



CITY COUNCIL MEETING AGENDA

City of New Prague

Monday, June 02, 2025 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

OPTIONAL ONLINE CONNECTION. MEETINGS ARE IN PERSON.

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1. CALL TO ORDER

- a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

3. CONSENT AGENDA

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

- a. Meeting Minutes
 - i. May 19, 2025 City Council Meeting Minutes
- b. Claims for Payment: **\$201,562.36**
- c. LG220 Lawful Gambling Application for Exempt Permit - Church of St. Wenceslaus
- d. Soil Boring and Geotechnical Engineering Review - Police Station
- e. Satisfaction of a Small Cities Development Program Lien
- f. Request to Sell Existing Equipment
- g. Request to Hire - Firefighters
- h. Proposal for the Development of a Wastewater System Cost of Service Model
- i. City Center Pond Design Proposal from SEH
- j. Resolution #25-06-02-01 - Approving a Lawful Gambling Premises Permit Application LG214 and Lease LG215 for New Prague Chamber of Commerce at Neisen's Corner Bar, 100 Main St. West

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

Speakers limited to 5 minutes

5. PUBLIC HEARING(S) – 6:00 PM

- a. Resolutions 25-06-02-02 & 25-06-02-03 - Adoption of a Five-Year Capital Improvement Plan and the Issuance of General Obligation Bonds

6. CITY ENGINEER PROJECTS UPDATE

- a. June 2, 2025

7. ORDINANCE(S) FOR INTRODUCTION

- a. None

8. ORDINANCE(S) FOR ADOPTION

- [a.](#) #356 - Amending Sections 121.02 and 121.03 of Chapter 121 Titled Tetrahydrocannabinol Products of the New Prague City Code

9. RESOLUTIONS

- [a.](#) [#25-06-02-04](#) - Declaring a Vacancy to Exist in the Office of Mayor and Providing for the Appointment thereof
- [b.](#) [#25-06-02-05](#) - Approving Variance #V3-2025 to Allow a 6' Tall Fence at 1108 Olivia Street SE

10. GENERAL BUSINESS

- [a.](#) Request to Purchase Equipment
- [b.](#) Request to Increase Pension Benefit
- [c.](#) Park Board Candidate

11. MISCELLANEOUS

- [a.](#) Meeting Minutes
 - i. March 25, 2025 Golf Board Meeting Minutes
 - ii. April 22, 2025 Golf Board Meeting Minutes
 - iii. April 23, 2025 Planning Commission Meeting Minutes
 - iv. April 28, 2025 Utility Commission Meeting Minutes

12. ADJOURNMENT

UPCOMING MEETINGS AND NOTICES:

June 10	6:00 p.m. Park Board
June 11	7:30 a.m. EDA Board
June 16	6:00 p.m. City Council
June 19	Holiday – City Offices Closed
June 24	6:30 p.m. Golf Board
June 25	6:30 p.m. Planning Commission
June 30	3:30 p.m. Utility Commission
July 4	Holiday – City Offices Closed
July 7	6:00 p.m. City Council



CITY COUNCIL MEETING MINUTES

City of New Prague

Monday, May 19, 2025 at 6:00 PM

City Hall Council Chambers - 118 Central Ave N

1. CALL TO ORDER

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

PRESENT

Mayor Duane Jirik

Councilmember Shawn Ryan

Councilmember Maggie Bass

Councilmember Rik Seiler

Councilmember Bruce Wolf

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

Others Present: City Attorney, Scott Riggs

a. Pledge of Allegiance

2. APPROVAL OF REGULAR AGENDA

Motion to approve the regular agenda.

Motion made by Councilmember Seiler, Seconded by Councilmember Bass.

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

Motion carried (5-0)

3. CONSENT AGENDA

Motion to approve the consent agenda.

Motion made by Councilmember Wolf, Seconded by Councilmember Ryan.

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

Motion carried (5-0)

a. Meeting Minutes

i. May 5, 2025 Special City Council Meeting Minutes

ii. May 5, 2025 City Council Meeting Minutes

b. Claims for Payment: **\$679,711.12**

c. Financial Summary Report

d. Post-Issuance Debt Compliance Policy

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

Speakers limited to 5 minutes

No speakers present.

5. PUBLIC HEARING(S) – 6:00 PM

a. None

6. CITY ENGINEER PROJECTS UPDATE

Public Works Director Matt Rynda presented the City Engineer Projects Update.

a. May 19, 2025

7. POLICE STATION FUNDING UPDATE

City Administrator Joshua Tetzlaff introduced City Attorney Scott Riggs to provide an update on the Police Station Funding. Riggs provided an update and answered questions. Rebecca Kurtz from Ehlers provided an update and answered questions.

8. ORDINANCE(S) FOR INTRODUCTION

a. #356 - Amending Sections 121.02 and 121.03 of Chapter 121 Titled Tetrahydrocannabinol Products of the New Prague City Code

Planning/Community Development Director Ken Ondich introduced the ordinance and answered questions.

Motion to approve the first reading of Ordinance #356 Amending Sections 121.02 and 121.03 of Chapter 121 Titled Tetrahydrocannabinol Products of the New Prague City Code.

Motion made by Councilmember Seiler, Seconded by Councilmember Bass.

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

Motion carried (5-0)

9. ORDINANCE(S) FOR ADOPTION

10. RESOLUTIONS

a. #25-05-19-01 - Declaring the Official Intent of City of New Prague to Reimburse Certain Expenditures
City Administrator Joshua Tetzlaff presented the resolution and answered questions.

Motion to approve Resolution #25-05-19-01 Declaring the Official Intent of City of New Prague to Reimburse Certain Expenditures

Motion made by Councilmember Bass, Seconded by Councilmember Wolf.

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

Voting Nay: Councilmember Ryan

Motion carried (4-1)

11. GENERAL BUSINESS

a. Appointment of Board/Commission Members

City Administrator Joshua Tetzlaff provided an overview.

Motion to re-appoint Eric Krogman to a one 6-year term (expiring 5/31/31) on the EDA Board.

Motion made by Councilmember Ryan, Seconded by Councilmember Bass.

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

Voting Abstaining: Mayor Jirik

Motion carried (4-0-1)

Motion to re-appoint Den Gardner and Jennifer Berglund each to a 3-year term (expiring 5/31/28) on the Golf Board.

Motion made by Councilmember Seiler, Seconded by Councilmember Ryan.

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

Voting Abstaining: Mayor Jirik

Motion carried (4-0-1)

Motion to re-appoint Dan Meyer to a one 4-year term (expiring 5/31/29) on the Planning Commission.
Motion made by Councilmember Seiler, Seconded by Councilmember Wolf.
Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Voting Abstaining: Mayor Jirik
Motion carried (4-0-1)

Motion to re-appoint Dan Bishop to a one 4-year term (expiring 5/31/29) on the Utility Commission.
Motion made by Councilmember Ryan, Seconded by Councilmember Bass.
Voting Yea: Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Voting Abstaining: Mayor Jirik
Motion carried (4-0-1)

12. MISCELLANEOUS

- a. Meeting Minutes
 - i. April 8, 2025 Park Board Meeting Minutes
 - ii. April 9, 2025 EDA Board Meeting Minutes
- b. Discussion of Items not on the Agenda

13. ADJOURNMENT

Motion to adjourn the meeting at 6:55 p.m.
Motion made by Councilmember Bass, Seconded by Councilmember Seiler.
Voting Yea: Mayor Jirik, Councilmember Ryan, Councilmember Bass, Councilmember Seiler, Councilmember Wolf
Motion carried (5-0)

ATTEST:

Joshua M. Tetzlaff
City Administrator

Bruce Wolf
Acting Mayor

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
06/02/2025

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
FUND 101 - GENERAL FUND			
<u>RURAL FIRE - TO BE REIMBURSED</u>			
MES SERVICE COMPANY LLC	CALIBRATION GAS	\$95.05	
NEW PRAGUE UTILITIES	RURAL FIRE - UTILITES	\$444.74	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$399.89	
TOTAL:			\$939.68
<u>OTHER - TO BE REIMBURSED</u>			
AMAZON CAPITAL SERVICES	SAMPLE APPAREL	-\$70.06	
CEMSTONE PRODUCTS COMPANY	DRS CONCRETE PROJECT	\$192.30	
KENNEDY & GRAVEN CHARTERED	EDA - SCOTT EQUIPMENT	\$24.00	
NAMEPLATE & PANEL TECHNOLOGY	MEMORIAL TREE PLAQUE	\$92.71	
TREES PLUS	MEMORIAL TREE	\$1,100.00	
US BANK CREDIT CARD	AMAZON	\$0.66	
US BANK CREDIT CARD	APPAREL SAMPLES	\$936.14	
US BANK CREDIT CARD	DRS CONCRETE	\$1,190.98	
TOTAL:			\$3,466.73
<u>COUNCIL</u>			
AMAZON CAPITAL SERVICES	APPAREL	\$134.63	
SUEL PRINTING	COUNCIL MINUTES/BOARD VACANCIES	\$1,707.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$274.98	
VERIZON WIRELESS	TELEPHONE	\$176.25	
TOTAL:			\$2,292.86
<u>ADMINISTRATION</u>			
AMAZON CAPITAL SERVICES	APPAREL	\$168.14	
AMAZON CAPITAL SERVICES	COMPUTER FAN	\$15.39	
AMAZON CAPITAL SERVICES	TAPE	\$1.99	
GRAINGER	BATTERIES	\$15.35	
SUEL PRINTING	COMPENSATION STUDY AD	\$34.32	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$291.90	
VERIZON WIRELESS	TELEPHONE	\$53.81	
TOTAL:			\$580.90
<u>TECH NETWORK</u>			
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$5,579.90	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$1,859.46	
DUAL AIR INC.	SERVER ROOM A/C	\$223.57	
US BANK CREDIT CARD	SSL RENEWAL	\$199.98	
TOTAL:			\$7,862.91
<u>ATTORNEY</u>			
KENNEDY & GRAVEN CHARTERED	LEGAL SERVICES	\$2,000.40	
TOTAL:			\$2,000.40
<u>PLANNING</u>			
AMAZON CAPITAL SERVICES	APPAREL	\$39.17	
SOS OFFICE FURNITURE	OFFICE DESKS	\$7,392.99	
SOS OFFICE FURNITURE	OFFICE PANELS	\$2,317.00	
SUEL PRINTING	BEVCOMM HEARING	\$82.50	
US BANK CREDIT CARD	GO TO MEETING	\$20.60	
US BANK CREDIT CARD	JOB OPENING	\$25.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$27.18	
VERIZON WIRELESS	TELEPHONE	\$82.78	
TOTAL:			\$9,987.22
<u>GOVERNMENT BUILDING</u>			
AMAZON CAPITAL SERVICES	APPAREL	\$8.00	
AMAZON CAPITAL SERVICES	TAPE	\$1.99	
CERTIFIED RECYCLING	CITY WIDE CLEAN-UP	\$1,345.00	

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
06/02/2025

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
NEW PRAGUE UTILITIES	GOVT BUILDING - WATER/SEWER	\$222.89	
NEW PRAGUE UTILITIES	GOVT BUILDING -ELECTRIC	\$1,289.73	
VETERAN SHREDDING	CITY WIDE SHRED EVENT	\$1,200.00	
TOTAL:			\$4,067.61
<u>POLICE</u>			
AMAZON CAPITAL SERVICES	APPAREL	\$62.99	
AXON ENTERPRISES INC.	AXON FLEET LEASE/TAP	\$10,651.39	
AXON ENTERPRISES INC.	CRADLEPOINT	\$1,198.14	
CROTEGA LLC	REPULS TRAINING	\$780.00	
OFFICE OF MN IT SERVICES	LANGUAGE LINE	\$4.20	
POMP'S TIRE SERVICE INC.	#722 - TIRE	\$146.00	
STATE OF MINNESOTA	TRAINING	\$100.00	
US BANK CREDIT CARD	MOCIC/ POST BOARD LICENSING	\$500.00	
US BANK CREDIT CARD	RECORDS / BCA TRAINING	\$1,004.00	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$360.14	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$1,604.86	
TOTAL:			\$16,411.72
<u>FIRE</u>			
MES SERVICE COMPANY LLC	CALIBRATION GAS	\$95.05	
NEW PRAGUE UTILITIES	FIRE - ELECTRIC	\$319.30	
NEW PRAGUE UTILITIES	FIRE - WATER/SEWER	\$125.45	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$309.20	
TOTAL:			\$849.00
<u>BUILDING INSPECTOR</u>			
AMAZON CAPITAL SERVICES	APPAREL	\$39.17	
VERIZON WIRELESS	TELEPHONE	\$92.78	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$88.27	
TOTAL:			\$220.22
<u>PUBLIC WORKS</u>			
AMAZON CAPITAL SERVICES	APPAREL - MATT	\$68.62	
TOTAL:			\$68.62
<u>STREET</u>			
AMAZON CAPITAL SERVICES	APPAREL	\$12.00	
AMAZON CAPITAL SERVICES	DRAIN SNAKE ATTACHEMENT	\$15.17	
AMAZON CAPITAL SERVICES	TOOLS	\$71.01	
NEW PRAGUE UTILITIES	STREETS - ELECTRIC	\$355.94	
NEW PRAGUE UTILITIES	STREETS - WATER/SEWER	\$239.33	
NORTH AMERICAN SAFETY INC	GLOVES	\$105.00	
QUALITY FLOW SYSTEMS INC.	GRINDER PUMP	\$5,600.00	
TRUCK CENTER COMPANIES	PLOW TRUCK - BELT	\$65.94	
TRUCK CENTER COMPANIES	WATER PUMP	\$300.53	
VERIZON WIRELESS	TELEPHONE	\$88.47	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$851.08	
TOTAL:			\$7,704.47
<u>STREET LIGHTS</u>			
NEW PRAGUE UTILITIES	STREETLIGHTS	\$4,347.61	
TOTAL:			\$4,347.61
<u>PARKS</u>			
AMAZON CAPITAL SERVICES	DRAIN SNAKE ATTACHEMENT	\$15.17	
BEACON ATHLETICS	DRS - PAD	\$245.00	
LE SUEUR COUNTY AUDITOR-TREASURER	PROPERTY TAXES	\$1,393.00	
MTI DISTRIBUTING INC	MOWER PARTS	\$508.26	
NEW PRAGUE UTILITIES	PARKS - WATER/SEWER	\$610.10	
NEW PRAGUE UTILITIES	PARKS -ELECTRIC	\$2,147.04	

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
06/02/2025

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
TRACKER MANAGEMENT	EAB GRANT - LIFT RENTAL	\$325.00	
US BANK CREDIT CARD	MOWER TIRES	\$223.98	
US BANK CREDIT CARD	OUTLET / MULCH SUPPLIES	\$213.89	
VERIZON WIRELESS	TELEPHONE	\$91.06	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$326.86	
TOTAL:			\$6,099.36
LIBRARY			
NEW PRAGUE UTILITIES	LIBRARY - ELECTRIC	\$726.36	
NEW PRAGUE UTILITIES	LIBRARY - WATER/SEWER	\$129.82	
TOTAL:			\$856.18
GENERAL FUND TOTAL:			\$67,755.49
FUND 233 - SPECIAL REVENUE - CRIME PREVENTION			
AMAZON CAPITAL SERVICES	COFFEE	\$65.82	
US BANK CREDIT CARD	BEYOND THE YELLOW RIBBON	\$536.46	
US BANK CREDIT CARD	DUCK CUP DONATION	\$887.95	
TOTAL:			\$1,490.23
FUND 321 - DEBT SERVICE - CIP 2020-2021			
ZIONS BANK	PAYING AGENT FEE 2021A	\$300.00	
TOTAL:			\$300.00
FUND 322 - DEBT SERVICE - CIP 2022			
ZIONS BANK	PAYING AGENT FEE 2022A	\$300.00	
TOTAL:			\$300.00
FUND 323 - DEBT SERVICE - CIP 2023			
ZIONS BANK	PAYING AGENT FEE 2023A	\$300.00	
TOTAL:			\$300.00
FUND 324 - DEBT SERVICE - CIP 2024			
ZIONS BANK	PAYING AGENT FEE 2024A	\$300.00	
TOTAL:			\$300.00
FUND 380 - DEBT SERVICE - HRA (PHILIPPS SQUARE)			
US BANK OPERATIONS CENTER	PHILIPP SQUARE HRA	\$5,500.00	
TOTAL:			\$5,500.00
FUND 423 - CAPITAL PROJECTS - CIP 2024			
SEH	CIP 2024	\$3,607.90	
TOTAL:			\$3,607.90
FUND 424 - CAPITAL PROJECTS - CIP 2025			
CHOSEN VALLEY TESTING INC	CIP 2025 - TESTING	\$2,577.00	
SEH	CIP 2025	\$60,306.95	
TOTAL:			\$62,883.95
FUND 499 - CAPITAL PROJECTS - GENERAL			
SCOTT COUNTY	PROPERTY TAXES	\$1,102.40	
TOTAL:			\$1,102.40
FUND 602 - ENTERPRISE - SANITARY SEWER			
AMAZON CAPITAL SERVICES	APPAREL	\$33.06	
AMAZON CAPITAL SERVICES	COMPUTER FAN	\$1.40	
COMPUTER TECHNOLOGY SOLUTIONS	COMPUTER SUPPORT	\$1,363.65	
COMPUTER TECHNOLOGY SOLUTIONS	OFFICE 365 / FIREWALL	\$299.95	
DUAL AIR INC.	SERVER ROOM A/C	\$18.18	
HAWKINS INC	AZONE	\$3,666.00	
NEW PRAGUE UTILITIES	WWTP - ELECTRIC	\$27,744.16	

CITY OF NEW PRAGUE
ACCOUNTS PAYABLE
06/02/2025

Section 3, Item b.

VENDOR	DESCRIPTION	AMOUNT	TOTAL
NEW PRAGUE UTILITIES	WWTP - WATER/SEWER	\$520.27	
SALTCO	MONTHLY SALT	\$70.00	
SOUTHERN MINNESOTA INSPECTION	CRANE INSPECTION	\$767.50	
SUEL PRINTING	COMPENSATION STUDY AD	\$5.94	
TOM SOUKUP	MWO SW SECTION - SOUKUP	\$20.00	
US BANK CREDIT CARD	ACTUATOR SHAFT BUSHING	\$134.02	
US BANK CREDIT CARD	JETTER HOSE	\$149.78	
US BANK CREDIT CARD	MESH FILTER / LADDERS	\$220.55	
US BANK EQUIPMENT FINANCE	COPIER LEASE	\$81.00	
UTILITY CONSULTANTS INC.	SAMPLES	\$2,475.82	
VERIZON WIRELESS	TELEPHONE	\$182.11	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$256.63	
TOTAL:			<u><u>\$38,010.02</u></u>
FUND 606 - ENTERPRISE - STORM UTILITY			
AMAZON CAPITAL SERVICES	APPAREL	\$14.50	
AMAZON CAPITAL SERVICES	COMPUTER FAN	\$1.40	
SUEL PRINTING	COMPENSATION STUDY AD	\$0.66	
US BANK CREDIT CARD	JETTER HOSE	\$64.19	
VERIZON WIRELESS	TELEPHONE	\$6.21	
VOYAGER FLEET SYSTEMS	MOTOR FUELS	\$7.90	
TOTAL:			<u><u>\$94.86</u></u>
FUND 651 - ENTERPRISE - AMBULANCE			
NEW PRAGUE UTILITIES	AMBULANCE - ELECTRIC	\$319.30	
NEW PRAGUE UTILITIES	AMBULANCE - WATER/SEWER	\$99.31	
TOTAL:			<u><u>\$418.61</u></u>
TOTAL ACCOUNTS PAYABLE FOR COUNCIL APPROVAL:			<u><u>\$182,063.46</u></u>

Vendor Name	Net Invoice Amount
AMAZON CAPITAL SERVICES	
SHOP SUPPLIES	\$133.69
BEVCOMM	
TELEPHONE / CABLE / INTERNET	\$342.02
BREAKTHRU BEVERAGE MINNESOTA	
BEER	\$224.40
BEER - NON-ALCOHOLIC	\$33.85
CENTERPOINT ENERGY	
NATURAL GAS	\$693.83
CINTAS	
TOWELS / LINENS	\$259.91
COLLEGE CITY BEVERAGE	
BEER	\$1,695.12
LIQUOR	\$607.75
SELTZERS	\$949.25
ECOLAB INC	
DISHWASHER RENTAL	\$249.83
ECOLAB PEST ELIMINATION	
PEST CONTROL/AIR QUALITY PROGR	\$537.63
HERITAGE LANDSCAPE SUPPLY GROUP	
GRASS SEED	\$3,807.91
HERMEL WHOLESALE	
CLEANING SUPPLIES	\$173.85
FOOD	\$2,947.58
FOOD CREDIT	\$62.04-
SUPPLIES	\$233.37
JEFF PINT	
KEYPAD HANDLE	\$162.55
LAKERS NEW PRAGUE SANITARY	
TRASH - GOLF CLUB	\$766.59
LAU'S BAKERY	
BUNS	\$51.48
MTI DISTRIBUTING INC	
NOZZLES	\$277.90
PEPSICO BEVERAGE SALES LLC	
BEVERAGES	\$740.53
BEVERAGES - NON-ALCOHOL	\$1,272.48
PLAISTED COMPANIES	
SAND BUNKER	\$2,727.73
QUILL CORPORATION	
OFFICE SUPPLIES	\$43.32
TURFWERKS	
CABLES	\$100.69
STEERING CABLES	\$257.49
US BANK EQUIPMENT FINANCE	
COPIER RENTAL	\$270.19
Grand Totals	\$19,498.90



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: CHURCH OF ST. WENCESLAUS - MINNESOTA LAWFUL GAMBLING LG220
APPLICATION FOR EXEMPT PERMIT
DATE: MAY 20, 2025

Attached is a Minnesota Lawful Gambling LG220 Application for Exempt Permit for Church of St. Wenceslaus to conduct bingo, pull-tabs, and a raffle at an event on August 10, 2025, at 215 Main Street East, New Prague.

Recommendation

Staff recommends approval of the Lawful Gambling Permit for Church of St. Wenceslaus and recommends requesting a waiver of the waiting period.

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Church of St. Wenceslaus

Previous Gambling Permit Number: X-70005-24-054

Minnesota Tax ID Number, if any: 8348249

Federal Employer ID Number (FEIN), if any: 41-0695519

Mailing Address: 215 East Main St.

City: New Prague State: MN Zip: 56071 County: Scott

Name of Chief Executive Officer (CEO): Fr. Eugene J. Theisen

CEO Daytime Phone: 952-758-3225 CEO Email: eugene.theisen@npcatholic.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): madvorak1@aol.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

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

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

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

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Church of St. Wenceslaus

Physical Address (do not use P.O. box): 215 East Main St.

Check one:

☒ City: New Prague Zip: 56071 County: Scott

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): August 10, 2025

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

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

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

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

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

Print City Name: City of New Prague

Signature of City Personnel: _____

Title: City Administrator Date: _____

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

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

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Fr. Eugene J. Theisen Date: 14 May 2025

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

Print Name: Fr. Eugene J. Theisen**REQUIREMENTS****Complete a separate application for:**

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

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

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

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

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

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

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

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

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

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

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

Questions?

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

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

An equal opportunity employer

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: August 21, 2019

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:
877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:
0928

Dear Sir/Madam:

This responds to your August 14, 2019, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2019*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2019* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

File extract, or EO BMF. Donors may verify that a subordinate organization is included in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

2020

Official Minnesota Catholic Directory

Archdiocese of Saint Paul and Minneapolis

Diocese of Crookston

Diocese of Duluth

Diocese of New Ulm

Diocese of Saint Cloud

Diocese of Winona/Rochester

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Archdiocese of Saint Paul and Minneapolis

May 15, 2025



Joshua Tetzlaff
City of New Prague
118 Central Ave North
New Prague, Minnesota 56701

Re: City of New Prague
Police Facility Addition and Renovation DD-CD
Commission No. 252079

Dear Josh:

During the Design Development Phase for the New Prague Police Addition, Wold solicited soil boring quotes and fixed rates for Geotechnical Engineering Review. The City selected American Engineering Testing, Inc. to perform this work.

Now that construction will be proceeding for the Police Addition, we have solicited quotes from American Engineering Testing and Braun Intertec to give us a budget for construction testing based on their contracted rates and the scope of testing required by the Construction Documents. Based on the attached estimates, we recommend you budget \$59,978.00 for Owner supplied field testing. The cost for testing and special inspections is an item that is included within the overall project budget Owner soft costs.

It is the Contractor's responsibility to schedule the testing as required by the Specifications. American Engineering Testing, Inc. will forward invoices to the City in care of Wold Architects and Engineers. We will review and approve the invoices and forward them to your attention for payment.

Please call if you have any questions.

Wold Architects and Engineers

A handwritten signature in black ink that reads "Michael J. Stephens".

Michael Stephens

Attachments

cc: Jesse A. Mohler, AET
Steven J. Ruesink, AET
Jake Wollensak, Wold
John McNamara, Wold

EM/GOV-MN-CITY-New Prague/252079/_Admin/Letters/2025.05.15 Letter to Joshua Tetzlaff

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



May 9, 2025

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

Attn: Joshua Tetzlaff – Owner
jtetzlaff@ci.new-prague.mn.us

RE: Special Inspection and Construction Testing Services Proposal
New Prague Police Addition
505 – 5th Avenue NW
New Prague, MN 56071
AET Proposal No. P-0041834 R1

Dear Mr. Tetzlaff:

American Engineering Testing, Inc. (AET) is pleased to offer Special Inspection and Construction Testing Services to the City of New Prague (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to your recent email request and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

GEOTECHNICAL INFORMATION

We performed a geotechnical exploration and analysis for this project. The results were presented in our Report of Geotechnical Exploration and Review, dated November 11, 2024 (AET Report No. P-0036182). In the report, the site soil profile is generalized as fill over alluvial and till soils. We recommended in the report that the proposed building addition be supported by conventional spread footings after corrective earthwork to remove fill and topsoil to the underlying naturally deposited alluvial and till. Refer to that report for more details regarding site conditions and recommendations.

PROJECT INFORMATION

We understand the proposed construction will be a new addition to the police building and related site work. We further understand the project will:

- Have one above-grade level.
- Have a first-floor elevation of 991.0 feet and bottom-of-footing elevation of 986.0 feet'.
- Have approximate overall plan dimensions of 105 feet by 150 feet.
- Be supported by conventional spread footings designed using an allowable soil bearing pressure of 2,500 pounds per square foot (psf).
- Have reinforced cast-in-place concrete walls; precast concrete wall panels; a structural steel frame; and a metal deck roof supported by steel joists.
- Be able to tolerate normal amounts of settlement for this type of structure (up to 1-inch total and ½-inch differential, and up to 1-inch differential between the original

building and new construction).

- Have a modular block or segmental block retaining wall structure on the east side of the site. The wall is approximately 4 feet in height and 120 feet in length.
- Have medium-duty pavements on the west and south sides of the structure consisting of 4 inches of bituminous over 6 inches of Class 5 aggregate base over 12 inches of sand subbase.
- Have heavy-duty pavements on the east and south sides of the structure consisting of 4.5 inches of bituminous over 8 inches of Class 5 aggregate base and 12 inches of sand subbase.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Architectural, Structural, and Civil Plans, dated 2/24/25.
- Project Manual, dated 2/25/25.
- Project Addendum 1, dated 3/7/25.
- Project Addendum 2, dated 3/11/25.
- Project Addendum 3, dated 3/18/25.
- Project Addendum 4, dated 3/20.25.

PROJECT APPROACH

For this project, Jesse Mohler will be AET's contact. He can be reached at 303-585-1982 (mobile) or 651-523-1276 (office). AET requires a minimum of 24 hours' notice of the need for Services.

SCOPE OF SERVICES

Based on discussions with Michael Stephens of Wold Architects and Engineers and our review of the available plans and specifications, our anticipated scope of services is outlined below. AET will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative.

Retaining Wall Observations

During construction of the segmental block retaining wall structure, AET personnel will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill and structural loads.

- Document the elevations at various locations at the bottoms of the excavations.
- Document that installation of the drainage system, geogrid placement and tensioning, block placement, foundation leveling base compaction testing, and backfill placement and compaction testing.

Note that, although we anticipate this scope of services to be performed on a full-time basis, certain aspects of wall construction such as the following are not included:

- Formal design review to confirm or accept design parameters and assumptions.
- Laboratory testing to confirm material properties such as fill friction angle, block strength or Geogrid properties.
- Detailed monitoring and surveying of wall geometry (alignment, plumbness, levelness).
- Analysis of local or global stability or potential settlement.

Excavation Observations and Soil Testing

During excavation for the building and parking lots, AET personnel will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of fill in the building excavations, pavement excavations, and utility trench excavations, AET personnel will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for Atterberg limits and sieve analysis tests.

Subgrade/Base Test-Roll Observations and Testing

During or after final grading of the pavement subgrade soils, AET personnel will observe test-rolling of the pavement subgrade soils. These observations will be performed on an on-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, AET personnel will test the compaction of these materials using the nuclear density gauge method, or by performing DCP testing. The nuclear density gauge test results will be compared to the Standard Proctor maximum dry density.

Reinforcing Steel Observations

Prior to placement of concrete AET personnel will observe the mild reinforcing steel placed in the formwork for cast-in-place concrete elements for the building. These observations will be performed on an on-call basis. While at the site, the AET personnel will perform the following services:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars are provided for the structural elements observed.
- Observe that the reinforcing steel bars are provided with the specified cover from formwork, the ground surface, and any future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.
- Observe that anchor bolts are installed in the concrete at the spacing indicated on the project plans.

Any discrepancies or deficiencies that are observed will be brought to the attention of the contractor and/or their subcontractor. Daily reports of our observations will be available to the contractor and/or authorized personnel at the site.

AET does not provide surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the contractor and/or their subcontractors. We are not responsible for the exact locations of the formwork, structural bolts, or embedded items.

Concrete Testing

AET personnel will perform testing of concrete on an on-call basis when requested by the contractor. These services will be performed at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, AET personnel will remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:

- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, AET personnel will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 150 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Floor Flatness Testing

The project specifications require that a testing laboratory perform floor flatness/levelness testing within 72 hours of each floor slab placement.

The field testing will be completed in accordance with ASTM: E1155, "Standard Test Method of Determining Floor Flatness and Levelness Using the F-number System." Our flatness/levelness testing will be performed using a Face Model 2272 dipstick. We assume that we will have complete access to the slab surface for this testing; i.e., no curing blankets, equipment or materials will be present or stored on the slab.

Masonry Observations and Testing

During construction, AET personnel will perform observations during masonry wall construction, as well as testing of grout. Our observations and testing will be performed on an on-call basis, and will include the following services:

- Observe that the proper size units are used.
- Observe that the units are clean, sound and dry when placed.
- Observe that the masonry bearing surfaces are clean.
- Observe the placement and alignment of vertical reinforcing bars and dowels, and document that the correct sizes of bars are used.
- Observe the placement and alignment of horizontal reinforcing bars, and document that the correct sizes of bars are used.
- Observe that the correct lengths of bar lap splices are provided.

- Observe that the proper clearance is provided between the bars and the masonry units.
- Observe the general construction practices, including compliance with proper cold or hot weather protection as required by the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

While at the site the AET personnel will also sample the grout. The grout “prism” specimens will be cast for compressive strength testing according to IBC guidelines. One set of four grout “prisms” will be cast according to the testing frequency required by the project specifications. One of the “prisms” will be tested for compressive strength after 7 days and two will be tested after 28 days. The fourth specimen will be held for future testing, if required.

Welded and Bolted Connection Observations

During erection of the precast concrete, structural steel frame, steel joists, and metal decking, AET personnel will provide staff certified to perform observations of the welded and bolted connections. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM: A325 or ASTM: A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1. Fillet welds will be visually observed for length, quality and suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods.
- Observe deck welds for compliance with the requirements of the AWS "Structural Welding Code" D1.3.
- Observe deck fasteners to verify that the correct number and spacing is provided in accordance with the project specifications.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor.

Post-Installed Anchor Installation Observations and Testing

During erection of the precast concrete panels, placement of the new building foundations and/or walls, that are to be attached to the adjacent existing building foundations, and erection of the structural steel framing, AET personnel will perform observations of the installation of the post-installed anchors. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:

- Observe anchor hole depth, diameter, and cleanliness.
- Observe installation process for epoxy anchors.
- Observe anchor embedment depth.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor.

Fire Stopping/Sealant/Caulking Material Observations

We will observe the installation of the fire stopping, sealants, and caulking materials as they are being installed. These observations will be performed on an on-call basis to perform the following services:

- Attend 1 preconstruction meeting with the general contractor and installer.
- Review product submittals, drawings and materials prior to installation.
- Observe the installation of the materials along the wall/floor joint, and the wall/ceiling joint.
- Observe the installation of the mechanical and electrical penetration firestopping, sealant, and caulking materials.
- Compare the products being installed to the details provided by the material supplier.

Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

Waterproofing Observations

We will perform observations during the installation of the roof membrane and during the roof flood testing, as required by the project specifications. These observations will be performed on a part-time basis per the project specifications.

Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

Air Barrier Material Observations

We will observe the application, coverage and thickness of high-build fluid-applied air barrier. Thickness testing will be performed at a rate of 1 test per 25 square feet of wall surface. These observations will be performed on an on-call basis. As an additional option, if requested, we could also perform bubble testing in accordance with ASTM E1186 using a depressurizing instrument.

Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

Bituminous Observations and Testing

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician will make site visits on an on-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

We assume the paving will be performed in 2 lifts and assume that 2 trips will be performed for the above referenced observation and sampling services.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects and our conversations with Michael Stephens of Wold Architects and Engineers. Our estimated total cost will be **\$59,978.00**. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost. **We reserve the right to review our estimate after reviewing the final project structural plans and project specifications.**

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

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

ACCEPTANCE

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

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Attachments: Fee Schedule Tabulation
Construction Service Agreement – Terms and Conditions
W9
Certificate of Insurance

Sincerely,
American Engineering Testing, Inc.

Prepared By:



Jesse A. Mohler
Engineer II / Project Manager
Phone: 651.523.1276
Email: jmohler@teamAET.com

Reviewed By:



Steven J. Ruesink, P.E. (MN, WI)
Principal Engineer
Phone: 507.205.9239
Email: sruesink@teamAET.com

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0041834 R1

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

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

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

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

**PROJECT TESTING SERVICES FEE SCHEDULE
NEW PRAGUE POLICE ADDITION
505 - 5TH AVENUE NW
NEW PRAGUE, MINNESOTA, 56071
AET PROPOSAL No. P-0041834 R1**



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
Retaining Wall Observations			
Retaining Wall Observations - Senior Technician for observations of excavations and retaining wall construction, consultation and reporting (assumes 2 trips to the jobsite).	8 Hours	\$140.00	\$1,120.00
Personal or company vehicle mileage.	200 Miles	\$1.35	\$270.00
Section Subtotal:			\$1,390.00
Excavation Observations & Compaction Testing			
Excavation Observations - Engineer I for observations of excavations, consultation and reporting (assumes 6 trips to the jobsite).	24 Hours	\$170.00	\$4,080.00
Soil Density Testing - Technician II for soil compaction testing and reporting (assumes 12 trips to the jobsite).	48 Hours	\$120.00	\$5,760.00
Personal or company vehicle mileage.	1800 Miles	\$1.35	\$2,430.00
Nuclear Density Test	36 Tests	\$44.00	\$1,584.00
Sample Pickup - service from jobsite.	2 Each	\$200.00	\$400.00
ASTM D4318 Atterberg Limits, Liquid Limit or Plastic Limit, Individual	2 Tests	\$139.00	\$278.00
ASTM D698 Standard Proctor	2 Tests	\$195.00	\$390.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Tests	\$142.00	\$284.00
Section Subtotal:			\$15,206.00
Subgrade/Base Proof Roll Observations & Testing			
Proof Roll Observations - Senior Technician for observations, consultation and reporting (assumes 2 trips to the jobsite).	8 Hours	\$140.00	\$1,120.00
Subgrade/Base Testing - Technician II for soil compaction testing (assumes 2 trips to the jobsite).	8 Hours	\$120.00	\$960.00
Personal or company vehicle mileage.	400 Miles	\$1.35	\$540.00
Nuclear Density Test	6 Tests	\$44.00	\$264.00
MnDOT Modified- Dynamic Cone Penetrometer (DCP)	6 Tests	\$66.00	\$396.00
ASTM D698 Standard Proctor	1 Test	\$195.00	\$195.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	1 Test	\$142.00	\$142.00
Section Subtotal:			\$3,617.00
Reinforcing Steel Observations & Concrete Testing			
Reinforcing Steel Observations & Concrete Testing - Technician II for observations of reinforcing steel and testing of concrete (assumes 10 trips to the jobsite).	40 Hours	\$120.00	\$4,800.00
Concrete Testing - Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes 7 trips to the jobsite).	28 Hours	\$105.00	\$2,940.00
Personal or company vehicle mileage.	1700 Miles	\$1.35	\$2,295.00
Sample Pickup - service from jobsite.	17 Each	\$200.00	\$3,400.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	85 Tests	\$44.00	\$3,740.00
Section Subtotal:			\$17,175.00
Floor Flatness Testing			
Floor Flatness Testing - Engineer I to perform field data collection, analysis of data, consultation and report preparation (assumes 1 trip to the jobsite).	6 Hours	\$170.00	\$1,020.00
Personal or company vehicle mileage.	100 Miles	\$1.35	\$135.00
Trip Charge to the jobsite.	1 Each	Quote	\$0.00
Rental of Profilograph.	1 Day	\$188.00	\$188.00
Section Subtotal:			\$1,343.00
Non-Destructive Testing (NDT) Observations			
Structural Steel Observations - NDT Level II ICC/CWI Technician for observations of field welded and bolted connections, consultation and report preparation (assumes 4 trips to the jobsite).	16 Hours	\$150.00	\$2,400.00
Personal or company vehicle mileage.	400 Miles	\$1.35	\$540.00
Section Subtotal:			\$2,940.00

PROJECT TESTING SERVICES FEE SCHEDULE
NEW PRAGUE POLICE ADDITION
505 - 5TH AVENUE NW
NEW PRAGUE, MINNESOTA, 56071
AET PROPOSAL No. P-0041834 R1



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Post-Installed Anchor Observation & Testing</i>			
Post-Installed Anchor Observations - Technician II for observation of installation of post-installed anchors, consultation and reporting (assumes 2 trips to the jobsite).	8 Hours	\$120.00	\$960.00
Personal or company vehicle mileage.	200 Miles	\$1.35	\$270.00
Section Subtotal:			\$1,230.00
<i>Firestop Material Observations</i>			
Firestop Observations - Engineer I for attending meetings, consultation and report preparation (assumes 4 trips to the jobsite).	16 Hours	\$170.00	\$2,720.00
Personal or company vehicle mileage.	400 Miles	\$1.35	\$540.00
Section Subtotal:			\$3,260.00
<i>Membranes (Water Proofing, Insulation Air Barrier)</i>			
Travel and Site Time: Technician IV	20 Hours	\$105.00	\$2,100.00
Report: Engineer I	5 Hours	\$170.00	\$850.00
Report and Recommendation: Principal Engineer	5 Hours	\$280.00	\$1,400.00
Personal or company vehicle mileage.	500 Miles	\$1.35	\$675.00
Section Subtotal:			\$5,025.00
<i>Bituminous Observations & Testing</i>			
Bituminous Density Testing - Technician II for nuclear density testing of bituminous without roll pattern observation (assumes 2 trips to the jobsite).	8 Hours	\$120.00	\$960.00
Personal or company vehicle mileage.	200 Miles	\$1.35	\$270.00
Nuclear Density Gauge Rental - Daily	2 Day	\$80.00	\$160.00
Gyratory Mix Properties (MnDOT Suite of Tests) of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 Tests	\$656.00	\$1,312.00
Section Subtotal:			\$2,702.00
<i>Project Management & Coordination</i>			
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	30 Hours	\$200.00	\$6,000.00
Project Administrator for report preparation, review, invoicing.	1 Hours	\$90.00	\$90.00
Special Consultation - Principal Engineer for special consultation and report review.	0 Hours	\$280.00	\$0.00
Special Consultation - Senior Engineer for special consultation and report review.	0 Hours	\$230.00	\$0.00
Personal or company vehicle mileage.	0 Miles	\$1.35	\$0.00
Section Subtotal:			\$6,090.00
	ESTIMATED BUDGET		\$59,978.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

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

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

1.4 – Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

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

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

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

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

SECTION 2 - SITE ACCESS, RESTORATION AND UNDERGROUND UTILITIES AND STRUCTURES

2.1 – Client will furnish AET safe and legal site access to the site.

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

2.3 – **With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.**

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

SECTION 3 - SAFETY

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

3.2 – AET shall only be responsible for safety of AET employees; the safety of all others shall be Client’s or other parties’ responsibility.

SECTION 4 - SAMPLES

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

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

SECTION 5 - PROJECT RECORDS

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

SECTION 6 - STANDARD OF CARE

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

SECTION 7 - INSURANCE

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

7.1 –

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

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

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

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

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

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

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

SECTION 8 - DELAYS

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

SECTION 9 - PAYMENT, INTEREST AND BREACH

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

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

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

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

SECTION 10 - CHANGE ORDERS

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

SECTION 11 - MEDIATION

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

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

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 13 and 16, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

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

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

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

SECTION 14 - NON-SOLICITATION

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

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

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

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 18 - TERMINATION

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

SECTION 19 - SEVERABILITY

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

SECTION 20 - GOVERNING LAW

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

SECTION 21 - ENTIRE AGREEMENT

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

American Engineering Testing, Inc.

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

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

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

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

550 Cleveland Ave. N.

6 City, state, and ZIP code

St. Paul, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

or

Employer identification number

4	1	-	0	9	7	7	5	2	1
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person

Phillip Chwialkowski

Date

1/1/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Phoenix Insurance Company	25623
	INSURER B: The Travelers Indemnity Company of America	25666
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Charter Oak Fire Insurance Company	25615
	INSURER E: Continental Casualty Company	20443
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122543G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9H9151012543G	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> PROF/POLL LIABILITY			ECH254066939	1/1/2025	1/1/2026	EACH CLAIM 10,000,000
E	<input checked="" type="checkbox"/> RETRO: 070287			ECH254066939	1/1/2025	1/1/2026	AGGREGATE 15,000,000

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

ILLUSTRATION ONLY

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE
25-26

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

AUTHORIZED REPRESENTATIVE

Ann Ross

May 14, 2025

Proposal QTB214898

Mr. Michael Stephens
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101

Re: Proposal for Special Inspection and Testing Services
New Prague Police Addition
505 5th Avenue Northwest
New Prague, Minnesota

Dear Mr. Stephens:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Police Addition project in New Prague, Minnesota.

Our Understanding of the Project

We understand this project will initially include select demolition of a garage, pavement, a gravel surfaced parking lot, and other landscape features. New construction includes a 19,000 square-foot, single-story addition with a finished floor elevation of 991.1 on the south side of the existing fire hall with a finished floor elevation of 991.1. The addition will be steel-framed with a low- and high-metal roof supported by precast walls and steel columns bearing on frost-depth cast-in-place concrete spread footings. New civil improvements include a pre-cast modular block retaining wall, concrete walks and exterior slabs, bituminous pavement, monument sign, and new utilities.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and Project Manual prepared by Wold Architects and Engineers, dated February 25, 2025.
- Addendum #1 and #2 with dates of March 17 and March 20, 2025, respectively.
- A Report of Geotechnical Exploration prepared by American Engineering Testing, dated November 11, 2024.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors, or qualified technicians will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. We will prepare and submit a Special Inspection Final upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services – Special Inspections and Testing

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, or foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested can support bituminous or concrete pavement.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of drilled and epoxied dowels and post-installed anchors on a periodic basis.
- Perform floor flatness and levelness testing on interior eligible slabs.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, and the hold down connections.
- Observe and test the precast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.

Bituminous Pavement Related Services

- Collect bulk samples of the hot-mix asphalt during placement and transport samples to our testing laboratory.
- Perform laboratory testing for bulk specific gravity (Gmm).
- Measure pavement cores for thickness and density. We assume others will core the pavement and provide us with the cores. We also assume others will patch the core holes.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.

Firestopping Observation Services

This project requires 3rd party firestop special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2020 Minnesota State Building Code, Section 1705.17, and Table 1604.5. Under 2020 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a *qualified* independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of 2 years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent, and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of the firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

Firestop Submittal Review, Project Communication, and Reporting Services

- Provide review of the approved construction documents. This is at minimum,
 - The most current drawing package.
 - The firestop specifications section – CSI – 078400.
 - The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator and design team through our report distribution process.
- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

Firestopping Special Inspection Assumptions

- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.

- We have assumed 3 trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Less than 24 hours' notice may impact on our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- Inspection guidelines will be based on the IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report when firestopping is completed.

Scope of Services - Building Enclosure Consulting, Observations and Testing

Building Enclosure Consulting, Observation and Testing Services are provided by the Braun Intertec Building Science Group. The Building Science Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Licensed Air Barrier Field Auditor, Certified Air Barrier Specialist (CABS), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.

Building Enclosure Consulting - ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3

Proposed scope is based upon ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3 as required by Minnesota Energy Code for continuous air barrier design and installation verification program. A design review, periodic field observations, and related reports of these services are required by the verification program, as outlined in ASHRAE 90.1-2019 Section 5.9.1.2 and below.

Design Documents Peer Review

- Perform 1 review of the CD documents (95% is the ideal benchmark). Review will focus on the exterior envelope, materials and assemblies, transitions between building enclosure assemblies, and fenestration and doors allowable air leakage.
- In addition to meeting the requirements of ASHRAE 90.1-2019, Braun Intertec's design review services may include notes for thermal transfer, constructability, and material compatibility.

- Provide a report and attend an online meeting following the review. Our report will consist of electronic redline markings in Bluebeam Revu on the drawings as necessary to clarify specific details.

Building Enclosure Observations

- Attend pre-construction meetings (if applicable), perform pre-construction prep work, and review approved submittals.
- Perform periodic observations during installation of building enclosure systems, including waterproofing, below-grade systems, exterior walls, air/weather barriers, fenestrations and doors, roofing, and critical connections, junctions, and envelope transitions.
- Provide a Daily Observation Report to document observations made at the time of each site visit. If discrepancies are observed, they will be discussed with the Contractor prior to departing the site.
- As discrepancies are observed and documented, it is the responsibility of others to make necessary correction(s). At subsequent visits, we will document corrections if not covered or hidden from view. If hidden from view, we will note as such.
- We have included 8 site visits for observations. Actual installation phasing and sequencing may modify the number of visits.

Building Enclosure Testing

Air/Weather Barrier Testing

- Perform wet mil thickness checks at a minimum of 6 locations per visit if on site during application of fluid-applied membranes.
- Perform Qualitative Air Leakage Testing according to ASTM E1186 *Standard Practices for Air Leakage Site Detection in Building Envelopes Air Barrier Systems, Method 4.2.7 – Chamber Depressurization in Conjunction with Leak Detection Liquid*.
- Testing will be performed during periodic observation site visits.

Whole Building Air Leakage Testing - ASHRAE 90.1-2019, Section 5.4.3.1.1

This proposal includes scope and cost to perform a continuous air barrier design and installation verification program per ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3. If the client plans to perform Whole Building Air Leakage Testing, in lieu of the verification program, Braun Intertec can provide a separate proposal for the testing at the request of the client.

Window Testing Pre-Test Conference and Submittal Review

- Attend the pre-construction meeting (if applicable) and perform pre-construction prep work and document review for understanding of specific product and installation method as a basis for our field-testing activities.

- Communicate testing procedures and requirements for field testing to project team.

Window Testing according to AAMA 501.2

- Provide labor, materials, and equipment to complete the fenestration testing according to AAMA 501.2, *"Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems."*
- The AAMA 501.2 water spray test is utilized to test the installed non-operable fenestration for water tightness. A calibrated nozzle is used to delivery water spray at a uniform pressure while slowly wetting the surface of the fenestration system. The spray test focuses on the installed sealants and gaskets.
- Each test is comprised of a minimum 100-square foot representative section as outlined in the AAMA 501.2 standard.

We have included 2 tests, in one site visit.

Project Management and Reporting Services

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Building Enclosure Observations and Testing Assumptions

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review a minimum of 72 hours prior to our arrival on site.
- 48 hours' notice for scheduling observations for a specific time is required. Shorter than 48 hours' notice may impact our ability to perform the requested services. A minimum of 2 weeks' notice for scheduling window testing is required. This duration is also the minimum length of time required for sealant cure prior to testing.
- We will test windows before the interior finishes are in place as this allows us to observe the rough opening for water penetration. Any caulking or foam that obscures the rough opening will need to be removed by others prior to testing to allow us to observe the entire rough opening, except that required by the window manufacturer's installation instructions.
- Power and water access of sufficient pressure within 200 feet of the test specimen is assumed provided by the Contractor. If additional water supply provisions required, additional costs may be incurred.

- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required if the window head is greater than 12 feet above the adjacent horizontal surface. It is most economical to utilize aerial lift equipment already on site.
- The proposal does not include temporary enclosures or heat if the project schedule necessitates testing during winter or adverse weather conditions and is assumed provided by the Contractor.
- Re-inspection or additional testing due to nonconformance will be provided at the Unit Rates in the attached tabulation.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in late May or June of 2025.
- Based on the geotechnical report and the project documents, we understand that a soil correction below the building is planned. We have assumed the soil correction will be about 9 feet.
- We assume 6 cores will be taken for the pavement by others and provided to us.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips incurred.
- We assume the structural steel fabricator will be AISC certified, and review of quality control manual or inspections of the fabrication shop are not required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site-specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will provide the services described in this proposal for the estimated fees shown below:

Scope (Phase)	Estimated Fee
Special Inspections and Testing (Phase 1)	\$60,830
Building Enclosure Consulting, Observations and Testing (Phase 2)	\$16,872

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

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

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Breitlow at 319.423.2317 or (ibreitlow@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Ian D. Breitlow, PE
Project Engineer



Philip E. Bailey, PE
Associate Director, Senior Engineer

Attachments:
Cost Estimate Table
General Conditions (11/4/24)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Project Proposal

QTB214898

New Prague Police Addition

Client:	Work Site Address:	Service Description:
Wold Architects and Engineers	505 5th Avenue NW	Special Inspection and Testing Services,
332 Minnesota Street	New Prague, MN 56071	Building Enclosure Consulting, Observations and
Suite W2000		Testing
Saint Paul, MN 55101		
(651) 227-7773		

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Special Inspections and Testing				
Activity 1.1	Soil Observations and Testing				\$13,111.00
206	Excavation Observations	16.00	Hour	165.00	\$2,640.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Soil Correction	3.00	Trips	4.00	12.00
	Pre-Cast Retaining Wall	1.00	Trips	4.00	4.00
207	Compaction Testing - Nuclear	68.00	Hour	98.00	\$6,664.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Soil Correction	9.00	Trips	4.00	36.00
	Wall Backfill	4.00	Trips	4.00	16.00
	Pre-Cast Retaining Wall Backfill	4.00	Trips	4.00	16.00
1308	Nuclear moisture-density meter charge, per hour	68.00	Each	10.00	\$680.00
1861	CMT Trip Charge	23.00	Each	80.00	\$1,840.00
1318	Moisture Density Relationship (Standard), per sample	3.00	Each	185.00	\$555.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	150.00	\$300.00
211	Proofroll Observations	4.00	Hour	108.00	\$432.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Pavement Subgrade/Subbase	2.00	Trips	2.00	4.00
Activity 1.2	Concrete Observations and Testing				\$27,531.00
260	Concrete/Rebar Observations	27.00	Hour	108.00	\$2,916.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Footings	5.00	Trips	1.00	5.00
	Walls	6.00	Trips	1.00	6.00
	Pads	3.00	Trips	1.00	3.00
	Monument Sign	1.00	Trips	1.00	1.00
	Drill/Epoxy Observations	3.00	Trips	4.00	12.00
261	Concrete Testing	82.50	Hour	98.00	\$8,085.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Footings	5.00	Trips	2.50	12.50
	Walls	6.00	Trips	2.50	15.00
	Pads	3.00	Trips	2.50	7.50
	Monument Sign	1.00	Trips	2.50	2.50
	Interior Slabs	7.00	Trips	3.00	21.00
	Sidewalks	5.00	Trips	3.00	15.00
	Topping	1.00	Trips	3.00	3.00
	Curb and Gutter	3.00	Trips	2.00	6.00
278	Concrete Cylinder Pick up	40.00	Hour	98.00	\$3,920.00
1861	CMT Trip Charge	53.00	Each	80.00	\$4,240.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	150.00	Each	38.00	\$5,700.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Footings	5.00	Sets	5.00	25.00
	Walls	6.00	Sets	5.00	30.00
	Pads	3.00	Sets	5.00	15.00
	Monument Sign	1.00	Sets	5.00	5.00
	Interior Slabs	7.00	Sets	5.00	35.00
	Sidewalks	5.00	Sets	5.00	25.00
	Topping	1.00	Sets	5.00	5.00
	Curb and Gutter	2.00	Sets	5.00	10.00
294	Floor Flatness Testing	15.00	Hour	115.00	\$1,725.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Interior Slabs	3.00	Trips	5.00	15.00
1794	Floor Flatness Equipment, per pour	3.00	Each	235.00	\$705.00
1861	CMT Trip Charge	3.00	Each	80.00	\$240.00
Activity 1.3	Structural Steel Observations				\$3,600.00

Project Proposal

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 New Prague Police Addition

605	ICC Structural Steel Technician	24.00	Hour	125.00	\$3,000.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Bolted/Welded Connections/Decking	6.00	Trips	4.00	24.00
1664	NDE Trip charge	6.00	Each	100.00	\$600.00
Activity 1.4	Firestopping Special Inspections				\$5,080.00
5516	Pre-Con Meeting/Submittal Review (Includes Trip Charge)	1.00	Each	1,350.00	\$1,350.00
652	Firestopping Observations	18.00	Hour	130.00	\$2,340.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Firestopping Observations	3.00	Trips	6.00	18.00
1870	Firestopping Trip Charge	3.00	Each	85.00	\$255.00
654	Firestopping Project Manager	1.50	Hour	190.00	\$285.00
5522	Firestopping Final Report	1.00	Each	850.00	\$850.00
Activity 1.5	Masonry Observations and Testing				\$3,630.00
203	Masonry Observations	12.00	Hour	108.00	\$1,296.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	CMU Walls	3.00	Trips	4.00	12.00
1861	CMT Trip Charge	3.00	Each	80.00	\$240.00
1409	Compressive strength - Hollow block prisms (ASTM C 1314), per	6.00	Each	180.00	\$1,080.00
1407	Net area determination (ASTM C 140) , per specimen	6.00	Each	60.00	\$360.00
1412	Compressive strength of grout (ASTM C 1019), per specimen	6.00	Each	75.00	\$450.00
1490	Compressive strength of 2x2 mortar cube (ASTM C 109)	6.00	Each	34.00	\$204.00
Activity 1.6	Asphalt Pavement Observations				\$1,758.00
209	Sample pick-up	10.00	Hour	98.00	\$980.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Wear Course	1.00	Trips	5.00	5.00
	Non-Wear Course	1.00	Trips	5.00	5.00
1861	CMT Trip Charge	2.00	Each	80.00	\$160.00
1542	Thickness of Bituminous Core	6.00	Each	53.00	\$318.00
2680	Rice specific gravity (AASHTO T209), per sample	6.00	Each	50.00	\$300.00
Activity 1.7	Project Management, Engineering Review, Oversight				\$6,120.00
238	Project Assistant	8.00	Hour	90.00	\$720.00
226	Project Manager	20.00	Hour	165.00	\$3,300.00
128	Senior Engineer	3.00	Hour	200.00	\$600.00
1666	Special Inspection Final Report	1.00	Each	1,500.00	\$1,500.00
Phase 1 Total:					\$60,830.00
Phase 2	Building Enclosure Consulting, Observations and Testing (BECx)				
Activity 2.1	Design Review (ASHRAE 90.1)				\$2,356.00
162	Senior Consultant	8.00	Hour	185.00	\$1,480.00
163	Principal Consultant	4.00	Hour	219.00	\$876.00
Activity 2.2	Building Enclosure Observations (ASHRAE 90.1)				\$8,720.00
5532	Pre-Construction and Document Review	3.00	Each	672.00	\$2,016.00
5501	Building Enclosure Observation (Ea)	8.00	Each	788.00	\$6,304.00
1870	BaSS Trip Charge	8.00	Each	50.00	\$400.00
Activity 2.3	Building Enclosure Testing				\$3,515.00
5507	Air Barrier: Qualitative Air Leakage Testing, Bubble Gun	2.00	Each	339.00	\$678.00
5533	Window Tests: Pre-Test Meeting and Document Review	1.00	Each	672.00	\$672.00
5510	AAMA 501.2 Window Test (Ea)	2.00	Each	1,020.00	\$2,040.00
5538	RETEST/ADD'L - AAMA 501.2		Each	1,020.00	\$0.00
5150	BaSS Mobilization Charge	1.00	Each	125.00	\$125.00
Activity 2.4	Project Management and Reporting				\$2,281.00
5514	Window Testing Report (ea.) [one report per trip scheduled]	1.00	Each	302.00	\$302.00
5515	Final Report	1.00	Each	1,252.00	\$1,252.00
161	Project Consultant	1.00	Hour	172.00	\$172.00
162	Senior Consultant	3.00	Hour	185.00	\$555.00
Phase 2 Total:					\$16,872.00
Proposal Total:					\$77,702.00

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in compliance with applicable laws. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

Section 3, Item d.

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OR WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CLIENT OF \$50,000, WHICHEVER IS GREATER.

Section 3, Item d.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SATISFACTION OF SCDP COMMERCIAL REHABILITATION PROGRAM
COMBINATION SECURITY AGREEMENT, NOTE, REPAYMENT AGREEMENT AND
LIEN
DATE: MAY 21, 2025

In 2017, the City was awarded a Small Cities grant for funds to use in the rehabilitation of commercial properties in the downtown area with a total of 8 commercial rehabilitations that were intended to be completed as part of the grant project. The terms of the agreements with property owners that participated in the program were that the grantee must repay a portion of the funds they received within 5 years (first half was a no interest forgivable loan) or 10 years (second half was a 2% interest loan with monthly payments being made) of the award if the property is sold. The repayment agreement is a lien on the property.

The property at 121 Main Street W. is being sold and they would like a lien release. Staff has verified that the lien(s) are fully satisfied at this time (Loan #2 was paid in full in 2017 and Loan #1 was forgiven in full in 2022).

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

Recommendation

Council approval of the attached “Satisfaction of Combination Security Agreement, Note, Repayment Agreement and Lien” for the SCDP Commercial Rehabilitation Program with Douglas and Patty Lau.

Attachments:

1. Satisfaction of Combination Security Agreement, Note, Repayment Agreement and Lien
2. SCDP Commercial Rehabilitation Program Combination Security Agreement, Note, Repayment Agreement and Lien

SATISFACTION OF COMBINATION SECURITY AGREEMENT, NOTE, REPAYMENT AGREEMENT
AND LIEN

THAT CERTAIN REPAYMENT AGREEMENT with the City of New Prague, under the laws of the State of Minnesota, dated June 13th, 2017, executed by Douglas and Patty Lau, owners, as the grantees, to the City of New Prague, as the grantor, and filed for record June 16th, 2017 as DOCUMENT NO. A1027273, in the Office of the COUNTY RECORDER OF SCOTT COUNTY, MINNESOTA, is with the indebtedness thereby secured, fully paid and satisfied.

By: _____
Its Mayor

By: _____
Its City Administrator

COUNTY OF SCOTT
STATE OF MINNESOTA

On the ____ day of _____ 2025, before me, a Notary Public with and for said County, personally appeared Bruce Wolf, the Acting Mayor and Joshua M. Tetzlaff, the City Administrator of the City of New Prague to me known to be the person(s) described in and who executed the foregoing instrument and acknowledging that he/she executed the same as his/her free act and deed.

Notary Public

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

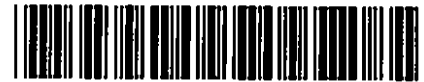
Receipt:# 574308

MTG \$46.00
Exempt From Tax

Return to
SOUTHWEST MINNESOTA
HOUSING PARTNERSHIP
2401 BROADWAY AVE
SLAYTON MN 56172

Section 3, Item e.

A10



Certified Filed and/or recorded on

6/16/2017 9 14 AM

Office of the County Recorder
Scott County, Minnesota
James L. Hentges, County Recorder
Cynthia M. Geis, Auditor/Treasurer

(Recording Information Only)

**CITY OF NEW PRAGUE
SMALL CITIES DEVELOPMENT PROGRAM**

COMMERCIAL REHABILITATION PROGRAM

**COMBINATION SECURITY AGREEMENT, NOTE,
REPAYMENT AGREEMENT AND LIEN**

THIS COMINATION SECURITY AGREEMENT, NOTE, REPAYMENT AGREEMENT AND LIEN, (hereinafter "the Agreement") made and entered into this 13th day of June, 2017, by and between Douglas Lau and Patty Lau, husband and wife, (hereinafter the "OWNERS"), and the **CITY OF NEW PRAGUE**, a municipal corporation under the laws of the State of Minnesota, having its principal office at **118 Central Avenue North, New Prague, Minnesota, 56071-2462**, (hereinafter the "CITY")

WITNESSETH :

WHEREAS, on the 13th day of June, 2017, (hereinafter the "Effective Date") the CITY made a loan (hereafter the "Loan") to the OWNERS in the amount of Twenty Seven Thousand Nine Hundred Fifty-Two Dollars and no/00 (\$27,952.00) to rehabilitate the commercial real estate hereinafter described, and,

WHEREAS, said Loan is made on the condition that the OWNERS execute this Agreement, and,

WHEREAS, said OWNERS declare that currently the commercial tenants occupying the Property are operating a bona fide, active, operating business on the premises

WHEREAS, said OWNERS state that they currently meet all criteria, unless waived by the CITY, under the Small Cities Development Program Procedural Guidelines and will continue to do so throughout the rehabilitation process, and,

NOW, THEREFORE, in consideration of the making of the Loan by the CITY to the OWNERS, the OWNERS do hereby agree as follows

1 Security

This Agreement secures to the CITY (a) The repayment of the debt evidenced by this Agreement, without interest, and all renewals, extensions and modifications, (b) the payment of all unforgiven principal deferred sums, evidenced by this Agreement, to protect the security granted hereunder, and (c) the performance of the OWNERS covenants and agreements under this Agreement. For these purposes, the OWNERS do hereby mortgage, grant and convey to the CITY, with the power of sale, the described real estate. As security for the obligation of the OWNERS to make repayment as provided in this Agreement, the OWNERS hereby grant and convey unto the CITY, and the CITY shall have a lien on the real estate located in the City of New Prague, Scott County, Minnesota, legally described as

See attached Exhibit "A"

Commonly known as 121 West Main Street New Prague, MN 56071 (hereinafter the "Property")

Said lien shall be in the full amount necessary to satisfy the Loan and the repayment obligation, as set forth in this Agreement, together with the costs, including reasonable attorney's fees, to collect such amount, if collection is necessary

2 Terms of the Agreement

This loan amount is divided into two loans for the purpose of repayment. LOAN #1 is comprised of Thirteen Thousand Nine Hundred Seventy-Six dollars (\$13,976 00). This loan shall be forgiven in the following manner

- A Interest shall accrue on this Loan at the rate of 0%
- B All payments of principal shall be deferred
- C The principal amount of the Loan shall be forgiven, in full, only after 5 years from the Effective Date, unless the OWNERS should default as described hereunder. Principal will be forgiven 20% annually from the Effective Date should the OWNERS remain in compliance with the Loan terms
- D This mortgage and all liens created hereunder will automatically terminate and be of no further force and effect if a Notice of Lis Pendens to Foreclose Mortgage has not been filed on or before June 13, 2022

If the BORROWER does not comply with the terms of this Agreement for the full ten-year period, the amount to be forgiven will be calculated based on the period of time of their compliance

LOAN #2 is comprised of Thirteen Thousand Nine Hundred Seventy-Six dollars (\$13,976 00). Interest will accrue on the unpaid balance at the rate of 2% per month for a term of ten years commencing June 13, 2017. Borrower agrees to repay this loan to the City ("Lender") in monthly installments of \$128 51 (including principal and interest). The first installment shall be due on the 1st day of July, 2017 and monthly payments shall continue on the 1st day of each month thereafter, as set forth in the amortization schedule identified as "Exhibit B" which is attached hereto and made a part hereof by reference. Payments made later than ten days after the 1st of each month will be subject to a \$15 00 late fee charge. A final payment in the amount of \$128 51 shall be due on the 1st day of June,

2027 All payments will be applied first to interest and then to principal The Borrower has the right to prepay the loans at any time without penalty

Payments on Loan #2 are to be made as directed above to

City of New Prague
Attn: Patty Solheid, Finance Director
118 Central Ave North
New Prague, MN 56071

3 Insurance

OWNERS agrees to keep all buildings, improvements, and fixtures, currently or in the future located on or a part of the Property, insured against loss by fire, extended coverage perils, vandalism, malicious mischief, and, if applicable, steam boiler explosion to the full insurable value and at least the amount of a total of all liens on property at all times while any amount remains unpaid under this Agreement. If any of the buildings, improvements or fixtures are located in a federally-designated flood prone area and if flood insurance is available for that area, OWNER shall procure and maintain flood insurance in amounts reasonably satisfactory to the CITY. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the CITY. The Property shall maintain property insurance and such insurance policy shall contain a mortgagee/loss payable clause in favor of the CITY affording all rights and privileges customarily provided under the so-called standard mortgage clause. The insurance policies shall provide for not less than thirty (30) days written notice to the CITY before cancellation, non-renewal, termination or change in coverage, and the OWNERS shall deliver to the CITY a duplicate original or certificate of insurance for such policies. In the event of damage to the Property by fire or other casualty, the OWNERS shall promptly give notice of such damage to the CITY and the insurance company.

4 Default

In the event of any default in the payment of any principal or other indebtedness due hereunder or any other breach of this Agreement, the CITY may, at its right and option, declare immediately due and payable the principal balance of this Agreement, together with any attorneys fees incurred by the CITY in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document securing this Agreement. The CITY may extend the time of payment of principal of this Agreement without notice to or consent of any party liable hereon and without releasing such party. Default by the OWNERS shall be defined by one or more of the following:

- A If the OWNERS fail to utilize the Small Cities Development Program funds for rehabilitation of the described Property in a manner authorized by the CITY
- B If the OWNERS fail to insure the Property as described above
- C If the real estate hereinafter described is sold, transferred, or otherwise conveyed, whether voluntarily or involuntarily, either while the OWNERS are living or by reason of the death of the OWNERS
- D If the OWNERS transfer any interest in the property by means of a contract for deed
- E If the OWNERS should become delinquent on their Property taxes and assessments attributed to the Property described hereunder

- F If in the event that the OWNERS are authorized to perform certain work elements as allowed by the Small Cities Development Program Procedural Guidelines and the OWNERS fail to fulfill the Work Agreement
- G If the OWNERS make untrue, false or fraudulent statement on the Small Cities Development Program Application
- H If the OWNERS fail to occupy the Property with the bona fide, active and operating business approved at the time of application, during the term of the Loan

In the event of default, the remaining unforgiven portion of the Loan shall be repaid to the CITY in the following manner

- A Repayment to the CITY shall be made by the OWNERS or his/her/their heirs, executors, or representatives not later than the 30th day following (a) the date of default or (b) notice of default by the CITY, whichever is earlier. If the Loan is not repaid during this repayment period, the OWNERS shall pay an interest rate of 12% per month until the outstanding balance is repaid
- B In its sole discretion, the CITY may designate a later date for payment and/or waive late fees. If the CITY makes such a designation, written notice will be given to the OWNERS, his/her/their heirs, executors, or representatives. Terms for repayment would then be as agreed between the parties

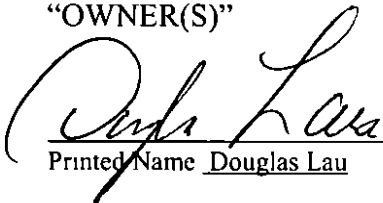
5 Covenants


- A The OWNERS agree to keep the Property free from all liens and encumbrances. The OWNERS further agree to commit or permit no waste on the Property, to keep the Property in good repair, and to pay any expenses or attorney's fees that may incur, by reason of litigation in protection of this Agreement
- B This Agreement may be prepaid in whole or in part without penalty
- C This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota
- D It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Minnesota
- E The provisions of this Agreement shall run with the real estate described above and shall inure to the benefit of and be binding upon the parties hereto and their respective, heirs, executors, representatives, successors and assigns

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this COMBINATION SECURITY AGREEMENT, NOTE, REPAYMENT AGREEMENT AND LIEN as of the day and year first above written

“OWNER(S)”


Printed Name Douglas Lau


Printed Name Patty Lau

STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

On this 13th day of June, 2017 before me, a Notary Public in and for the State of Minnesota, personally appeared Douglas Lau and Patty Lau, husband and wife to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as his/her/their free and voluntary act and deed




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Southwest Minnesota Housing Partnership
2401 Broadway Avenue, Suite 4
Slayton, MN 56172
507-836-1617

This instrument is exempt from registration tax under Section 287 04 of Minnesota Statutes

All that part of the Southeast Quarter (SE1) of the Southwest Quarter (SW1) of Section Thirty-four (34), Township One Hundred and thirteen (113), Range twenty-three (23) West, Scott County, Minnesota, described as follows: Starting at a point on the North line of Main Street, New Prague, Minnesota, which point is 215.8 feet West of an iron monument, which iron monument is 1648 links West and 33 feet North of the South Quarter corner of said Section 34, Township 113 North, Range 23 West, and running thence West, along the North line of said Main Street, a distance of 57 feet; running thence North, parallel to First Avenue Northwest a distance of 197.65 feet, thence East a distance of 57 feet along a line parallel to the North line of said Main Street; thence South 196.7 feet more or less along a line parallel to 1st Avenue Northwest, to the point of beginning

Together with the following easements for the purpose of driveway and right-of-way for access and egress to and between the above described premises and adjacent premises and streets, described as follows:

Beginning at a point on the North line of Main Street, New Prague, Minnesota, 215.8 feet West of the iron monument, which is 1648 links West and 33 feet North of the South Quarter corner of said Section 34; thence North, on a line parallel to 1st Avenue Northwest, a distance of 196.3 feet, thence East on a line parallel to said Main Street, a distance of 17 feet; thence South, on a line parallel to said First Avenue Northwest, a distance of 196.3 feet to the North line of said Main Street; thence West a distance of 17 feet to the point of beginning, for the purpose of a driveway and right-of-way for access and egress to and between said Main Street and the land immediately adjacent and to the North and to the East of the land first above described,

-AND ALSO-

That certain easement for travel and right-of-way purposes over the land described as follows: Starting at a point 57 feet West and 113 feet North of a point which is 215.8 feet West of an iron monument, which iron monument is 1648 links West and 33 feet North of the South Quarter corner of said Section 34, and running thence West and parallel to said Main Street a distance of 10 feet; thence North along a line parallel to First Avenue Northwest, a distance of 74.65 feet, thence West along a line parallel to said Main Street, a distance of 20 feet; thence North along a line parallel to said First Avenue Northwest, a distance of 207.65 feet, more or less, to a point on the South line of First Street Northwest; thence East along the South line of First Street Northwest a distance of 10 feet; thence South along a line parallel to First Avenue Northwest a distance of 197.65 feet, thence East along a line parallel to said Main Street, a distance of 20 feet; thence South, along a line parallel to First Avenue Northwest a distance of 84.65 feet, more or less, to the point of beginning,

-AND ALSO-

All rights for travel and right-of-way purposes contained in easement from Richard F. Korbel and Mary Korbel dated April 15th, 1954, recorded April 19th, 1954, in Book 129 of Deeds on Pages 476-7 in the office of the County Recorder of Scott County, Minnesota, described as follows:

An easement for right of way purposes and passage over and across a strip of land 15 feet wide described as follows:

Starting at a point 197.65 feet north and 57 feet west of a point on the north line of Main Street, New Prague, Minnesota, which point is 215.8 feet west of an iron monument which iron monument is 1648 links west and 33 feet north of the south quarter corner of said Section 34, Township 113 North, Range 23 West, and running thence in a northerly direction seventy feet, thence in an easterly direction fifteen feet, thence in a southerly direction seventy feet, and thence in a westerly direction fifteen feet to the point of beginning.

-AND ALSO-

All easement rights for driveway and right-of-way purposes reserved by grantors in deed to Richard F. Korbel and Mary Korbel dated January 11, 1949, and recorded December 7, 1949, in Book 118 of Deeds on Page 476 in the office of the County Recorder for Scott County, Minnesota, described as follows.

All that part of the SE1 of the SW1 of Sec. 34, Twp. 113, N. Rng. 23 W. Scott County, Minnesota, described as follows. Starting at a point 189.3 feet north of a point on the north line of Main Street, New Prague, Minnesota, which point is 215.8 feet west of an iron monument which iron monument is 1648 links west and 33 feet north of the south quarter corner of said section 34, Twp. 113, Rng. 23 W, and running thence east parallel to Main Street a distance of 47.3 feet; running thence north parallel to First Avenue NW a distance of 204.1 feet to the south line of First Street NW; running thence west along the south line of First Street NW a distance of 134.3 feet; running thence South parallel to First Avenue NW a distance of 197.65 feet; running thence east parallel to Main Street a distance of 87 feet; and running thence south parallel to First Avenue NW a distance of 7.4 feet more or less to the point of beginning, subject to an easement reserved by grantors, their heirs and assigns for driveway and right-of-way purposes over and across the westerly ten feet of the above described tract.

24 934149-

EASEMENTS AS PART OF EXHIBIT "A"

SUBJECT TO:

That no building on the property conveyed shall ever be used as a slaughterhouse or for dressing of animals or poultry and that this covenant shall run with the land and be binding on the parties to this agreement, the survivor of said parties and the heirs and assigns of said survivor,

-AND ALSO-

Subject to a Wall Agreement Easement dated August 1, 1961, filed November 13, 1961, and recorded in Book 153 of Deeds on Pages 27-29.

AND FURTHER subject to a telephone systems easement dated July 31, 1970, filed August 18, 1970, and recorded as Doc. No. 124124.

-AND ALSO-

All other easements and agreements of record.

OK
01

Douglas and Patty Lau

Compound Period Monthly

Nominal Annual Rate 2.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/13/2017	13,976.00	1		
2 Payment	07/01/2017	128.51	120	Monthly	06/01/2027

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	06/13/2017				13,976.00
1	07/01/2017	128.51	13.78	114.73	13,861.27
2	08/01/2017	128.51	23.10	105.41	13,755.86
3	09/01/2017	128.51	22.93	105.58	13,650.28
4	10/01/2017	128.51	22.75	105.76	13,544.52
5	11/01/2017	128.51	22.57	105.94	13,438.58
6	12/01/2017	128.51	22.40	106.11	13,332.47
2017 Totals		771.06	127.53	643.53	
7	01/01/2018	128.51	22.22	106.29	13,226.18
8	02/01/2018	128.51	22.04	106.47	13,119.71
9	03/01/2018	128.51	21.87	106.64	13,013.07
10	04/01/2018	128.51	21.69	106.82	12,906.25
11	05/01/2018	128.51	21.51	107.00	12,799.25
12	06/01/2018	128.51	21.33	107.18	12,692.07
13	07/01/2018	128.51	21.15	107.36	12,584.71
14	08/01/2018	128.51	20.97	107.54	12,477.17
15	09/01/2018	128.51	20.80	107.71	12,369.46
16	10/01/2018	128.51	20.62	107.89	12,261.57
17	11/01/2018	128.51	20.44	108.07	12,153.50
18	12/01/2018	128.51	20.26	108.25	12,045.25
2018 Totals		1,542.12	254.90	1,287.22	
19	01/01/2019	128.51	20.08	108.43	11,936.82
20	02/01/2019	128.51	19.89	108.62	11,828.20
21	03/01/2019	128.51	19.71	108.80	11,719.40
22	04/01/2019	128.51	19.53	108.98	11,610.42
23	05/01/2019	128.51	19.35	109.16	11,501.26
24	06/01/2019	128.51	19.17	109.34	11,391.92
25	07/01/2019	128.51	18.99	109.52	11,282.40
26	08/01/2019	128.51	18.80	109.71	11,172.69
27	09/01/2019	128.51	18.62	109.89	11,062.80
28	10/01/2019	128.51	18.44	110.07	10,952.73
29	11/01/2019	128.51	18.25	110.26	10,842.47
30	12/01/2019	128.51	18.07	110.44	10,732.03
2019 Totals		1,542.12	228.90	1,313.22	

Douglas and Patty Lau

	Date	Payment	Interest	Principal	Balance
31	01/01/2020	128.51	17.89	110.62	10,621.41
32	02/01/2020	128.51	17.70	110.81	10,510.60
33	03/01/2020	128.51	17.52	110.99	10,399.61
34	04/01/2020	128.51	17.33	111.18	10,288.43
35	05/01/2020	128.51	17.15	111.36	10,177.07
36	06/01/2020	128.51	16.96	111.55	10,065.52
37	07/01/2020	128.51	16.78	111.73	9,953.79
38	08/01/2020	128.51	16.59	111.92	9,841.87
39	09/01/2020	128.51	16.40	112.11	9,729.76
40	10/01/2020	128.51	16.22	112.29	9,617.47
41	11/01/2020	128.51	16.03	112.48	9,504.99
42	12/01/2020	128.51	15.84	112.67	9,392.32
2020 Totals		1,542.12	202.41	1,339.71	
43	01/01/2021	128.51	15.65	112.86	9,279.46
44	02/01/2021	128.51	15.47	113.04	9,166.42
45	03/01/2021	128.51	15.28	113.23	9,053.19
46	04/01/2021	128.51	15.09	113.42	8,939.77
47	05/01/2021	128.51	14.90	113.61	8,826.16
48	06/01/2021	128.51	14.71	113.80	8,712.36
49	07/01/2021	128.51	14.52	113.99	8,598.37
50	08/01/2021	128.51	14.33	114.18	8,484.19
51	09/01/2021	128.51	14.14	114.37	8,369.82
52	10/01/2021	128.51	13.95	114.56	8,255.26
53	11/01/2021	128.51	13.76	114.75	8,140.51
54	12/01/2021	128.51	13.57	114.94	8,025.57
2021 Totals		1,542.12	175.37	1,366.75	
55	01/01/2022	128.51	13.38	115.13	7,910.44
56	02/01/2022	128.51	13.18	115.33	7,795.11
57	03/01/2022	128.51	12.99	115.52	7,679.59
58	04/01/2022	128.51	12.80	115.71	7,563.88
59	05/01/2022	128.51	12.61	115.90	7,447.98
60	06/01/2022	128.51	12.41	116.10	7,331.88
61	07/01/2022	128.51	12.22	116.29	7,215.59
62	08/01/2022	128.51	12.03	116.48	7,099.11
63	09/01/2022	128.51	11.83	116.68	6,982.43
64	10/01/2022	128.51	11.64	116.87	6,865.56
65	11/01/2022	128.51	11.44	117.07	6,748.49
66	12/01/2022	128.51	11.25	117.26	6,631.23
2022 Totals		1,542.12	147.78	1,394.34	
67	01/01/2023	128.51	11.05	117.46	6,513.77
68	02/01/2023	128.51	10.86	117.65	6,396.12
69	03/01/2023	128.51	10.66	117.85	6,278.27
70	04/01/2023	128.51	10.46	118.05	6,160.22
71	05/01/2023	128.51	10.27	118.24	6,041.98
72	06/01/2023	128.51	10.07	118.44	5,923.54
73	07/01/2023	128.51	9.87	118.64	5,804.90

Douglas and Patty Lau

	Date	Payment	Interest	Principal	Balance
74	08/01/2023	128 51	9 67	118 84	5,686 06
75	09/01/2023	128 51	9 48	119 03	5,567 03
76	10/01/2023	128 51	9 28	119 23	5,447 80
77	11/01/2023	128 51	9 08	119 43	5,328 37
78	12/01/2023	128 51	8 88	119 63	5,208 74
2023 Totals		1,542 12	119 63	1,422 49	
79	01/01/2024	128 51	8 68	119 83	5,088 91
80	02/01/2024	128 51	8 48	120 03	4,968 88
81	03/01/2024	128 51	8 28	120 23	4,848 65
82	04/01/2024	128 51	8 08	120 43	4,728 22
83	05/01/2024	128 51	7 88	120 63	4,607 59
84	06/01/2024	128 51	7 68	120 83	4,486 76
85	07/01/2024	128 51	7 48	121 03	4,365 73
86	08/01/2024	128 51	7 28	121 23	4,244 50
87	09/01/2024	128 51	7 07	121 44	4,123 06
88	10/01/2024	128 51	6 87	121 64	4,001 42
89	11/01/2024	128 51	6 67	121 84	3,879 58
90	12/01/2024	128 51	6 47	122 04	3,757 54
2024 Totals		1,542 12	90 92	1,451 20	
91	01/01/2025	128 51	6 26	122 25	3,635 29
92	02/01/2025	128 51	6 06	122 45	3,512 84
93	03/01/2025	128 51	5 85	122 66	3,390 18
94	04/01/2025	128 51	5 65	122 86	3,267 32
95	05/01/2025	128 51	5 45	123 06	3,144 26
96	06/01/2025	128 51	5 24	123 27	3,020 99
97	07/01/2025	128 51	5 03	123 48	2,897 51
98	08/01/2025	128 51	4 83	123 68	2,773 83
99	09/01/2025	128 51	4 62	123 89	2,649 94
100	10/01/2025	128 51	4 42	124 09	2,525 85
101	11/01/2025	128 51	4 21	124 30	2,401 55
102	12/01/2025	128 51	4 00	124 51	2,277 04
2025 Totals		1,542 12	61 62	1,480 50	
103	01/01/2026	128 51	3 80	124 71	2,152 33
104	02/01/2026	128 51	3 59	124 92	2,027 41
105	03/01/2026	128 51	3 38	125 13	1,902 28
106	04/01/2026	128 51	3 17	125 34	1,776 94
107	05/01/2026	128 51	2 96	125 55	1,651 39
108	06/01/2026	128 51	2 75	125 76	1,525 63
109	07/01/2026	128 51	2 54	125 97	1,399 66
110	08/01/2026	128 51	2 33	126 18	1,273 48
111	09/01/2026	128 51	2 12	126 39	1,147 09
112	10/01/2026	128 51	1 91	126 60	1,020 49
113	11/01/2026	128 51	1 70	126 81	893 68
114	12/01/2026	128 51	1 49	127 02	766 66
2026 Totals		1,542 12	31 74	1,510 38	

Douglas and Patty Lau

Date	Payment	Interest	Principal	Balance
115 01/01/2027	128 51	1 28	127 23	639 43
116 02/01/2027	128 51	1 07	127 44	511 99
117 03/01/2027	128 51	0 85	127 66	384 33
118 04/01/2027	128 51	0 64	127 87	256 46
119 05/01/2027	128 51	0 43	128 08	128 38
120 06/01/2027	128 51	0 13	128 38	0 00
2027 Totals	771 06	4 40	766 66	
Grand Totals	15,421 20	1,445 20	13,976 00	



SERVING THE COMMUNITY SINCE 1884

New Prague Fire Department

505 5TH Ave. NW New Prague, MN 56071

Mayor and City Council,

With the purchase of the SCBA last fall and the closing of the litigation with Honeywell, we would like to put our old equipment on an auction site. The equipment is of no use to us anymore and we would like to try and sell it.

Steve Rynda
Fire Chief



SERVING THE COMMUNITY SINCE 1884

New Prague Fire Department

505 5TH Ave. NW New Prague, MN 56071

Mayor and City Council,

With the retirements of 2 of our members in May and in June, we need to hire 2 more members. After the application period, we reviewed 4 applications. Interviews and agility tests were held, and I am recommending the hiring of Sam Eaton and Mathew Zweber. I feel both Sam and Mathew will be great additions to our department. Mathew comes to us fully trained, as he was a member of St. Johns Fire Department. Sam comes to us with a great work ethic, working in the trades field.

Steve Rynda
Fire Chief



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: MATTHEW RYNDA, PUBLIC WORKS DIRECTOR
KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSAL FOR THE DEVELOPMENT OF A WASTEWATER SYSTEM COST OF SERVICE MODEL
DATE: MAY 27, 2025

As a follow-up to Bolton & Menk completing the Sanitary Sewer Feasibility Study, which is an addendum to the City's Comprehensive Plan, which was adopted in the fall of 2024,

Staff reached out to Bolton & Menk to do the model that would help us determine sewer area charges for new developments (of which there are none currently) and new users connecting to the existing system (which are collected at the time of building permits being issued based on their estimated demand on the sewer system).

The proposal for the study is \$8,000 which would establish an area charge for development of unplatted lands as well as to reconfigure the sewer access charge (SAC) which is collected at the time of building permits.

Recommendation

Staff recommends that the City Council approve Bolton & Menk to do the study, and funds would be paid out of the sewer budget.



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
MATT RYNDA, PUBLIC WORKS DIRECTOR
SUBJECT: CITY CENTER POND DESIGN PROPOSAL FROM SEH
DATE: MAY 28, 2025

The City Council recently awarded a contract for grading the City Center Site for the POPS facility. It was noted at the time that a plan for the future retention pond which was included in the concept plan for the site (and was originally conceptually planned for at this site dating back to the 2012 CIP Project when supporting stormwater pipes were installed) was not included with the grading of the site while staff was waiting for notification of possible funding that would assist in paying for the final design of the pond.

Staff recently learned from the Scott County Watershed Management Organization that funding had been approved in the amount of \$37,700 for final design of the City Center pond. The funding does require a local 10% match of \$3,700.

Staff obtained the attached pond design proposal from SEH which would provide plans that are shovel ready for future bidding. The design work is expected to be completed by the end of July 2025. Staff are working on a proposal for funding the pond construction which would be provided for at a future meeting.

Recommendation

Staff recommends that the City Council approve the proposal with SEH dated 5/27/25 in the amount of \$40,700 with \$37,000 of the funding coming from the Scott County WMO and the \$3,700 local match paid for from the stormwater utility budget.

Attachments:

1. City Center Pond Design Proposal from SEH – Dated 5/27/25
2. Site Concepts (undated)



Building a Better World
for All of Us®

May 27, 2025

RE: Proposal for Professional Services
City Center Pond Design

Ken Ondich
Planning/Community Development Director
City of New Prague
118 Central Avenue N
New Prague, MN 56071-1534

Dear Ken:

Since 2010, the City of New Prague has planned for a pond to be constructed at the city-owned property located north of Main Street (TH19) and between 3rd Avenue NW and 2nd Avenue NW. This has been referred to as the City Center pond. The transformation of this property has already started with the removal of excess gravel and replacement with topsoil and grass to provide a park-like aesthetic to the area. Construction of an outdoor performance stage on the southeastern side of the property is also expected to start later this year. The pond would be constructed west of the outdoor performance stage. The purpose of this pond is to reduce runoff rates to Philipps Creek located to the west which will also reduce pollutants including phosphorus and suspended solids (sediment). It will also provide stormwater treatment for potential redevelopment on the north side of the property. The City has applied for a grant through the Scott County Watershed Management Organization (WMO) for design of this pond. It is expected that the awarded grant will cover 90% of the pond design cost.

ANTICIPATED SCOPE OF SERVICES:

Conceptual pond designs were provided previously with the City Center Comprehensive Stormwater Management Plan in 2010 and refined with the 2012 Street and Utility Improvement Project. In 2012, piping was constructed through the site to provide future inlet and outlet infrastructure. With changes to this site including partial redevelopment for the outdoor recreational facility and the adaption of new statewide stormwater standards in 2014, extensive updates to the previous conceptual pond layout and design are expected.

Our primary scope of services includes:

1. Preparation of base drawings primarily obtained from the recent grading project.
2. Updated site layout for the City Center including the performance stage and potential future improvements. Based on the small area development plan.
3. Watershed updates and analysis.
4. Pond sizing and outlet design through Hydrocad.
5. Pond grading and design.
6. Preparation of Construction Drawings and specifications.
7. Erosion control plan and SWPPP
8. Stormwater submittal including existing and proposed conditions for treatment and rate control.
9. Preparation of "shovel ready" design documents for future bidding. Construction of the project is expected to occur when funded.

Engineers | Architects | Planners | Scientists

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

507.388.1989 | 877.316.7636 | 888.908.8166 fax | sehinc.com

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



**City Center Pond
New Prague, Minnesota**

DETAILED TASK HOUR BUDGET/COST ANALYSIS					
	Knutson Civil Engr PE	Webb Water Res PE	Kosek Design Eng PE	Brinkman Admin Tech	Totals
Task 1.0 - Final Design and Document Preparation					
Project Management / Project Administration / misc.	12				12
Arrange, Prepare and attend Utility Coordination meeting #1 / Agenda / Minutes - (Virtual)	2		1		3
Update Site Layout	4				4
Watershed Analysis	1	4	2		7
Pond Hydraulics Design / Hydrocad / Outlet Design		16	6		22
MIDS Pollutant Calculations		12			12
Pond Grading Layout and Design	2		8		10
Storm sewer layout, design and sizing		4	4		8
Determine plan sheet layout and cut plan sheets			12		12
Prepare / Review Title Sheet			4		4
Prepare / Review Statement of Estimated Quantities Sheets			4		4
Prepare / Review Quantity Tabulation / Structure Schedule Sheets			4		4
Prepare / Review Detail Sheets (2 estimate)			12		12
Prepare / Review Coordinate Tabulation			4		4
Prepare / Review Removal Sheet			2		2
Prepare / Review Plan & Profile Sheets			16		16
Prepare / Review Construction Notes, Standard Plates, etc.			8		8
Prepare / Review SWPPP/Turf Establishment Sheets			8		8
Prepare for and attend 60 percent review with city staff - (Virtual)	2		2		4
Calculate/Review Earthwork	1		6		7
Takeoff Quantities / Prepare Engineer's Estimate	2		12		14
Prepare for and attend 95 percent review with city staff - (Virtual)	2		2		4
Prepare/Review/Revise Specifications and Bid Contract	16			4	20
Prepare Final Hydraulic Submittal	1	12	4		17
Submit to Scott County WMO for Review/Comment	2				2
Finalize Plans for future Bidding/Construction	4		4	2	10
3rd Avenue NW Preliminary Design	8		28		
Subtotal Hours this Task:	59	48	153	6	266
Subtotal Fee this Task:	\$40,700				

May 27, 2025
Page 2

10. Preliminary design of 3rd Avenue NW between Main Street and 2nd Street NW. This will include alignment, profile, and concept layout. The preliminary design will not be included with the bidding documents and is assumed for future construction only.

PROPOSED FEES:

We propose to provide the services outlined above for a lump sum fee of \$40,700.

SCHEDULE AND FUTURE STEPS:

Our schedule includes completion of the project by the end of July 2025. This would allow potential construction of the proposed improvements in the fall of this year if funding is secured.

Please contact me with any questions or comments concerning this proposal/agreement.

Sincerely,



SHORT ELLIOTT HENDRICKSON INC.

Chris Knutson, PE
Project Manager/City Engineer
(Lic. MN)
cdk

Attachments

1. Supplemental Letter Agreement

x:\ko\in\newpr\common\proposals\city center pond\design\letter agreement rev.docx

DocuSign Envelope ID: 51EF08DB-A01E-4F3D-A710-27CC69128E87

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of New Prague ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective May 8, 2009, this Supplemental Letter Agreement dated May 27, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: City Center Pond Final Design.

Client's Authorized Representative: Ken Ondich
Address: 118 Central Ave N, New Prague, Minnesota 56071, United States
Telephone: 952.758.4401 **email:** kondich@ci.new-prague.mn.us

Project Manager: Chris Knutson
Address: 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001
Telephone: 507.237.8383 **email:** cknutson@sehinc.com

Scope: The Services to be provided by Consultant: See the attached letter dated May 27, 2025.

Schedule: Completion by the end of July 2025.


Payment:

The lump sum fee is \$40,700 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, shall be compensated in accordance with the rate schedule.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

By: 
 Full Name: Chris Knutson
 Title: Client Service Manager

City of New Prague

By: _____
 Full Name: _____
 Title: _____

 By: _____
 Full Name: _____
 Title: _____

DocuSign Envelope ID: 51EF08DB-A01E-4F3D-A710-27CC69128E87

Exhibit A-2**Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option**

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

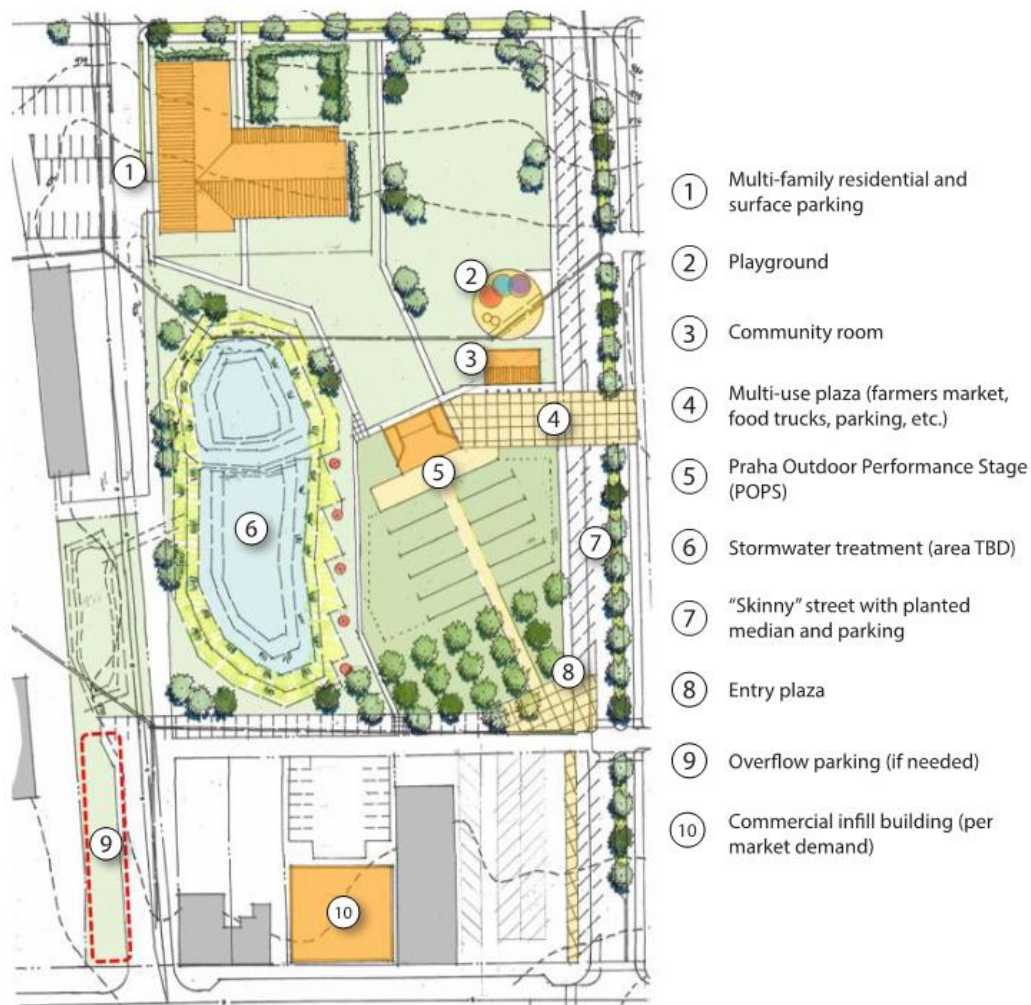
1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure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

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

SITE VISION

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.





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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: NEW PRAGUE CHAMBER OF COMMERCE – LG214 PREMISES PERMIT
APPLICATION & LG215 LEASE FOR LAWFUL GAMBLING ACTIVITY
DATE: MAY 28, 2025

Attached is an application request from New Prague Chamber of Commerce for a Premises Permit and Lease for Lawful Gambling Activity to conduct electronic pull-tabs and electronic linked bingo at Neisen's Corner Bar II, 100 Main Street West, New Prague, beginning June 2, 2025, or as soon thereafter once approved.

Recommendation

Staff recommends approval of the Premises Permit Application and Lease for Lawful Gambling Activity for New Prague Chamber of Commerce.

MINNESOTA LAWFUL GAMBLING

6/15 Page 2 of 2

LG214 Premises Permit Application**Annual Fee \$150 (NON-REFUNDABLE)****REQUIRED ATTACHMENTS TO LG214**

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:

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

Questions? Call 651-539-1900 and ask for Licensing.**ORGANIZATION INFORMATION**Organization Name: NEW PRAGUE CHAMBER OF COMMERCE License Number: 05545Chief Executive Officer (CEO) CASSANDRA BARTEN Daytime Phone: 763-639-2291Gambling Manager: SARA ZWEBER Daytime Phone: 952-201-5943**GAMBLING PREMISES INFORMATION**Current name of site where gambling will be conducted: NEISEN'S CORNER BAR II

List any previous names for this location:

CORNER BARStreet address where premises is located: 100 W MAIN STREET
(Do not use a P.O. box number or mailing address.)

City:	OR	Township:	County:	Zip Code:
NEW PRAGUE			LE SUEUR	56071

Does your organization own the building where the gambling will be conducted?

☐

Yes

☒

No

If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?

☒

Yes

☐

No

☐

Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?

☒

Yes

☐

No

☐

Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTABank Name: FIRST BANK & TRUST Bank Account Number: XXXXXXXBank Street Address: 1101 1ST STREET SE City: NEW PRAGUE State: MN Zip Code: 56071**ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES**

Address (Do not use a P.O. box number): City: State: Zip Code:

101 E MAIN STREETNEW PRAGUEMN56071MNMN

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>NEW PRAGUE</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> Local unit of government must sign. </div>	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

Cassandra Barten
Cassandra Barten (May 28, 2025 14:27 CDT)
May 28, 2025
Signature of Chief Executive Officer (designee may not sign)
Date

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

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

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

LG215 Lease for Lawful Gambling Activity

6/15 Page 1 of 2

LEASE INFORMATION

Organization:	License/Site Number:	Daytime Phone:
NEW PRAGUE CHAMBER OF COMMERCE	05545-001	952-758-4360
Address:	City:	State: Zip:
101 EAST MAIN STREET	NEW PRAGUE	MN 56071
Name of Leased Premises:	Street Address:	
NEISEN'S CORNER BAR II	100 WEST MAIN STREET	
City:	State: Zip:	Daytime Phone:
NEW PRAGUE	MN 56071	9525949029
Name of Legal Owner:	Business/Street Address:	
Neisen investments llc	101 east main street	
City:	State: Zip:	Daytime Phone:
Belle plaine	Mn 56012	9525949029
Name of Lessor (if same as legal owner, write "SAME"):	Address:	
SAME		
City:	State: Zip:	Daytime Phone:

Check applicable item:

- ☒ **New or amended lease.** Effective date: 5-28-25. Submit changes at least ten days **before** the effective date of the change.
- ☐ **New owner.** Effective date: _____. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- | | |
|--|---|
| <input type="checkbox"/> Pull-Tabs (paper) | <input checked="" type="checkbox"/> Electronic Pull-Tabs |
| <input type="checkbox"/> Pull-Tabs (paper) with dispensing device | <input checked="" type="checkbox"/> Electronic Linked Bingo |
| <input type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo | Electronic games may only be conducted: |
| <input type="checkbox"/> Tipboards | 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or |
| <input type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table | 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100. |

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15%, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: ____%, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: ____%, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:

Date:

May 28, 2025

Ryan Neisen (May 28, 2025 14:53 CDT)

Signature of Organization Official (Lessee):

Date:

Print Name and Title of Lessor:

Ryan Neisen

Print Name and Title of Lessee:

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:

Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113

Fax: 651-639-4032

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

}

**CITY OF NEW PRAGUE
 RESOLUTION #25-06-02-01
 RESOLUTION APPROVING LAWFUL GAMBLING PREMISES PERMIT APPLICATION
 FOR NEW PRAGUE CHAMBER OF COMMERCE**

WHEREAS, New Prague Chamber of Commerce has applied to the Gambling Control Board of the State of Minnesota for a PREMISES PERMIT to conduct lawful gambling as described therein at Neisen's Corner Bar II, 100 Main Street West, New Prague, Minnesota 56071.

WHEREAS, the provisions of Minn. Stat. 349.213, subd. 2 require that the City Council of the City of New Prague notify the Gambling Control Board of the State of Minnesota of its approval of said application before a PREMISES PERMIT is APPROVED.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of New Prague, that the City Council APPROVES of the application previously described herein, and directs that the City Administrator notify the Gambling Control Board of the State of Minnesota of its approval by submitting a copy of this resolution of approval thereto.

Adopted by the City Council of the City of New Prague on this 2nd day of June, 2025.

 Bruce Wolf, Acting Mayor

ATTEST:

 Joshua M. Tetzlaff,
 City Administrator

REVISED May 28, 2025, to reflect Pay 2025 values and the project cost based on the construction bid

FIVE - YEAR CAPITAL IMPROVEMENT PLAN FOR ISSUANCE OF GENERAL OBLIGATION CIP BONDS:

City of New Prague, Minnesota

2025 - 2029



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted a Statute (Section 475.521, referred to herein as the “CIP Act”) that allows cities to issue municipal bonds under a capital improvement plan without a referendum requirement (except for the so-called “reverse referendum” petition provision described below). The CIP Act applies to specific capital improvements for the purposes of city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality, as well as libraries and town halls to the meaning of a capital improvement under the CIP Act.

Throughout this plan, the term “Capital Improvement” refers only to those improvements identified in the CIP Act, as summarized above. Capital expenditures for other public improvements in the City of New Prague (the “City”) will be funded through other means identified in the City’s regular capital improvement planning and budgeting processes and are not governed by this plan.

PURPOSE

A Capital Improvement as defined in the CIP Act is a major expenditure of municipal funds for the acquisition or betterment to public lands, buildings, or other improvements used as a city hall, town hall, library, public safety, or public works facility, any of which have a useful life of 5 years or more. For the purposes of the CIP Act, Capital Improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than a city or town hall, or land for those facilities. A Capital Improvement Plan (“CIP”), as identified by the CIP Act is a document designed to anticipate Capital Improvement expenditures over a five-year period so that they may be acquired, constructed and/or installed in a cost-effective and efficient manner. The CIP must set forth the estimated schedule, timing, and details of specific Capital Improvements by year, together with the estimated cost, need for improvement, and sources of revenue to pay for the improvement.

The City believes the capital improvement process is an important element of responsible fiscal management and engages in adoption of a comprehensive capital improvement plan for city-wide capital

expenditures annually as part of its budgeting process. That annual capital planning process is related to but distinct from this document which is the CIP as referenced in the CIP Act described above.

As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives and impact on operating expenditures. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. To offset financially difficult times, good planning is essential for the wise use of limited financial resources.

PLANNING PROCESS

The City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding as part of its budgeting process. The City assembles the specific capital expenditures to be undertaken within the next five years, and prepares a plan based on project priorities and available funding sources. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If the plan calls for general obligation bonds to finance certain Capital Improvements (referred to herein as “CIP Bonds”), the City Council must follow an additional set of procedures. The City may adopt a CIP specifically for those Capital Improvements and address various factors identified within the CIP Act. This CIP, therefore, supplements the City’s established capital planning process.

The Council must hold a public hearing regarding issuance of the CIP Bonds to obtain public comment on the matter. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City’s official web site.

The Council must approve the sale of CIP Bonds by a 3/5ths vote of its membership. However, issuance of CIP Bonds is also subject to reverse referendum: if a valid petition is signed by voters equal to at least five percent of the votes cast in the City in last general election and is filed with the City Clerk within 30 days after the public hearing regarding the CIP Bonds, the CIP Bonds may not be issued under the CIP Act unless

approved by a majority of voters voting on the question of issuing the obligations.

Further, the maximum debt service in any year on all City CIP Bonds outstanding and proposed to be issued is an amount equal to 0.16% of the estimated market value of property in the city, using the market value for the taxes-payable year in which the bonds are issued.

After the CIP has been approved and general obligation bonds have been authorized, the City works with its municipal advisor to prepare a bond sale and repayment schedule. Assuming no petition for a referendum is filed, the bonds are sold, and when proceeds from the sale of the bonds (and any other identified revenue sources) become available, prior qualifying expenditures for specified Capital Improvements can be reimbursed and new expenditures made.

II. PROJECT SUMMARY

The Capital Improvements to be undertaken with this CIP for the years 2025 to 2029 are limited to the expenditures listed below. All other foreseeable capital expenditures within the City government will be funded through other means as identified within the City’s annual budgeting process.

2025 Expenditures

Construction of a new police facility within the City. The City proposes to finance the construction of the police facility through issuance Capital Improvement Plan Bonds (referred to as “CIP Bonds”) under the CIP Act and this CIP. The CIP Bonds are anticipated to be issued in 2025, in a principal amount not to exceed \$11,000,000.

2026 Expenditures

None contemplated at this time.

2027 Expenditures

None contemplated at this time.

2028 Expenditures

None contemplated at this time.

2029 Expenditures

None contemplated at this time.

III. FACTORS OF CONSIDERATION

The CIP Act requires the City Council to consider eight factors in preparing the CIP and authorizing general obligation bonds to finance Capital Improvements thereunder:

1. Condition of the City's existing infrastructure, including projected need for repair or replacement.
2. Likely demand for the improvement.
3. Estimated cost of the improvement.
4. Available public resources.
5. Level of overlapping debt in the City.
6. Relative benefits and costs of alternative uses of funds.
7. Operating costs of the proposed improvement.
8. Alternatives for providing services most efficiently through shared facilities with other cities or local governments.

The City has considered the eight points as they relate to the aforementioned capital improvement and the issuance of CIP Bonds. The findings are as follows:

Conditions of City Infrastructure and Need for the Project

The City continues to experience exponential growth, and the police department continues to grow proportionally to its service area. This necessitates a larger and more functional facility. A facilities study was conducted which showed the need for a new police facility. This need stems from a cramped working space, inadequate evidence area, a locker room / changing area that has little to no space and a shower that is not operational, and a poor meeting / interrogation space, among other deficiencies.

The proposed facility would meet the current needs of the department and allow for future expansion.

Demand for the Project

The City continues to experience exponential growth given the undeveloped land in the City well-positioned for residential development. Population growth models forecast the City will continue to grow and is projected to have a population of 9,600 in 2030 and 11,874 by 2040. Due to the growth and the resulting increased demand for services, the City Council has determined a need for the new police facility.

As the City continues to grow and more demands for services are required, the City has a responsibility to deliver these services for the safety, health, and welfare of the community. The Capital Improvements identified in this CIP are required to adequately provide services to residents and businesses over the next 15-20 years.

Estimated Cost of the Projects

The cost of the capital improvement project to be financed is estimated to be approximately \$11 million inclusive of hard and soft costs for construction.

Availability of Public Resources

The City intends to finance the Capital Improvement through issuance of General Obligation CIP Bonds in an aggregate principal amount of up to \$11,000,000. *Note: the anticipated bond amount includes estimates for cost of issuance, capitalized interest, and underwriter discount.* Given the estimated costs of the police facility, debt is necessary to finance the costs and preserve necessary operating resources. The City may consider leveraging reserves to reduce the amount of debt for the Capital Improvements.

Level of Overlapping Debt

Taxing Unit(1)	2023/24 Adjusted Taxable Net Tax Capacity	Est. G.O. Debt As of 6-6-24(2)	Debt Applicable to Tax Capacity in City	
			Percent	Amount
Le Sueur County	\$ 59,041,870	\$ 36,095,000	8.0%	\$ 2,887,600
Scott County	318,207,331	96,455,000	2.1	2,025,555
ISD No. 721 (New Prague)	34,057,706	66,665,000	33.4	22,266,110
Total				\$27,179,265

- (1) Only those units with outstanding general obligation debt are shown here.
(2) Excludes general obligation tax and aid anticipation certificates and revenue-supported debt.

Relative Costs and Benefits of Alternative Uses of the Funds

The current space limitations, functional obsolescence, and inadequate layout for police services necessitate capital investments by the City over the next 5 years. There are no significant alternative uses of funds that would provide the same long-term solution for the capital improvement project designated in this CIP.

Operating Costs of the Proposed Improvements

The annual operating costs for the proposed capital improvement project will increase in 2026 when the police facility becomes operational but will remain relatively stable thereafter. All other operating costs have been accounted for and considered within the City’s operating budget.

Options for Shared Facilities with Other Cities or Local Government

The City determined that utilizing shared facilities with adjacent cities was not a viable alternative to the City’s plans to expand and bolster fire, police, and city services.

FINANCING

The aggregate principal amount of CIP Bonds to be issued under this CIP, in one ore more series, at one time or from time to time, shall not exceed \$11,000,000. Principal and interest on the CIP Bonds will be paid through a tax levy over the term of the CIP Bonds, further shown in Appendix A.

In financing the CIP, two significant statutory limitations apply. First, under Chapter 475, cities cannot incur debt that is to be repaid solely with property taxes, in an aggregate amount exceeding 3% of the

assessor’s estimated market value (EMV) of the municipality. Since the EMV for Pay 2025 is \$1,113,332,600, the total amount of outstanding debt cannot exceed \$33,399,978. As of May 28, 2025, the City has \$1,939,000 subject to the statutory debt limit. Adding an additional \$11,000,000 of CIP Bonds, therefore, will leave the City with approximately \$20.46 million of unused statutory debt capacity.

Second, the CIP Act specifies that the total amount of principal and interest payable in any single calendar year on all CIP Bonds issued by the City cannot exceed 0.16% of the City’s total estimated market value. Using the EMV above, the City’s maximum CIP Bond debt service is therefore \$1,781,332.

The highest cumulative annual amount of debt service payments on the City’s existing CIP Bonds plus the proposed new CIP Bonds will not exceed the maximum annual limit under the CIP Act.

IV. PLAN CONTINUATION

The City should review and update this CIP as needed, using the process outlined in this document.

APPENDIX A

Sources & Uses

Dated 08/19/2025 | Delivered 08/19/2025

Sources Of Funds

Par Amount of Bonds	\$10,415,000.00
Planned Issuer Equity contribution	60,000.00
Total Sources	\$10,475,000.00

Uses Of Funds

Total Underwriter's Discount (1.100%)	114,565.00
Costs of Issuance	82,000.00
Deposit to Project Construction Fund	10,273,950.00
Rounding Amount	4,485.00
Total Uses	\$10,475,000.00

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/19/2025	-	-	-	-	-
08/01/2026	-	-	418,807.50	418,807.50	-
02/01/2027	20,000.00	2.900%	220,425.00	240,425.00	659,232.50
08/01/2027	-	-	220,135.00	220,135.00	-
02/01/2028	220,000.00	2.900%	220,135.00	440,135.00	660,270.00
08/01/2028	-	-	216,945.00	216,945.00	-
02/01/2029	225,000.00	2.950%	216,945.00	441,945.00	658,890.00
08/01/2029	-	-	213,626.25	213,626.25	-
02/01/2030	230,000.00	3.000%	213,626.25	443,626.25	657,252.50
08/01/2030	-	-	210,176.25	210,176.25	-
02/01/2031	240,000.00	3.000%	210,176.25	450,176.25	660,352.50
08/01/2031	-	-	206,576.25	206,576.25	-
02/01/2032	245,000.00	3.100%	206,576.25	451,576.25	658,152.50
08/01/2032	-	-	202,778.75	202,778.75	-
02/01/2033	250,000.00	3.150%	202,778.75	452,778.75	655,557.50
08/01/2033	-	-	198,841.25	198,841.25	-
02/01/2034	260,000.00	3.250%	198,841.25	458,841.25	657,682.50
08/01/2034	-	-	194,616.25	194,616.25	-
02/01/2035	270,000.00	3.350%	194,616.25	464,616.25	659,232.50
08/01/2035	-	-	190,093.75	190,093.75	-
02/01/2036	280,000.00	3.450%	190,093.75	470,093.75	660,187.50
08/01/2036	-	-	185,263.75	185,263.75	-
02/01/2037	285,000.00	3.550%	185,263.75	470,263.75	655,527.50
08/01/2037	-	-	180,205.00	180,205.00	-
02/01/2038	295,000.00	3.700%	180,205.00	475,205.00	655,410.00
08/01/2038	-	-	174,747.50	174,747.50	-
02/01/2039	310,000.00	3.800%	174,747.50	484,747.50	659,495.00
08/01/2039	-	-	168,857.50	168,857.50	-
02/01/2040	320,000.00	4.300%	168,857.50	488,857.50	657,715.00
08/01/2040	-	-	161,977.50	161,977.50	-
02/01/2041	335,000.00	4.300%	161,977.50	496,977.50	658,955.00
08/01/2041	-	-	154,775.00	154,775.00	-
02/01/2042	350,000.00	4.300%	154,775.00	504,775.00	659,550.00
08/01/2042	-	-	147,250.00	147,250.00	-
02/01/2043	365,000.00	4.400%	147,250.00	512,250.00	659,500.00
08/01/2043	-	-	139,220.00	139,220.00	-
02/01/2044	380,000.00	4.500%	139,220.00	519,220.00	658,440.00
08/01/2044	-	-	130,670.00	130,670.00	-
02/01/2045	395,000.00	4.550%	130,670.00	525,670.00	656,340.00
08/01/2045	-	-	121,683.75	121,683.75	-
02/01/2046	415,000.00	4.600%	121,683.75	536,683.75	658,367.50
08/01/2046	-	-	112,138.75	112,138.75	-
02/01/2047	435,000.00	4.650%	112,138.75	547,138.75	659,277.50
08/01/2047	-	-	102,025.00	102,025.00	-
02/01/2048	455,000.00	4.650%	102,025.00	557,025.00	659,050.00
08/01/2048	-	-	91,446.25	91,446.25	-
02/01/2049	475,000.00	4.700%	91,446.25	566,446.25	657,892.50
08/01/2049	-	-	80,283.75	80,283.75	-
02/01/2050	495,000.00	4.700%	80,283.75	575,283.75	655,567.50
08/01/2050	-	-	68,651.25	68,651.25	-
02/01/2051	520,000.00	4.750%	68,651.25	588,651.25	657,302.50
08/01/2051	-	-	56,301.25	56,301.25	-
02/01/2052	545,000.00	4.750%	56,301.25	601,301.25	657,602.50
08/01/2052	-	-	43,357.50	43,357.50	-
02/01/2053	570,000.00	4.800%	43,357.50	613,357.50	656,715.00
08/01/2053	-	-	29,677.50	29,677.50	-
02/01/2054	600,000.00	4.800%	29,677.50	629,677.50	659,355.00
08/01/2054	-	-	15,277.50	15,277.50	-
02/01/2055	630,000.00	4.850%	15,277.50	645,277.50	660,555.00
Total	\$10,415,000.00	-	\$8,674,427.50	\$19,089,427.50	-

REVISED June 2, 2025

PRE-SALE REPORT FOR

City of New Prague, Minnesota

\$10,415,000 General Obligation Capital Improvement Plan Bonds (Police Facility), Series 2025A



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Rebecca Kurtz, Senior Municipal Advisor
Keith Dahl, Municipal Advisor
Nick Anhut, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$10,415,000 General Obligation Capital Improvement Plan (CIP) Bonds, Series 2025A

Purposes:

The proposed issue includes financing for construction of a new police station in the City. Debt service will be paid from ad valorem property taxes.

The City is using \$380,000 in cash from the building fund to reduce a portion of the issuance amount. In addition, the City has further reduced the overall amount of the issuance by reducing contingency in the *project costs* by \$390,000.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapter:

- 475.521 – CIP Bonding Authority. The CIP Bonding Authority requires a public hearing and 30-day reverse referendum period. Annual CIP debt service for all CIP Bonds outstanding may not exceed 0.16% of estimated market value. For 2025, this amount is \$1,687,833.
- 475 – General Bonding Authority

The Bonds count against the Net Debt Limit of 3% of the estimated market value of taxable property in the City. It is estimated that about \$20 million in available Debt Limit will remain after the issuance of these Bonds.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 30 years. Principal on the Bonds will be due on February 1 in the years 2027 through 2055. Interest will be due every six months beginning August 1, 2026. The Bonds will be subject to prepayment at the discretion of the City on February 1, 2035, or any date thereafter.

Bank Qualification:

Because the City is issuing more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by S&P Global Ratings. The current rating on these bonds is “AA”.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Throughout this process

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City’s objectives for this financing.

Other Considerations:

The Council has discussed the option to request the EDA to issue Lease Revenue Bonds to finance the police facility.

Review of Existing Debt:

We continuously monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports. The City may continue to work with their current provider to file these reports or contract with Ehlers to do so.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City’s specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.

Bond Counsel: Kennedy & Graven, Chartered

Paying Agent: Bond Trust Services

Rating Agency: S&P Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

PROPOSED DEBT ISSUANCE SCHEDULE

CIP Public Hearing and Pre-Sale Review by Council	June 2, 2025
30-Day Period Ends	July 2, 2025
Conference Call with S&P Rating Agency:	N/A
Due Diligence Call to Review Official Statement:	Week of June 23, 2025
Distribute Official Statement:	Week of June 23, 2025
Sale Day / Award Bonds:	July 21, 2025*
Estimated Closing Date:	August 19, 2025*

Attachments

Estimated Sources and Uses of Funds
Estimated Proposed Debt Service Schedule

EHLERS’ CONTACTS

Rebecca Kurtz, Senior Municipal Advisor	(651) 697-8516
Keith Dahl, Municipal Advisor	(651) 697-8595
Silvia Johnson, Lead Public Finance Analyst	(651) 697-8580
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of New Prague, Minnesota

\$10,415,000 General Obligation CIP (Police Facility) Bonds, Series 2025A
Assumes Current Market Non-BQ AA Rates plus 50bps

Sources & Uses

Dated 08/19/2025 | Delivered 08/19/2025

Sources Of Funds

Par Amount of Bonds	\$10,415,000.00
Planned Issuer Equity contribution	60,000.00
Total Sources	\$10,475,000.00

Uses Of Funds

Total Underwriter's Discount (1.100%)	114,565.00
Costs of Issuance	82,000.00
Deposit to Project Construction Fund	10,273,950.00
Rounding Amount	4,485.00
Total Uses	\$10,475,000.00

City of New Prague, Minnesota

\$10,415,000 General Obligation CIP (Police Facility) Bonds, Series 2025A
Assumes Current Market Non-BQ AA Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/19/2025	-	-	-	-	-
08/01/2026	-	-	418,807.50	418,807.50	-
02/01/2027	20,000.00	2.900%	220,425.00	240,425.00	659,232.50
08/01/2027	-	-	220,135.00	220,135.00	-
02/01/2028	220,000.00	2.900%	220,135.00	440,135.00	660,270.00
08/01/2028	-	-	216,945.00	216,945.00	-
02/01/2029	225,000.00	2.950%	216,945.00	441,945.00	658,890.00
08/01/2029	-	-	213,626.25	213,626.25	-
02/01/2030	230,000.00	3.000%	213,626.25	443,626.25	657,252.50
08/01/2030	-	-	210,176.25	210,176.25	-
02/01/2031	240,000.00	3.000%	210,176.25	450,176.25	660,352.50
08/01/2031	-	-	206,576.25	206,576.25	-
02/01/2032	245,000.00	3.100%	206,576.25	451,576.25	658,152.50
08/01/2032	-	-	202,778.75	202,778.75	-
02/01/2033	250,000.00	3.150%	202,778.75	452,778.75	655,557.50
08/01/2033	-	-	198,841.25	198,841.25	-
02/01/2034	260,000.00	3.250%	198,841.25	458,841.25	657,682.50
08/01/2034	-	-	194,616.25	194,616.25	-
02/01/2035	270,000.00	3.350%	194,616.25	464,616.25	659,232.50
08/01/2035	-	-	190,093.75	190,093.75	-
02/01/2036	280,000.00	3.450%	190,093.75	470,093.75	660,187.50
08/01/2036	-	-	185,263.75	185,263.75	-
02/01/2037	285,000.00	3.550%	185,263.75	470,263.75	655,527.50
08/01/2037	-	-	180,205.00	180,205.00	-
02/01/2038	295,000.00	3.700%	180,205.00	475,205.00	655,410.00
08/01/2038	-	-	174,747.50	174,747.50	-
02/01/2039	310,000.00	3.800%	174,747.50	484,747.50	659,495.00
08/01/2039	-	-	168,857.50	168,857.50	-
02/01/2040	320,000.00	4.300%	168,857.50	488,857.50	657,715.00
08/01/2040	-	-	161,977.50	161,977.50	-
02/01/2041	335,000.00	4.300%	161,977.50	496,977.50	658,955.00
08/01/2041	-	-	154,775.00	154,775.00	-
02/01/2042	350,000.00	4.300%	154,775.00	504,775.00	659,550.00
08/01/2042	-	-	147,250.00	147,250.00	-
02/01/2043	365,000.00	4.400%	147,250.00	512,250.00	659,500.00
08/01/2043	-	-	139,220.00	139,220.00	-
02/01/2044	380,000.00	4.500%	139,220.00	519,220.00	658,440.00
08/01/2044	-	-	130,670.00	130,670.00	-
02/01/2045	395,000.00	4.550%	130,670.00	525,670.00	656,340.00
08/01/2045	-	-	121,683.75	121,683.75	-
02/01/2046	415,000.00	4.600%	121,683.75	536,683.75	658,367.50
08/01/2046	-	-	112,138.75	112,138.75	-
02/01/2047	435,000.00	4.650%	112,138.75	547,138.75	659,277.50
08/01/2047	-	-	102,025.00	102,025.00	-
02/01/2048	455,000.00	4.650%	102,025.00	557,025.00	659,050.00
08/01/2048	-	-	91,446.25	91,446.25	-
02/01/2049	475,000.00	4.700%	91,446.25	566,446.25	657,892.50
08/01/2049	-	-	80,283.75	80,283.75	-
02/01/2050	495,000.00	4.700%	80,283.75	575,283.75	655,567.50
08/01/2050	-	-	68,651.25	68,651.25	-
02/01/2051	520,000.00	4.750%	68,651.25	588,651.25	657,302.50
08/01/2051	-	-	56,301.25	56,301.25	-
02/01/2052	545,000.00	4.750%	56,301.25	601,301.25	657,602.50
08/01/2052	-	-	43,357.50	43,357.50	-
02/01/2053	570,000.00	4.800%	43,357.50	613,357.50	656,715.00
08/01/2053	-	-	29,677.50	29,677.50	-
02/01/2054	600,000.00	4.800%	29,677.50	629,677.50	659,355.00
08/01/2054	-	-	15,277.50	15,277.50	-
02/01/2055	630,000.00	4.850%	15,277.50	645,277.50	660,555.00
Total	\$10,415,000.00	-	\$8,674,427.50	\$19,089,427.50	-

Yield Statistics

Bond Year Dollars	\$192,711.75
Average Life	18.503 Years
Average Coupon	4.5012447%
Net Interest Cost (NIC)	4.5606936%
True Interest Cost (TIC)	4.5332843%
Bond Yield for Arbitrage Purposes	4.4410879%
All Inclusive Cost (AIC)	4.6002090%

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Net Interest Cost	4.5012447%
Weighted Average Maturity	18.503 Years

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City of New Prague, Minnesota

\$10,415,000 General Obligation CIP (Police Facility) Bonds, Series 2025A

Assumes Current Market Non-BQ AA Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2026	-	-	-	-	-
02/01/2027	20,000.00	2.900%	639,232.50	659,232.50	692,194.13
02/01/2028	220,000.00	2.900%	440,270.00	660,270.00	693,283.50
02/01/2029	225,000.00	2.950%	433,890.00	658,890.00	691,834.50
02/01/2030	230,000.00	3.000%	427,252.50	657,252.50	690,115.13
02/01/2031	240,000.00	3.000%	420,352.50	660,352.50	693,370.13
02/01/2032	245,000.00	3.100%	413,152.50	658,152.50	691,060.13
02/01/2033	250,000.00	3.150%	405,557.50	655,557.50	688,335.38
02/01/2034	260,000.00	3.250%	397,682.50	657,682.50	690,566.63
02/01/2035	270,000.00	3.350%	389,232.50	659,232.50	692,194.13
02/01/2036	280,000.00	3.450%	380,187.50	660,187.50	693,196.88
02/01/2037	285,000.00	3.550%	370,527.50	655,527.50	688,303.88
02/01/2038	295,000.00	3.700%	360,410.00	655,410.00	688,180.50
02/01/2039	310,000.00	3.800%	349,495.00	659,495.00	692,469.75
02/01/2040	320,000.00	4.300%	337,715.00	657,715.00	690,600.75
02/01/2041	335,000.00	4.300%	323,955.00	658,955.00	691,902.75
02/01/2042	350,000.00	4.300%	309,550.00	659,550.00	692,527.50
02/01/2043	365,000.00	4.400%	294,500.00	659,500.00	692,475.00
02/01/2044	380,000.00	4.500%	278,440.00	658,440.00	691,362.00
02/01/2045	395,000.00	4.550%	261,340.00	656,340.00	689,157.00
02/01/2046	415,000.00	4.600%	243,367.50	658,367.50	691,285.88
02/01/2047	435,000.00	4.650%	224,277.50	659,277.50	692,241.38
02/01/2048	455,000.00	4.650%	204,050.00	659,050.00	692,002.50
02/01/2049	475,000.00	4.700%	182,892.50	657,892.50	690,787.13
02/01/2050	495,000.00	4.700%	160,567.50	655,567.50	688,345.88
02/01/2051	520,000.00	4.750%	137,302.50	657,302.50	690,167.63
02/01/2052	545,000.00	4.750%	112,602.50	657,602.50	690,482.63
02/01/2053	570,000.00	4.800%	86,715.00	656,715.00	689,550.75
02/01/2054	600,000.00	4.800%	59,355.00	659,355.00	692,322.75
02/01/2055	630,000.00	4.850%	30,555.00	660,555.00	693,582.75
Total	\$10,415,000.00	-	\$8,674,427.50	\$19,089,427.50	\$20,043,898.88

Significant Dates

Dated	8/19/2025
First Coupon Date	8/01/2026

Yield Statistics

Bond Year Dollars	\$192,711.75
Average Life	18.503 Years
Average Coupon	4.5012447%
Net Interest Cost (NIC)	4.5606936%
True Interest Cost (TIC)	4.5332843%
Bond Yield for Arbitrage Purposes	4.4410879%
All Inclusive Cost (AIC)	4.6002090%

IRS Form 8038

Net Interest Cost	4.5012447%
Weighted Average Maturity	18.503 Years

CITY OF NEW PRAGUE
STATE OF MINNESOTA

RESOLUTION NO. 25-06-02-02

**RESOLUTION APPROVING A CAPITAL IMPROVEMENT PLAN AND
GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF
CAPITAL IMPROVEMENT PLAN BONDS**

BE IT RESOLVED by the City Council (the “Council”) of the City of New Prague, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Chapter 475, as amended (the “Act”), including Minnesota Statutes, Section 475.521, as amended (“Section 475.521”) to prepare a capital improvement plan and carry out programs for financing certain capital improvements. The City may issue general obligation bonds pursuant to the Act to finance the cost of capital improvements described in the plan.

1.02. Before the approval of the plan and issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

1.03. Pursuant to Section 475.521, the City has caused to be prepared a five-year capital improvement plan (the “Plan”), which describes certain capital improvements in the City for the years 2025 through 2029, taking into account the considerations in Section 475.521, subd 3(a).

1.04. The City has determined that it is in its best interests to preliminarily approve the issuance and sale of capital improvement plan bonds pursuant to the Act, including Section 475.521, in an aggregate principal amount not to exceed \$10,415,000, to finance the capital improvements set forth in the Plan, including to finance the construction and equipping of a new police station within the City (the “Capital Improvements”).

1.05. On this date, the Council held a public hearing on the Plan and the issuance of the bonds, after publication in the City’s official newspaper of a notice of public hearing at least 14 days but no more than 28 days before the date of the public hearing.

Section 2. Plan Approved.

2.01. The Council finds that the Capital Improvements set forth in the Plan will serve the interests of the City as a whole.

2.02. The Plan is approved in substantially the form on file in City Hall.

2.03. Pursuant to Minnesota Statutes, Section 462.356, subd. 2, the Council, by two-thirds vote of all of its members, finds that the Plan and the Capital Improvements to be financed with the bonds do not impact and do not have a relationship to the City’s comprehensive plan; the Plan and the Capital Improvements are consistent with the City’s comprehensive plan; therefore, the Council dispenses with the

requirements of Minnesota Statutes, Section 462.356, subd. 2 relating to planning commission review of the Plan and the Capital Improvements.

Section 3. Authorization.

3.01. The City hereby preliminarily approves the issuance of its General Obligation Capital Improvement Plan Bonds, Series 2025A (the “Bonds”) in the maximum aggregate principal amount of \$10,415,000, pursuant to the Act, including Section 475.521, in order to finance the Capital Improvements under the Plan, including financing the construction and equipping of a new police station within the City and related financing costs.

3.02. If a valid petition requesting a vote on the issuance of the Bonds, signed by voters equal to 5% of the votes cast in the last municipal general election, is filed with the City Clerk within 30 days after the date of the public hearing, the City may issue the Bonds under Section 475.521 only after obtaining approval of a majority of voters voting on the question at an election.

3.03. City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

3.04 The preliminary approval of the Bonds is hereby approved by an affirmative vote of three-fifths of the Council members.

The motion for adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Approved this 2nd day of June, 2025, by the City Council of the City of New Prague, Minnesota.

CITY OF NEW PRAGUE, MINNESOTA

Mayor

ATTEST:

City Administrator

CITY OF NEW PRAGUE
STATE OF MINNESOTA

RESOLUTION NO. 25-06-02-03

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN
BONDS, SERIES 2025A IN THE MAXIMUM AGGREGATE
PRINCIPAL AMOUNT OF \$10,415,000**

BE IT RESOLVED by the City Council (the “Council”) of the City of New Prague, Minnesota (the “City”) as follows:

1. Bonds Authorized

(a) It is hereby found, determined and declared that the City should issue its General Obligation Capital Improvement Plan Bonds, Series 2025A (the “Bonds”) in the aggregate principal amount not to exceed \$10,415,000, in order to finance the construction and equipping of a new police station located within the City (the “Project”), including costs of issuance of the Bonds, subject to further details regarding the sale of the Bonds to be set forth in a resolution to be considered by the Council at a subsequent meeting.

(b) City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

2. Sale of Bonds. The City has retained Ehlers and Associates, Inc. (the “Municipal Advisor”), to serve as the City’s independent municipal advisor with respect to the offer and sale of the Bonds and, therefore, is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale.

3. Acceptance of Proposal. The Council shall meet at the time specified in the Preliminary Official Statement or at such other time designated by the Council to receive and consider proposals for the purchase of the Bonds and take any other appropriate action with respect to the Bonds.

4. Authority of Municipal Advisor. The Municipal Advisor is authorized and directed to assist the City in the preparation and dissemination of a Preliminary Official Statement to be distributed to potential purchasers of the Bonds and to open, read, and tabulate the proposals for the purchase of the Bonds for presentation to the Council. The Municipal Advisor is further authorized and directed to assist the City in the award and sale of the Bonds on behalf of the City after receipt of written proposals and to assist the City in the preparation and dissemination of a final Official Statement with respect to the Bonds.

5. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, is authorized to act as bond counsel for the City (“Bond Counsel”), and to assist in the preparation and review of necessary documents, certificates, and instruments related to the Bonds. The officers, employees, and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

6. Reimbursement from Bond Proceeds. The City may incur certain expenditures that may be financed temporarily from sources other than the Bonds and reimbursed from the proceeds of the Bonds.

Treasury Regulation § 1.150-2 (the “Reimbursement Regulations”) provides that proceeds of tax-exempt bonds allocated to reimburse expenditures originally paid from a source other than the tax-exempt bonds will not be deemed expended unless certain requirements are met. In order to preserve its ability to reimburse certain costs from proceeds of the Bonds in accordance with the Reimbursement Regulations, the City hereby makes its declaration of official intent (the “Declaration”) described below to reimburse certain costs

(a) Declaration of Intent. The City proposes to issue the Bonds to finance the costs of the Project. The City may reimburse original expenditures made for certain costs of the Project from the proceeds of the Bonds in an estimated maximum principal amount of \$10,415,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(b) Declaration Made Not Later Than 60 Days. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of the Bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of the Bonds; or (c) “preliminary expenditures” up to an amount not in excess of twenty (20) percent of the aggregate issue price of the Bonds that finance or are reasonably expected by the City to finance the Project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) Reasonable Expectations; Official Intent. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the Bonds described in Section 6(a), above, are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such original expenditures. This Resolution is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor of the motion:

and the following voted against:

PASSED by the City Council of the City of New Prague, Minnesota on this 2nd day of June, 2025.

CITY OF NEW PRAGUE, MINNESOTA

Mayor

ATTEST:

City Administrator

MEMORANDUM

TO: Mayor and City Council
Joshua Tetzlaff, City Administrator

FROM: Chris Knutson, PE (Lic. MN)

DATE: May 28, 2025

RE: Project Updates

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

2023 STREET AND UTILITY IMPROVEMENTS PROJECT

The Contract is waiting for one document from their bond agency. Contractor has been asked for a schedule for completion of this document for closeout

2024 STREET AND UTILITY IMPROVEMENTS PROJECT

The contractor is near completion of the punchlist and plans to place the final lift of bituminous pavement on June 3rd and June 4th.

2025 STREET AND UTILITY IMPROVEMENTS PROJECT

The contractor is nearly complete with utilities on Lincoln Avenue N and will be reconstructing the street section over the next few weeks. Pavement removals on 1st Street NE and the south portion of Pershing Avenue N are ongoing with utilities planned to start late this week or next week.

CITY CENTER GRADING PLAN – PHASE 1

The contractor is nearly complete with the site grading with seeding to follow. Funding for design of Phase 2 for this area including the construction of a stormwater pond has been approved by Scott County WMO through a grant.

LEAD SERVICE LINE REPLACEMENTS

The 2025 replacement plan is at MDH waiting for certification. The 2026 replacement plan has been submitted to the Project Priority List for grant funding.

CSAH 60 (1ST AVENUE SE) TURNBACK

Discussions with Le Sueur County are ongoing regarding the potential turnback of this county road to the City. MnDOT State Aid has been contacted regarding future MSAS Needs funding. This is likely to include a Memorandum of Understanding between New Prague and Le Sueur County in the near future.

cdk

x:\ko\newpr\common\council meetings\060225 cc project updates.docx



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
 TIM APPLIN, POLICE CHIEF
SUBJECT: ADOPTION OF ORDINANCE AMENDING SECTIONS 121.02 (DEFINITIONS) AND 121.03 (LICENSE REQUIRED) OF CHAPTER 121 TITLED TETRAHYDROCANNABINOL PRODUCTS
DATE: MAY 20, 2025

The City recently received an application from an exclusive liquor store to sell low potency hemp products (THC products). As the City Council will recall, the City has had a THC ordinance since 2022 which allows establishment to sell the low potency hemp products as long as they have registered with the state and have obtained a local license. This process differs from the forthcoming process the state has for both THC (low potency hemp) and cannabis (stronger products) whereby eventually the state's Office of Cannabis Management (OCM) will take over all licensing, including for THC products.

With the state adopting rules relating to THC products and cannabis products on April 14th, staff was unsure if we were able to utilize the City's existing 2022 ordinance to allow the exclusive liquor store to sell THC products. In speaking with the Joe Sathe with Kennedy & Graven, the City should continue to process THC licenses until the state has their process up and running sometime this fall and at which time the City will only "register" said retailers. Mr. Sathe also suggested that the City Code be amended to specifically allow exclusive liquor stores as the City code currently says that a THC license cannot be issued to an exclusive liquor store. The reason the ordinance was written this way in 2022 is that at the time, the state did not list THC products as items a liquor store could sell, however the list was updated in 2023 to include THC and the City did not change the ordinance to reflect this.

Staff is recommending that City Code Chapter 121 be amended to delete the definition of "exclusive liquor store" and the provision that did not allow an exclusive liquor stores to obtain a THC license which would allow the license application to proceed.

The City Council introduced the ordinance amendments on 5/19/25 which were then posted on the city website and in the city hallway on 5/20/25 as required by law.

Recommendation

Staff recommends that the City Council conduct the second reading and adopt Ordinance #356.

**ORDINANCE NO. 356
CITY OF NEW PRAGUE**

**AN ORDINANCE AMENDING SECTIONS 121.02 (DEFINITIONS) AND 121.03
(LICENSE REQUIRED) OF CHAPTER 121 TITLED TETRAHYDROCANNABINOL
PRODUCTS OF THE NEW PRAGUE CITY CODE**

**THE CITY COUNCIL OF THE CITY OF NEW PRAGUE, SCOTT AND LESUEUR,
COUNTIES, MINNESOTA ORDAINS:**

SECTION 1: Chapter 121 of the City Code of the City of New Prague is amended by deleting the ~~stricken~~ material as follows:

§ 121.02 DEFINITIONS.

For the purposes of this chapter, the following words and phrases shall have the meaning hereinafter ascribed to them:

APPLICANT. A person, as defined herein, who completes or signs an application for a license to sell licensed products individually or on behalf of a business.

BUSINESS. The business of selling licensed products.

COMPLIANCE CHECKS. The system the city uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this article. Compliance checks may also be conducted by the city or other units of government for educational, research, and training purposes, or for investigating or enforcing federal, state, or local laws and regulations relating to licensed products.

~~**—EXCLUSIVE LIQUOR STORE.** An establishment that meets the definition of exclusive liquor store in M.S. § 340A.101(10).~~

LICENSE HOLDER OR LICENSEE. The owner of the business licensed to sell licensed products.

LICENSED PRODUCT OR THC PRODUCT. Any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under M.S. § 151.72.

MOVEABLE PLACE OF BUSINESS. Any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address storefront or other permanent type of structure authorized for sales transactions.

PERSON. Includes one or more natural persons, a partnership, limited liability company, corporation, including a foreign, domestic, or nonprofit corporation, a trust, a political subdivision of the state or any other business organization.

RETAIL ESTABLISHMENT. Any place of business where licensed products are available for sale to the general public, including, but not be limited to, grocery stores, tobacco products shops, convenience stores, gasoline service stations, bars, and restaurants.

SALE. Any transfer of goods for money, trade, barter, or other consideration.

SELF-SERVICE MERCHANDISING. Open displays of licensed products in any manner where any person has access to the licensed products without the assistance or intervention of the licensee or the licensee's employee. Assistance or intervention means the actual physical exchange of the licensed product between the customer and the licensee or employee.

VENDING MACHINE. Any mechanical, electric, or electronic, or other type of device that dispenses licensed products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

§ 121.03 LICENSE REQUIRED.

(A) No person shall sell or offer to sell any licensed product without having obtained a license to do so from the city. However, businesses that have received a license to sell lower-potency hemp edibles, as defined in M.S. § 342.01, from the Minnesota Office of Cannabis Management and have registered with the city pursuant to §§ 121.20 through 121.30 of this code are not required to obtain a city license to sell lower-potency hemp edibles.

(1) No license shall be issued to a movable place of business as per § 121.06. Only fixed location businesses shall be eligible to be licensed under this chapter.

~~—(2) No license shall be issued to an exclusive liquor store as defined in M.S. § 340A.101(10).~~

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

Introduced to the City Council of the City of New Prague, Minnesota, this 19th day of May, 2025.

The required 10 days posted notice was completed on the City Website and City Hall Bulletin Board on May 20th, 2025.

Passed by the City Council of the City of New Prague, Minnesota, this 2nd day of June, 2025 and to be published on the 12th day of June, 2025.

Bruce Wolf, Acting Mayor

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

(CORPORATE ACKNOWLEDGMENT)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2025.

Notary Public

ATTEST: _____
Joshua M. Tetzlaff, City Administrator

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

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2025.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: VACATION OF MAYORAL SEAT
DATE: MAY 28, 2025

On May 22, 2025, Mayor Duane Jirik submitted his resignation to the City Council as the Mayor of New Prague, effective immediately. Per the City Charter, Section 2.05: (*italicized for emphasis*)

VACANCIES; APPOINTMENTS. *A vacancy in the City Council shall be deemed to exist on the happening of any of the following events, before the expiration of the term of such office:*

- (1) the death of the Mayor or City Council member;
- (2) *the resignation of the Mayor or City Council member;*
- (3) the removal of the Mayor or City Council member;
- (4) the Mayor's or City Council member's ceasing to be an inhabitant of the City;
- (5) the Mayor's or City Council member's conviction of any infamous crime, or of any offense involving a violation of the official oath;
- (6) the Mayor's or City Council member's refusal or neglect to take the oath of office, or to give or renew the official bond, or to deposit or file such oath or bond within the time prescribed;
- (7) the decision of a competent tribunal declaring the Mayor's or City Council member's election or appointment void;
- (8) the death of the person elected or appointed to fill a vacancy, or for a full term, before the person qualifies, or before the time when by law the person should enter upon the duties of the office, in which case the vacancy shall be deemed to take place at the time when the term of office would have begun had the person lived.
- (9) the Mayor's or City Council member's inability to serve in the office or attend City Council meetings for a ninety (90) day period because of illness, or because of absence from or refusal to attend City Council meetings for a ninety (90) day period. If any of the preceding conditions occurs, the City Council may, after it has by resolution declared a vacancy to exist, fill the vacancy at a regular or special City Council meeting for the remainder of the unexpired term, or until the person is again able to resume duties and attend City Council meetings, whichever is earlier. When the person is again able to resume duties and attend City Council meetings, the City Council shall by resolution remove the temporary officeholder and restore the original officeholder.

In each case, the City Council shall by resolution declare such vacancy to exist, appoint an eligible person to fill the vacant office until the next regular City election is held. In the case of a tie vote in the City Council for a vacancy in the position of a City Council member, the Mayor shall make the appointment. In the case of a tie vote in the City Council for a vacancy in the position of Mayor, the Vice President shall make the appointment. If the vacancy occurs before the first day to file affidavits of candidacy for the next regular City election and more than two (2) years remain in the unexpired term, a special election shall be held at or before the next regular City election and the appointed person shall serve until the qualification of a successor elected at a special election to fill the unexpired portion of the term. If the vacancy occurs on or after the first day to file affidavits of candidacy for the regular City election or when less than two (2) years remain in the unexpired term, there need not be a special election to fill the vacancy and the appointed person shall serve until the qualification of a successor.

Speaking with City Attorney Scott Riggs, the next step in this process is to declare, by resolution, that the vacancy exists. I have included a resolution provided by the City Attorney for this purpose. Following a declaration of vacancy, the City Council is tasked with appointing a person as the Mayor of New Prague until an election is held. The next election for Mayor is scheduled for November 2026, with the elected Mayor taking office in January 2027. So, the appointed Mayor would serve through 2026. While there is no required timeline, it is the City Attorney's belief, and I agree, that steps should be taken and progress made to fill the vacancy in a timely manner.

There are a few ways the City Council could go about finding a person to appoint to the position of Mayor. Each of these processes would meet the requirements of the City Charter, which was approved in 2014. Each of these processes has been used by cities across the State to fill vacancies when they arise.

First, the City Council, as elected representatives of the City's residents, may know who it wants to select as the Mayor for the remainder of the term. The City Council has the authority under the City Charter to appoint that person. That appointment would be by resolution and the appointed person would have all powers given to a Mayor elected during a General Election. They would fulfill the remainder of the term, and the seat of Mayor would be open for election for the 2026 Elections.

Second, the City Council may have a few people it wants to vet prior to appointing one of them as Mayor. The City Charter is silent on how that vetting takes place, and any meetings of at least three City Council members would be open to the public, so the process of vetting those few people is up to the City Council. It may be done by the entire Council, single Councilmember, or even staff. This decision would be made by the City Council. Then, similar to the above-mentioned option, the City Council may appoint their selected person as Mayor for the remainder of the term.

The third option the City Council has would be to open the appointment process up to the public to take applicants. Interested people may submit their interest to the City in a window selected by the City Council and then the City Council would vet those applicants as it wishes. This may include, similar to the above option, interviewing during a special meeting or another way, or by other means selected by the City Council. Then the City Council can select from those applicants who it would like to fill the seat of Mayor through 2026. Of course, the City Council is not required to select an applicant from the submitted pool if it chooses this process. Because the appointment may come at the Council's discretion, similar to filling Board and Commission seats, the Council may choose to go in another direction if it does not feel that any of the applicants could appropriately act as Mayor for the remainder of the term.

If the City Council is interested in the option of opening the process up to all interested residents, a timeline may be to have a submission period from June 9th – 23rd. Then, the City Council could hold a special meeting the week of June 23rd to interview the applicants. If there are any additional interviews or conversations the City Council would like to have, they can then have them during the week of June 30th, and a formal selection of Mayor may happen at the July 7th City Council meeting. This timeline could be moved around a little to so that it meets the City Council's personal schedule better as well while still making the July 7th City Council appointment date.

One of the options that is not available for this is the option of the Special Election. The City of New Prague is under the authority of its City Charter, and the City Charter specifically calls out that seats which are open with less than two years remaining shall be filled via appointment by the remaining Councilmembers.

RESOLUTION NO. 25-06-02-04A
CITY OF NEW PRAGUE

RESOLUTION DECLARING A VACANCY TO EXIST IN THE
OFFICE OF MAYOR AND PROVIDING FOR THE
APPOINTMENT THEREOF

WHEREAS, Mayor Duane J. Jirik has tendered his resignation to the City of New Prague City Council by letter submitted May 22, 2025, and effective immediately, such letter being set forth on Exhibit “A”; and

WHEREAS, the City Council must determine and declare whether or not a vacancy exists on the city council; and

WHEREAS, Section 2.05 of the New Prague City Charter (“City Charter”) states that a vacancy in the City Council shall be deemed to exist in the case of a resignation in writing filed with the City Council; and

WHEREAS, Minn. Stat. § 412.02, subd. 2a. states that when a vacancy in an elected office of the city occurs on or after the first day to file affidavits of candidacy for the regular city election or less than two years remain in the unexpired term of the office, the newly appointed person shall serve until the qualification of a successor elected at a regular city election; and

WHEREAS, in the Mayoral office to be declared vacant, less than two years remain in the unexpired term of the vacated office; and

WHEREAS, the City Council desires to fill the vacated office by council appointment until the next regular city election.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Prague, that the City Council declares a vacancy to exist in the office of the Mayor by virtue of Mayor Duane J. Jirik’s resignation submitted in writing to the City.

BE IT FURTHER RESOLVED, that the Council will fill by appointment a successor to serve the remainder of the unexpired term of Mayor Duane J. Jirik.

Adopted this 2nd day of June, 2025.

Bruce Wolf, Acting Mayor

ATTEST:

Joshua Tetzlaff, City Administrator

EXHIBIT “A”

Duane J. Jirik Resignation Letter

05-22-2025

The Honorable Members of the New Prague City Council:

It is with a heavy heart to let all of you know that I am resigning from my position as Mayor of New Prague effectively immediately.

I have enjoyed my tenure as Mayor representing New Prague locally, around the state, nationally and internationally. As Mayor I feel that we have come a long way with projects and initiatives in the last 5 years.

But when the job starts affecting family and health, then it is time to step away. This position is more than showing up at city council meetings and to be criticized and accused amongst other things that I am not doing my job, I guess that is where the old saying goes, it's "the straw that broke the camel's back".

I wish everyone good luck!

Thank You,

Duane J Jirik

RESOLUTION NO. 25-06-02-04B
CITY OF NEW PRAGUE

RESOLUTION DECLARING A VACANCY TO EXIST IN THE
OFFICE OF MAYOR AND PROVIDING FOR THE
APPOINTMENT THEREOF

WHEREAS, Mayor Duane J. Jirik has tendered his resignation to the City of New Prague City Council by letter submitted May 22, 2025, and effective immediately, such letter being set forth on Exhibit “A”; and

WHEREAS, the City Council must determine and declare whether or not a vacancy exists on the city council; and

WHEREAS, Section 2.05 of the New Prague City Charter (“City Charter”) states that a vacancy in the City Council shall be deemed to exist in the case of a resignation in writing filed with the City Council; and

WHEREAS, Minn. Stat. § 412.02, subd. 2a. states that when a vacancy in an elected office of the city occurs on or after the first day to file affidavits of candidacy for the regular city election or less than two years remain in the unexpired term of the office, the newly appointed person shall serve until the qualification of a successor elected at a regular city election; and

WHEREAS, in the Mayoral office to be declared vacant, less than two years remain in the unexpired term of the vacated office; and

WHEREAS, the City Council desires to fill the vacated office by council appointment until the next regular city election.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of New Prague, that the City Council declares a vacancy to exist in the office of the Mayor by virtue of Mayor Duane J. Jirik’s resignation submitted in writing to the City.

BE IT FURTHER RESOLVED, that the Council appoints _____
to serve the remainder of the unexpired term of Mayor Duane J. Jirik.

Adopted this 2nd day of June, 2025.

Bruce Wolf, Acting Mayor

ATTEST:

Joshua Tetzlaff, City Administrator

EXHIBIT “A”

Duane J. Jirik Resignation Letter

05-22-2025

The Honorable Members of the New Prague City Council:

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But when the job starts affecting family and health, then it is time to step away. This position is more than showing up at city council meetings and to be criticized and accused amongst other things that I am not doing my job, I guess that is where the old saying goes, it's "the straw that broke the camel's back".

I wish everyone good luck!

Thank You,

Duane J Jirik



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
CC: JOSHUA M. TETZLAFF, CITY ADMINISTRATOR
FROM: KEN ONDICH, PLANNING / COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PLANNING COMMISSION SUMMARY - REQUEST FOR VARIANCE #V3-2025 TO ALLOW A 6' TALL FENCE AT 1108 OLIVIA STREET SE, AS PROPOSED BY JUSTIN NOVAK.
DATE: MAY 29, 2025

Planning Commission Summary

The Planning Commission heard the above variance request at their May 28th, 2025 meeting. Applicant, Justin Novak, is requesting to install a 6' tall privacy fence in their side and rear yard at 1108 Olivia St SE. According to the Zoning Ordinance, fences may not exceed a height above 4' until the rear corner of the home and must 30' away from the front setback line. This property is unique in that it has two front property lines (north and south) due to frontages; Olivia St SE and CSAH 29.

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

Staff Recommendation

Staff recommends approval of the attached resolution "...Approving Variance (#V3-2025)...".

RESOLUTION #25-06-02-05

**RESOLUTION OF THE NEW PRAGUE CITY COUNCIL APPROVING
VARIANCE (#V3-2025) TO ALLOW A 6’ TALL FENCE AT 1108 OLIVIA STREET SE, AS
PROPOSED BY JUSTIN NOVAK, NEW PRAGUE, MINNESOTA**

WHEREAS, Justin Novak, owner of the following real estate in the County of Le Sueur to wit:

Lot 17, Block 4, Tikalsky Acres, according to the plat thereof, Le Sueur County, Minnesota.

are requesting a variance to allow a 6’ tall fence in the rear and side yard of 1108 Olivia Street SE in the RL90-Single Family Residential Zoning District, which is located on the above-described real estate; and,

WHEREAS, the New Prague Planning Commission has completed a review of the application and made a report pertaining to said request (#V3-2025), a copy of said report has been presented to the City Council; and,

WHEREAS, the New Prague Planning Commission on the 28th day of May, 2025, after due consideration of presented testimony and information, voted unanimously (4-0) to forward staff’s recommendation to the City Council with a recommendation for approval; and,

WHEREAS, the New Prague City Council finds:

- A. The variance is in harmony with the general purposes and intent of the Ordinance because the RL-90 Single Family Residential Zoning District allows fences to be constructed as a permitted use.
- B. The proposed variance is consistent with the comprehensive plan because fences are allowed as a permitted use in the RL-90 Single Family Residential Zoning District.
- C. The applicant proposes to use the property in a reasonable manner by having a 6’ tall fence in their backyard.
- D. Unique circumstances apply to the property in that it is a through lot abutting a road on two sides (front and rear) with the roadway along the rear yard being a County Road.
- E. The variance does not alter the essential character of the neighborhood because there are adjacent properties that have 6’ tall fences that were grandfathered in or similarly received fence height variances such as 1214 Olivia St SE (V1-2018), 1110 Olivia St SE (V2-2018), 1232 Olivia St SE (V8-2024).

- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would contain their dog, buffer noise from the street, and provide privacy from CSAH29 and the trail.
- G. The fence must be a minimum of 2' away from the edge of the trail.

NOW, THEREFORE BE IT RESOLVED, by the City Council of New Prague, Minnesota, that the request for variance #V3-2025 to allow a 6' tall fence in the backyard at 1108 Olivia St SE, is hereby approved based on the above findings.

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

Passed this 2nd day of June, 2025.

Bruce Wolf, Acting Mayor

State of Minnesota)

)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ day of _____, 2025.

Notary Public

ATTEST:

Joshua M. Tetzlaff, City Administrator

State of Minnesota)

)

)ss.

(CORPORATE ACKNOWLEDGMENT)

County of Scott & Le Sueur)

Subscribed and sworn before me, a Notary Public this _____ *day of* _____, 2025.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kenneth D. Ondich

City of New Prague

118 Central Ave. N.

New Prague, MN 56071

(952) 758-4401



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

MEMORANDUM

TO: PLANNING COMMISSION
FROM: KEN ONDICH – PLANNING/COMMUNITY DEVELOPMENT DIRECTOR
KYRA CHAPMAN – PLANNER
SUBJECT: REQUEST FOR VARIANCE #V3-2025 TO ALLOW A 6’ TALL FENCE AT
1108 OLIVIA STREET SE, AS PROPOSED BY JUSTIN NOVAK
DATE: MAY 19, 2025

Background / History

Applicant, Justin Novak, applied for a fence height variance to install a 6’ tall privacy fence in his backyard. The Zoning Ordinance states that fences may not exceed 4’ tall when located less than 30’ from the road right of way. This also applies to the backyard of a home as it’s less than 30’ from the street right way (trail and CSAH 29). The applicant would like to install a fence from the west rear corner of their home to the east rear corner of their garage.

Some neighbor’s fences were constructed prior to the existing fence ordinance or received a fence height variance. For instance, 1214 Olivia St SE (V1-2018) was approved for a 6’ tall wooden privacy fence in the backyard and 1110 Olivia St SE (V2-2018) was approved for a 6’ tall white vinyl fence in the backyard. The applicant is requesting a fence height that is 2’ over the ordinance height limit.

Legal Description

Lot 17, Block 4, Tikalsky Acres, according to the plat thereof, Le Sueur County, Minnesota.

Zoning

The subject property is located in the RL90 Single Family Residential Zoning District. The following are the residential fence regulations:

2. Residential Fences.

- A. Fences may be located on any lot line to a height of four (4) feet and a fence up to six (6) feet in height may be erected behind the nearest rear corner of the principal building. The side of the fence considered to be the face (facing as applied to fence posts) shall face abutting property. For corner lots, a six (6) foot fence may only be erected at the 30' building setback line. A fence up to six (6) feet in height may also be erected behind attached garages where the location of the fence is not entirely erected behind the nearest rear corner of the principal building.

Based on the Zoning Ordinance requirements, the applicant could install a 6' tall fence, starting behind the rear west corner of their house and the rear east corner (behind their garage). However, the fence could not exceed a height of 4' tall within 30' of their southern property line. The reason for this unique circumstance is that the property has two front yards due to Olivia St SE and CSAH 29. (Additionally, the ordinance requires that the fence be setback a minimum of 2' from the trail edge or sidewalk.) If the ordinance was followed, the applicant would only be able to install a 6' fence on a small portion of their property limiting their usable area in their backyard.

Neighborhood Conditions and Nearby Land Uses

North — Residential homes in the RL90 Single Family Residential District and Settlers Park

South — Outside City limits and County State Aid Highway 29

East — Residential homes in the RL90 Single Family Residential District

West — Residential homes in the RL90 Single Family Residential District

Areas to the north, west, and east are residential homes zoned RL90 Single Family Residential District. South of the property is a city trail, the edge of City limits, and CSAH 29.

All homes on Olivia Street SE with backyards facing CSAH 29 must abide by the same fence regulations. In other words, all those homes may not erect a fence taller than 4' tall unless it is 30' away from their rear property line and behind the rear corner of their homes.

There have been some fence height variances granted along Olivia St SE. At 1214 Olivia St SE, V1-2018 was approved to allow a 6' tall wooden privacy fence to encompass the backyard. At 1110 Olivia St SE, V2-2018 was approved, allowing a 6' tall white vinyl fence in the backyard. More recently, 1232 Olivia St SE was approved V8-2024 to allow a 5' tall chain link fence in their side and backyard.

Statement of Practical Difficulties

A letter dated on April 30th, 2025 by was submitted by the applicant, Justin Novak. The following letter was provided:

Justin Novak— Variance #V3-2025
May 28, 2025 Planning Commission Meeting
Page 2 of 12

I am requesting approval to install a fence taller than 4 feet in my backyard due to several practical challenges unique to my property. My backyard borders a trail and a road, which compromises my home's privacy as pedestrians and vehicles can easily see into the home's outdoor living space. A taller fence would help create a more private environment. Additionally, the proximity to nearby farm fields results in debris blowing into the yard, and a higher fence would serve as a barrier to reduce this issue. The road and trail also contribute to elevated noise levels, and a taller fence would help buffer the sound, creating a quieter and more enjoyable space. Lastly, I have a house dog that I wish to contain safely within my property, and a higher fence would provide added security and peace of mind in ensuring the dog cannot escape or be disturbed by external distractions. These factors combined make a fence taller than 4 feet a practical solution to address these ongoing challenges.

Public Works / Utilities / Engineer Comments

Public Works Director Matt Rynda, Utilities General Manager Bruce Reimers, and City Engineer Chris Knutson with SEH, Inc. were not solicited for comments on the matter.

Building Official Comments

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

Criteria for Granting Variances - Section 507

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

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

- A. The variance is in harmony with the general purposes and intent of this Ordinance. (The variance is in harmony with the general purposes and intent of the Ordinance because the RL-90 Single Family Residential Zoning District allows fences to be constructed as a permitted use.)

- B. The variance is consistent with the comprehensive plan. (The proposed variance is consistent with the comprehensive plan because fences are allowed as a permitted use in the RL-90 Single Family Residential Zoning District.)
- C. The applicant proposes to use the property in a reasonable manner not permitted by this Ordinance, the City Code or the City Subdivision Ordinance. (The applicant proposes to use the property in a reasonable manner by having a 6' tall fence in their backyard.)
- D. Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property since enactment of this Ordinance has had no control. The unique circumstances do not result from the actions of the applicant. (Unique circumstances apply to the property in that it is a through lot abutting a road on two sides (front and rear) with the roadway along the rear yard being a County Road.)
- E. The variance does not alter the essential character of the neighborhood. (The variance does not alter the essential character of the neighborhood because there are adjacent properties that have 6' tall fences that were grandfathered in or similarly received fence height variances such as 1214 Olivia St SE (V1-2018), 1110 Olivia St SE (V2-2018), 1232 Olivia St SE (V8-2024).
- F. That the variance requested is the minimum variance which would alleviate the practical difficulties. Economic conditions alone do not constitute practical difficulties. (The variance requested is the minimum variance which would alleviate the practical difficulties because it would contain their dog, buffer noise from the street, and provide privacy from CSAH29 and the trail.)
- G. The Board of Adjustment may impose such conditions upon the premises benefited by a variance as may be necessary to comply with the standards established by this Ordinance, or to reduce or minimize the effect of such variance upon other properties in the neighborhood, and to better carry out the intent of the variance. The condition must be directly related to and must bear a rough proportionality to the impact created by the variance. No variance shall permit a lower degree of flood protection than the Regulatory Flood Protection Elevation for the particular area or permit standards lower than those required by federal, state or local law. (The fence must be a minimum of 2' away from the edge of the trail.)

Staff Recommendation

Staff recommends **approval** of Variance #V3-2025 to allow a variance for a 6' tall fence in the backyard of 1108 Olivia St SE, as proposed by Justin Novak for the following reasons:

- A. The variance is in harmony with the general purposes and intent of the Ordinance because the RL-90 Single Family Residential Zoning District allows fences to be constructed as a permitted use.
- B. The proposed variance is consistent with the comprehensive plan because fences are allowed as a permitted use in the RL-90 Single Family Residential Zoning District.
- C. The applicant proposes to use the property in a reasonable manner by having a 6' tall fence in their backyard.
- D. Unique circumstances apply to the property in that it is a through lot abutting a road on two sides (front and rear) with the roadway along the rear yard being a County Road.
- E. The variance does not alter the essential character of the neighborhood because there are adjacent properties that have 6' tall fences that were grandfathered in or similarly received fence height variances such as 1214 Olivia St SE (V1-2018), 1110 Olivia St SE (V2-2018), 1232 Olivia St SE (V8-2024).
- F. The variance requested is the minimum variance which would alleviate the practical difficulties because it would contain their dog, buffer noise from the street, and provide privacy from CSAH29 and the trail.
- G. The fence must be a minimum of 2' away from the edge of the trail.

Attachments

- 1. Site Map Aerial – Dated 5/5/25
- 2. Site Map Aerial Zoning – Dated 5/5/25
- 3. Proposed Privacy Fence – Dated 4/30/25
- 4. Applicant's Proposed Fence Location – Dated 5/5/25
- 5. Fence Requirements From the Zoning Ordinance
- 6. Pictures — 5/8/25



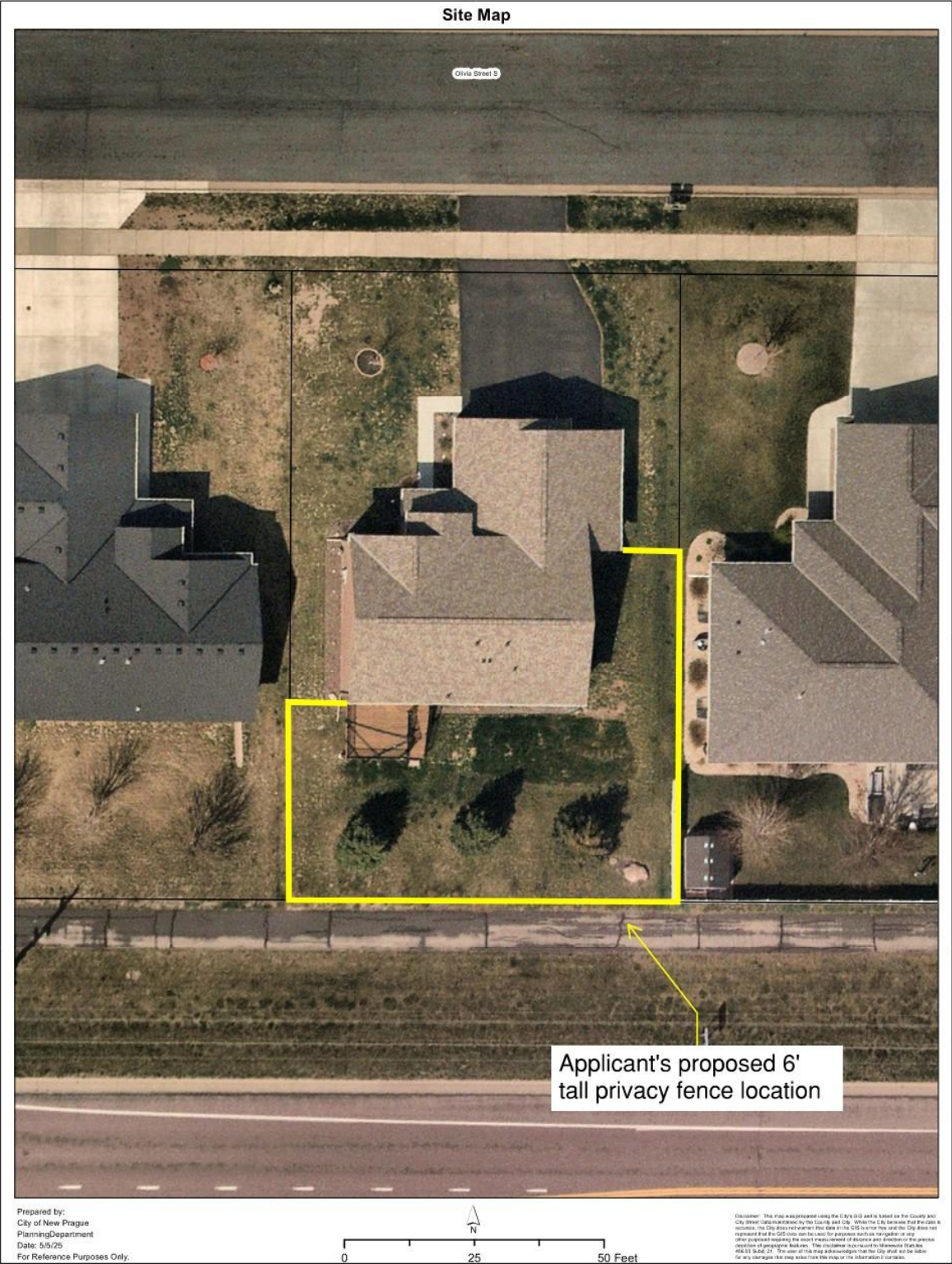
Aerial Site Map



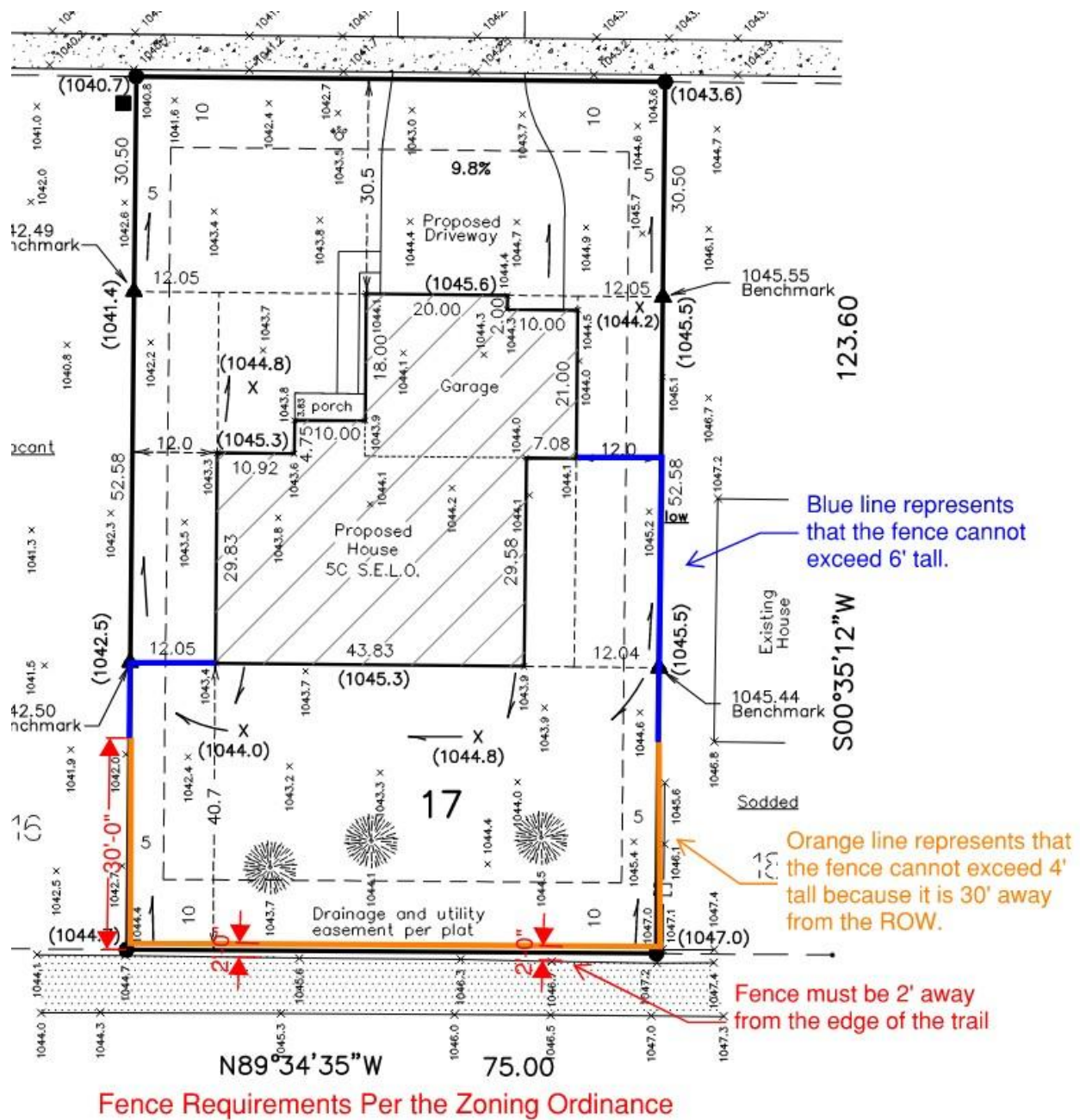
Site Map of Zoning Districts



The Applicant's Proposed 6' Tall Privacy Fence



Applicant's Proposed 6' Tall Fence Location



Fence Requirements Based on the Zoning Ordinance



Front of the Property from Olivia St SE



Back of the Property Looking from CSAH 29



Back of the Property Looking from the Trail Along CSAH 29



Back of the Property Looking from the Trail Along CSAH 29



SERVING THE COMMUNITY SINCE 1884

New Prague Fire Department

505 5TH Ave. NW New Prague, MN 56071

Mayor and City Council,

The Fire Department would like to purchase a new pickup to add to our fleet of trucks. The truck would be used for fire calls, training, and fire department meetings. The Department would purchase the F150 pickup for a price of \$47,925. We are looking for help with funding the equipment, lights and sirens, topper, and lettering on the pickup. The total for the additional equipment is around \$16,000. The rural fire association has already approved paying for half of the \$16,000 for the equipment. We would like the city to help us with this project by paying for the other \$8,000 in equipment which would be paid for through the Public Safety Funds that the city received last year.

Steve Rynda
Fire Chief



SERVING THE COMMUNITY SINCE 1884

New Prague Fire Department

505 5TH Ave. NW New Prague, MN 56071

Mayor and City Council,

The New Prague Fire Department is looking to increase its Retirement benefit level from \$4,150 to \$5,000 per year of service. The Pension Fund supports this increase. The Fire Department and the Rural Fire Board have both approved this increase unanimously at their respective meetings. Attached is documentation supporting the increase and showing where the fund is at currently.

Steve Rynda
Fire Chief

Form SC-24

New Prague Fire Relief Association

OFFICE OF THE STATE AUDITOR

Active Member Information

Enter the Annual Benefit Level in effect for 2024:

\$4,150

Enter the Minimum Retirement Age:

50

Enter the Years Required for Full Vesting:

20

(If you change your benefit level before 12/31/2024, the SC must be recalculated and recertified at the new level.)

								2024	2025	
Total Active Member Liabilities								925,080		1,032,886
					Leaves of Absence and Breaks in Service (months)	Return to Service Member ?	To end of 2024		To end of 2025	
	Name	Status	Date of Birth	Fire Department Entry Date			Years of Service	Accrued Liability	Years of Service	Accrued Liability
1	Mark Novak	Active	9/5/1968	3/1/1998	0		27	112,050	28	116,200
2	Curt Novotny	Active	5/27/1974	2/4/2003	0		22	91,300	23	95,450
3	Steve Rynda	Active	5/9/1979	2/1/2004	0		21	75,176	22	81,119
4	Greg Pint	Active	7/9/1975	6/1/2005	0		20	80,583	21	87,150
5	Brandon Busch	Active	1/28/1985	5/6/2008	0		17	50,967	18	55,584
6	Andrew Charnstrom	Active	4/5/1977	6/7/2011	0		14	48,658	15	53,697
7	Andrew Koloc	Active	3/18/1986	6/7/2011	0		14	40,750	15	44,971
8	Daniel Wagner	Active	10/29/1979	12/15/2011	0		13	43,866	14	48,658
9	Brent Sticha	Active	6/12/1987	7/1/2012	0		13	36,737	14	40,750
10	Jacob Kartak	Active	6/4/1988	7/1/2012	0		13	35,667	14	39,563
11	Ryan Kubes	Active	5/22/1985	7/1/2012	0		13	38,975	14	43,232
12	Paul Tupy	Active	5/9/1989	7/2/2013	0		11	29,301	12	32,924
13	Bryan M Tupy	Active	4/25/1993	4/21/2015	0		10	23,667	11	26,815
14	Eric Hoffman	Active	3/14/1985	4/21/2015	0		10	29,980	11	33,968
15	Eric Steinhoff	Active	6/9/1976	2/7/2017	0		8	23,286	9	26,982
16	Jeff Steinhoff	Active	9/18/1980	2/7/2017	0		8	23,286	9	26,982
17	Ryan Schmitz	Active	12/29/1989	2/7/2017	0		8	21,310	9	24,693
18	Tim Dvorak	Active	2/9/1980	2/7/2017	0		8	23,286	9	26,982
19	Brandon Anderson	Active	6/15/1992	5/2/2017	0		8	19,502	9	22,597
20	Tim Finley	Separated/Not Vested	8/6/1979	5/21/2019	0		6	0	7	0
21	Matt Ambroz	Active	3/25/1987	10/8/2019	0		5	13,319	6	16,462
22	Ryan Jabas	Active	8/10/1989	11/5/2019	0		5	13,319	6	16,462
23	Charles M. Flicek	Active	9/12/1998	7/7/2020	0		4	8,166	5	10,514
24	Zachary Dubanoski	Active	8/10/1991	7/7/2020	0		4	10,043	5	12,931
25	Chase Buthe	Active	7/16/1991	3/1/2022	0		3	7,532	4	10,345
26	Luke Zweber	Active	1/2/1999	3/1/2022	0		3	5,946	4	8,166
27	Zach Meyer	Active	2/24/1998	3/1/2022	0		3	6,125	4	8,411
28	Mike Barth	Separated/Not Vested	12/24/1979	6/21/2022	0		3	0	4	0
29	Frank Ruzicka	Active	12/5/2000	4/4/2023	0		2	3,849	3	5,946
30	Tucker Tietz	Active	3/1/1999	4/4/2023	0		2	3,964	3	6,125
31	Sam Peterson	Active	2/13/1990	4/16/2024	0		1	2,367	2	4,875
32	Nathan Simon	Active	7/16/1997	4/16/2024	0		1	2,103	2	4,332

Form SC-24

New Prague Fire Relief Association

OFFICE OF THE STATE AUDITOR

Deferred Member Information

(fully or partially vested)

Total Deferred Member Liabilities 2024 349,440

Total Deferred Member Liabilities 2025 349,440

1

Enter all information as it pertains to this member.

Member Name: Jeremy Tikalsky Benefit Level at Separation: 4,150 Months of Service Are Paid 4,150

Minimum Years Required to Vest: 10 DOB: 2/13/1974

Service Dates: Entry: 8/1/1997 Separation: 1/4/2022

LOAs and BIS (in months): 0 Vesting %: 100

Return to Service Member ? (Select "Yes" if applicable.)

Total Service: Years: 24 Months (if paid):

2024 Estimated Liability: 0

2025 Estimated Liability: 0 Status: Paid

Deferred Interest Paid

(Select "Yes" if offered.)

If Interest is Paid, Choose Type:

Choose Type

Period Interest is Paid:

Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2013: <u> </u> %	2019: <u> </u> %
1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2014: <u> </u> %	2020: <u> </u> %
1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2015: <u> </u> %	2021: <u> </u> %
1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2016: <u> </u> %	2022: <u> </u> %
1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2017: <u> </u> %	2023: <u> </u> %

+Rate of return is calculated using the earnings projected on Page 4 of this form.

2018: % 2024: % +**2**

Enter all information as it pertains to this member.

Member Name: Keith Rynda Benefit Level at Separation: 4,150 Months of Service Are Paid 4,150

Minimum Years Required to Vest: 10 DOB: 12/12/1979

Service Dates: Entry: 12/1/2001 Separation: 1/4/2022

LOAs and BIS (in months): 0 Vesting %: 100

Return to Service Member ? (Select "Yes" if applicable.)

Total Service: Years: 20 Months (if paid):

2024 Estimated Liability: 83,000

2025 Estimated Liability: 83,000 Status: Deferred

Deferred Interest Paid

(Select "Yes" if offered.)

If Interest is Paid, Choose Type:

Choose Type

Period Interest is Paid:

Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2013: <u> </u> %	2019: <u> </u> %
1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2014: <u> </u> %	2020: <u> </u> %
1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2015: <u> </u> %	2021: <u> </u> %
1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2016: <u> </u> %	2022: <u> </u> %
1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2017: <u> </u> %	2023: <u> </u> %

+Rate of return is calculated using the earnings projected on Page 4 of this form.

2018: % 2024: % +

Form SC-24

New Prague Fire Relief Association

Page 2 - Cont.

3

Enter all information as it pertains to this member.

Member Name:	Brad Novak		Benefit Level at Separation:	4,150	Months of Service Are Paid	
Minimum Years Required to Vest:	10	DOB:	7/18/1976	<div style="border: 1px solid black; padding: 5px;"> Deferred Interest Paid (Select "Yes" if offered.) _____ If Interest is Paid, Choose Type: Choose Type _____ Period Interest is Paid: Choose Interest Payment Period _____ </div>		
Service Dates:	Entry: 8/5/2003	Separation:	8/5/2023			
LOAs and BIS (in months):	0	Vesting %:	100			
Return to Service Member ?	(Select "Yes" if applicable.) _____					
Total Service:	Years: 20	Months (if paid):	_____			
2024 Estimated Liability:	83,000					
2025 Estimated Liability:	83,000	Status:	Deferred			
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.						
1993: _____ %	1998: _____ %	2003: _____ %	2008: _____ %	2013: _____ %	2019: _____ %	
1994: _____ %	1999: _____ %	2004: _____ %	2009: _____ %	2014: _____ %	2020: _____ %	
1995: _____ %	2000: _____ %	2005: _____ %	2010: _____ %	2015: _____ %	2021: _____ %	
1996: _____ %	2001: _____ %	2006: _____ %	2011: _____ %	2016: _____ %	2022: _____ %	
1997: _____ %	2002: _____ %	2007: _____ %	2012: _____ %	2017: _____ %	2023: _____ %	
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2018: _____ %	2024: _____ %	+

4

Enter all information as it pertains to this member.

Member Name:	Terry Fahey		Benefit Level at Separation:	4,150	Months of Service Are Paid	
Minimum Years Required to Vest:	10	DOB:	7/10/1970	<div style="border: 1px solid black; padding: 5px;"> Deferred Interest Paid (Select "Yes" if offered.) _____ If Interest is Paid, Choose Type: Choose Type _____ Period Interest is Paid: Choose Interest Payment Period _____ </div>		
Service Dates:	Entry: 10/20/2003	Separation:	10/20/2023			
LOAs and BIS (in months):	0	Vesting %:	100			
Return to Service Member ?	(Select "Yes" if applicable.) _____					
Total Service:	Years: 20	Months (if paid):	_____			
2024 Estimated Liability:	0					
2025 Estimated Liability:	0	Status:	Paid			
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.						
1993: _____ %	1998: _____ %	2003: _____ %	2008: _____ %	2013: _____ %	2019: _____ %	
1994: _____ %	1999: _____ %	2004: _____ %	2009: _____ %	2014: _____ %	2020: _____ %	
1995: _____ %	2000: _____ %	2005: _____ %	2010: _____ %	2015: _____ %	2021: _____ %	
1996: _____ %	2001: _____ %	2006: _____ %	2011: _____ %	2016: _____ %	2022: _____ %	
1997: _____ %	2002: _____ %	2007: _____ %	2012: _____ %	2017: _____ %	2023: _____ %	
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2018: _____ %	2024: _____ %	+

Form SC-24

New Prague Fire Relief Association

Page 2 - Cont.

5

Enter all information as it pertains to this member.

Member Name: Andy Tupy Benefit Level at Separation: 3,750

Minimum Years Required to Vest: 10 DOB: 10/5/1980

Service Dates: Entry: 2/1/2004 Separation: 2/7/2020

LOAs and BIS (in months): 0 Vesting %: 84

Return to Service Member ? (Select "Yes" if applicable.)

Total Service: Years: 16 Months (if paid):

2024 Estimated Liability: 50,400

2025 Estimated Liability: 50,400 Status: Deferred

Months of Service Are Paid 3,750

Deferred Interest Paid

(Select "Yes" if offered.)

If Interest is Paid, Choose Type:

Choose Type

Period Interest is Paid:

Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2013: <u> </u> %	2019: <u> </u> %
1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2014: <u> </u> %	2020: <u> </u> %
1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2015: <u> </u> %	2021: <u> </u> %
1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2016: <u> </u> %	2022: <u> </u> %
1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2017: <u> </u> %	2023: <u> </u> %

+Rate of return is calculated using the earnings projected on Page 4 of this form.

2018: % 2024: % +**6**

Enter all information as it pertains to this member.

Member Name: Bob Connelly Benefit Level at Separation: 4,150

Minimum Years Required to Vest: 10 DOB: 8/5/1981

Service Dates: Entry: 6/1/2004 Separation: 6/7/2022

LOAs and BIS (in months): 0 Vesting %: 92

Return to Service Member ? (Select "Yes" if applicable.)

Total Service: Years: 18 Months (if paid):

2024 Estimated Liability: 68,724

2025 Estimated Liability: 68,724 Status: Deferred

Months of Service Are Paid 4,150

Deferred Interest Paid

(Select "Yes" if offered.)

If Interest is Paid, Choose Type:

Choose Type

Period Interest is Paid:

Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2013: <u> </u> %	2019: <u> </u> %
1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2014: <u> </u> %	2020: <u> </u> %
1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2015: <u> </u> %	2021: <u> </u> %
1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2016: <u> </u> %	2022: <u> </u> %
1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2017: <u> </u> %	2023: <u> </u> %

+Rate of return is calculated using the earnings projected on Page 4 of this form.

2018: % 2024: % +

Form SC-24

New Prague Fire Relief Association

Page 2 - Cont.

7

Enter all information as it pertains to this member.

Member Name: Steve Kartak Benefit Level at Separation: 3,750

Minimum Years Required to Vest: 10 DOB: 7/15/1979

Service Dates: Entry: 2/7/2006 Separation: 10/1/2019

LOAs and BIS (in months): 0 Vesting %: 72

Return to Service Member ? (Select "Yes" if applicable.)

Total Service: Years: 13 Months (if paid):

2024 Estimated Liability: 35,100

2025 Estimated Liability: 35,100 Status: Deferred

Months of Service Are Paid

Deferred Interest Paid

(Select "Yes" if offered.)

If Interest is Paid, Choose Type:

Choose Type

Period Interest is Paid:

Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2013: <u> </u> %	2019: <u> </u> %
1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2014: <u> </u> %	2020: <u> </u> %
1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2015: <u> </u> %	2021: <u> </u> %
1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2016: <u> </u> %	2022: <u> </u> %
1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2017: <u> </u> %	2023: <u> </u> %

+Rate of return is calculated using the earnings projected on Page 4 of this form.

2018: % 2024: % +**8**

Enter all information as it pertains to this member.

Member Name: Nicholas Smith Benefit Level at Separation: 4,150

Minimum Years Required to Vest: 10 DOB: 7/19/1981

Service Dates: Entry: 9/6/2010 Separation: 12/31/2021

LOAs and BIS (in months): 0 Vesting %: 64

Return to Service Member ? (Select "Yes" if applicable.)

Total Service: Years: 11 Months (if paid):

2024 Estimated Liability: 29,216

2025 Estimated Liability: 29,216 Status: Deferred

Months of Service Are Paid

Deferred Interest Paid

(Select "Yes" if offered.)

If Interest is Paid, Choose Type:

Choose Type

Period Interest is Paid:

Choose Interest Payment Period

For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.

1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2008: <u> </u> %	2013: <u> </u> %	2019: <u> </u> %
1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2009: <u> </u> %	2014: <u> </u> %	2020: <u> </u> %
1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2010: <u> </u> %	2015: <u> </u> %	2021: <u> </u> %
1996: <u> </u> %	2001: <u> </u> %	2006: <u> </u> %	2011: <u> </u> %	2016: <u> </u> %	2022: <u> </u> %
1997: <u> </u> %	2002: <u> </u> %	2007: <u> </u> %	2012: <u> </u> %	2017: <u> </u> %	2023: <u> </u> %

+Rate of return is calculated using the earnings projected on Page 4 of this form.

2018: % 2024: % +

Form SC-24

New Prague Fire Relief Association

OFFICE OF THE STATE AUDITOR

Financial Projections

	2024	2025	
Total Active Member Liabilities	925,080	1,032,886	
Total Deferred Member Liabilities	349,440	349,440	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,274,520	B. 1,382,326	
Normal Cost (Cell B minus Cell A)			C. 107,806

Projection of Net Assets for Year Ending December 31, 2024

Special Fund Assets at December 31, 2023 (FIRE-23 Form ending assets) 1 1,372,611

Projected Income for 2024

Fire State Aid (2023 fire state aid of \$98,299 may be increased by up to 3.5%)	D.	101,739	
Supplemental State Aid (actual 2023 supplemental state aid)	E.	17,875	
Municipal / Independent Fire Dept. Contributions	F.		
Interest / Dividends	G.	38,000	
Appreciation / (Depreciation)	H.	30,650	
Member Dues	I.		
Other Revenues	J.		
Total Projected Income for 2024 (Add Lines D through J)			2 188,264

Projected Expenses for 2024

Service Pensions (fill in individual pension amounts below)

K. 99,600

Names:

Jeremy Tikalsky

\$ Amounts:

99,600

Other Benefits

L. 0

Administrative Expenses

M. 0

Total Projected Expenses for 2024 (Add Lines K through M)

3 99,600

Projected Net Assets at December 31, 2024 (Add Lines 1 and 2, subtract Line 3)

4 1,461,275

Projection of Surplus or (Deficit) as of December 31, 2024

Projected Assets (Line 4)	5	1,461,275
2024 Accrued Liability (Page 4, cell A)	6	1,274,520
Surplus or (Deficit) (Line 5 minus Line 6)	7	186,755

Form SC-24

New Prague Fire Relief Association

OFFICE OF THE STATE AUDITOR

Calculation of Required Contribution

Deficit Information - Original			Deficit Information - Adjusted		
Year Incurred	Original Amount	Amount Retired as of 12/31/2023	Original Amount	Amount Retired as of 12/31/2024	Amount Left to Retire 1/1/2025
2015	0	0			
2016	0	0			
2017	0	0			
2018	0	0			
2019	0	0			
2020	0	0			
2021	0	0			
2022	0	0			
2023	8,341	0			
2024					
Totals	8,341		0		0

Normal Cost	8	107,806
Projected Administrative Expense	9	300
Amortization of Deficit (Total of Original Amount column x 0.10)	10	0
10% of Surplus	11	18,676
Fire and Supplemental State Aid	12	119,614
Member Dues	13	0
5% of Projected Assets at December 31, 2024	14	73,064
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)	15	0
No required contribution due in 2025.		



ENV# CEBRRBZFBBJZLBI_BBBBB
OSAIC WEALTH, INC.
12325 PORT GRACE BLVD
LAVISTA, NE 68128



116989 FIEP2J11 000000 AT 03
NEW PRAGUE VOLUNTEER FIREMEN
505 5TH AVE NW
NEW PRAGUE MN 56071



Diversified Financial Planning Services
for Individuals and Small Businesses
Securities offered through OSAIC Wealth, Inc. member FINRA, SIPC. OSAIC Wealth, Inc. is a subsidiary of OSAIC Financial Services LLC, a member of the OSAIC Financial Services Group. OSAIC Financial Services LLC is a subsidiary of OSAIC Financial Services Group, Inc. (DIVERSIFIED WEALTH MANAGEMENT which is your account representative) are independent of OSAIC Wealth Inc.

STATEMENT FOR THE PERIOD APRIL 1, 2025 TO APRIL 30, 2025

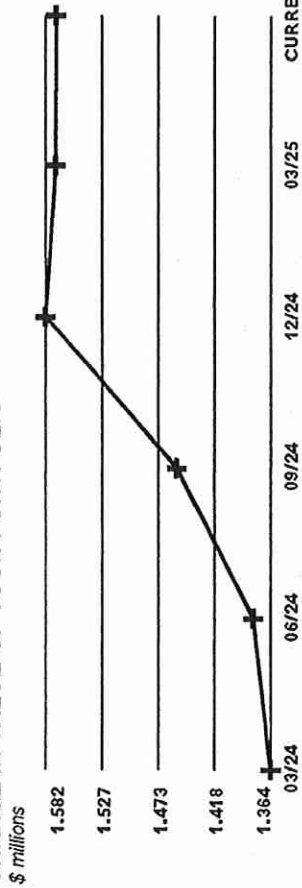
NEW PRAGUE VOLUNTEER FIREMEN - Unincorporated Assn
Account Number: [REDACTED]

Separate Acc't Manager: OSAIC WEALTH
Investment Discipline: MO-ADVISOR DIRECTED PORT

BEGINNING VALUE OF YOUR PORTFOLIO \$1,572,118.18
TOTAL VALUE OF YOUR PORTFOLIO \$1,571,900.76

FINANCIAL PROFESSIONAL
BRUSSEAU/BRUSSEAU
RR#: 019
For questions about your accounts:
National: 952.758.9500

CHANGE IN VALUE OF YOUR PORTFOLIO



OSAIC WEALTH, INC

MN_CEBRRBZFBBJZLBI_BBBBB 20250430

Account carried with National Financial Services LLC, Member
NYSE, SIPC.

This page is being provided as an optional tool that a relief association may use as a resource to estimate the impact that benefit level changes or investment rate of return changes could have on the relief association's funded status. This page is not required to be completed; the Schedule Form can be submitted without completing this page.

If you choose to complete this page, please be aware that the calculated information, including the surplus or deficit and required contribution amounts, are rough estimates, only. This tool should not be relied upon in lieu of individualized services provided by a relief association's auditor, actuary, or financial advisor.

The instructions on how to use this page are found on the Home tab of this spreadsheet. If a deferred member receives deferred interest, the member's individual balance is assumed to increase by 5% each year. The fire state aid amount is assumed to increase by 3.5% each year. The supplemental state aid amount is assumed to be the same amount each year. Projected administrative expenses (in Line 22) is assumed to increase by 3.5% each year.

Form SC-24

OFFICE OF THE STATE AUDITOR

Benefit Level Projections

2024 Benefit Increase Projections

2024 Benefit Level:	1A. \$ 4,150
2024 Rate of Return:	2A. 13.75%

Projection of Liabilities for Year End

Total Active Member Liabilities	2024	925,080	2025	1,032,886
Total Deferred Member Liabilities		349,440		349,440
Total Unpaid Installments		0		0
Less: Projected Payouts		99,600		99,600
Grand Total Special Fund Liability	3A.	1,174,920	4A.	1,282,726
Normal Cost. (Line 4 minus Line 3)	5A.		5A.	107,806

Projection of Net Assets for Year End

Special Fund Assets on January 1 (Prior Year FIRE Form Ending Net Assets)

Projected Income:	6A.	1,372,611
Fire State Aid (fire state aid of \$98,599 may be increased by up to 3.5%)	7A.	101,739
Supplemental State Aid (actual supplemental state aid)	8A.	17,875
Municipal / Independent Fire Days Contributions	9A.	0
Investment Earnings (Line 2 multiplied by Line 6)	10A.	188,734
Member Dues	11A.	0
Other Revenues	12A.	0
Total Projected Income	13A.	308,348

Projected Expenses:

Total Service Pensions and Benefit Payments	14A.	99,600
Administrative Expenses	15A.	0
Total Projected Expenses	16A.	99,600
Projected Net Assets at Year End	17A.	1,581,359

Projection of Surplus or (Deficit) as of Year End

Projected Assets. (Line 17)	18A.	1,581,359
Accrued Liability Less Projection Payouts	19A.	1,174,920
Surplus or (Deficit). (Line 18 minus Line 19)	20A.	406,439

Year Incurred	Deficit Information - Original		2024 Deficit Information - Adjusted	
	Original Amount	Amount Retired as of 12/31/2023	Original Amount	Amount Left to Retire 1/1/2025
2015	0	0		
2016	0	0		
2017	0	0		
2018	0	0		
2019	0	0		
2020	0	0		
2021	0	0		
2022	0	0		
2023	8,341	0		
2024				
2025				
2026				
Totals	8,341	0	0	0

Normal Cost

Projected Administrative Expense
Amortization of Deficit (Total of Original Amount column x 0.10)

10% of Surplus

Fire and Supplemental State Aid

Member Dues

2024	21A.	107,806
2025	22A.	300
2026	23A.	0
2027	24A.	40,644
2028	25A.	119,614
2029	26A.	0

2025 Benefit Increase Projections

2025 Benefit Level:	1B. \$ 5,000
2025 Rate of Return:	2B. -5.00%

2025 Benefit Increase Projections

Total Active Member Liabilities	2025	1,244,441	2026	1,377,440
Total Deferred Member Liabilities		349,440		349,440
Total Unpaid Installments		0		0
Less: Projected Payouts		99,600		99,600
Grand Total Special Fund Liability	3B.	1,494,281	4B.	1,627,280
Normal Cost. (Line 4 minus Line 3)	5B.		5B.	132,999

2025 Benefit Increase Projections

Projected Income:	6B.	1,581,359
Fire State Aid (fire state aid of \$98,599 may be increased by up to 3.5%)	7B.	105,300
Supplemental State Aid (actual supplemental state aid)	8B.	17,875
Municipal / Independent Fire Days Contributions	9B.	0
Investment Earnings (Line 2 multiplied by Line 6)	10B.	(79,065)
Member Dues	11B.	0
Other Revenues	12B.	0
Total Projected Income	13B.	44,107

Projected Expenses:

Total Service Pensions and Benefit Payments	14B.	
Administrative Expenses	15B.	
Total Projected Expenses	16B.	0
Projected Net Assets at Year End	17B.	1,625,466

Projection of Surplus or (Deficit) as of Year End

Projected Assets. (Line 17)	18B.	1,625,466
Accrued Liability Less Projection Payouts	19B.	1,494,281
Surplus or (Deficit). (Line 18 minus Line 19)	20B.	131,185

Year Incurred	Deficit Information - Original		2025 Deficit Information - Adjusted	
	Original Amount	Amount Retired as of 12/31/2025	Original Amount	Amount Left to Retire 1/1/2026
2015	0	0		
2016	0	0		
2017	0	0		
2018	0	0		
2019	0	0		
2020	0	0		
2021	0	0		
2022	0	0		
2023	8,341	0		
2024				
2025				
2026				
Totals	8,341	0	0	0

Normal Cost

Projected Administrative Expense
Amortization of Deficit (Total of Original Amount column x 0.10)

10% of Surplus

Fire and Supplemental State Aid

Member Dues

2025	21B.	132,999
2026	22B.	300
2027	23B.	0
2028	24B.	13,119
2029	25B.	123,175
2030	26B.	0

2026 Benefit Increase Projections

2026 Benefit Level:	1C. \$ 5,000
2026 Rate of Return:	2C. 5.00%

2026 Benefit Increase Projections

Total Active Member Liabilities	2026	1,377,440	2027	1,516,722
Total Deferred Member Liabilities		349,440		349,440
Total Unpaid Installments		0		0
Less: Projected Payouts		99,600		99,600
Grand Total Special Fund Liability	3C.	1,627,280	4C.	1,766,562
Normal Cost. (Line 4 minus Line 3)	5C.		5C.	139,282

2026 Benefit Increase Projections

Projected Income:	6C.	1,625,466
Fire State Aid (fire state aid of \$98,599 may be increased by up to 3.5%)	7C.	108,986
Supplemental State Aid (actual supplemental state aid)	8C.	17,875
Municipal / Independent Fire Days Contributions	9C.	0
Investment Earnings (Line 2 multiplied by Line 6)	10C.	81,273
Member Dues	11C.	0
Other Revenues	12C.	0
Total Projected Income	13C.	208,134

Projected Expenses:

Total Service Pensions and Benefit Payments	14C.	
Administrative Expenses	15C.	
Total Projected Expenses	16C.	0
Projected Net Assets at Year End	17C.	1,833,600

Projection of Surplus or (Deficit) as of Year End

Projected Assets. (Line 17)	18C.	1,833,600
Accrued Liability Less Projection Payouts	19C.	1,627,280
Surplus or (Deficit). (Line 18 minus Line 19)	20C.	206,320

Year Incurred	Deficit Information - Original		2026 Deficit Information - Adjusted	
	Original Amount	Amount Retired as of 12/31/2026	Original Amount	Amount Left to Retire 1/1/2027
2015	0	0		
2016	0	0		
2017	0	0		
2018	0	0		
2019	0	0		
2020	0	0		
2021	0	0		
2022	0	0		
2023	8,341	0		
2024				
2025				
2026				
Totals	8,341	0	0	0

Normal Cost

Projected Administrative Expense
Amortization of Deficit (Total of Original Amount column x 0.10)

10% of Surplus

Fire and Supplemental State Aid

Member Dues

2026	21C.	139,282
2027	22C.	311
2028	23C.	0
2029	24C.	20,632
2030	25C.	126,861
2031	26C.	0



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

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JOSHUA TETZLAFF, CITY ADMINISTRATOR
SUBJECT: OPEN PARK BOARD SEAT
DATE: MAY 28, 2025

At the last City Council meeting, the City Council selected candidates for open board positions based on the boards that those candidates applied for. Through this process, each of the board had their open positions filled, except for the Park Board, who did not have any applicants for its one open seat.

In years past, when this happened, the City Council had the decision as to whether to offer an open seat to any of the candidates who weren't selected and if so, whether it wanted to re-interview those candidates for the open seat or if the previous interview was sufficient.

After the meeting, Brian Paulson, who was an applicant for the Planning Commission, reached out and said that he'd be interested in the open Park Board seat. With that information, the question is before the Council as to whether it would consider him as a candidate and whether it would like to re-interview Mr. Paulson for the open Park Board position.

With the sometimes difficulty in finding willing and able volunteers for City boards/commissions, I would recommend consider Mr. Paulson as a viable candidate. I would also recommend moving forward without a second interview because of the conversation for all boards centers around providing future guidance to the City Council in making decisions.

Recommendation

I recommend offering the open Park Board position to Brian Paulson.



MEETING MINUTES

New Prague Golf Board

On site meeting at NPGC
Tuesday, March 25th, 2025

The meeting was called to order at 6:31pm by Board President Den Gardner. The following Board Members were present for the meeting: Den Gardner, Adam Gill, Bob Cuniff, and Jen Berglund. Board Members Adam Brister, Kyle Kuehner, and Councilmember Shawn Ryan were unable to attend. Also present: GPE Owner/Contract Manager Kurt Ruehling.

- **Approval of February 25th, 2025 Meeting Minutes:**
 - A motion to approve was made by Gardner, second by Gill. Motion carried (4-0)
- **Claims for Payment (\$57,940.43):**
 - Ruehling went through a few highlighted payables, most of which were initial merchandise purchases. He also brought to the Board's attention the League of Minnesota Cities' Workers Comp charges.
 - A motion to approve the Claims for Payment was made by Cuniff, seconded by Gill. Motion carried (4-0)
- **Review Monthly Income Statement and Balance Sheet (April 2025):**
 - Ruehling alerted the Board to high expenses, which are common this time of year...while initial product stocking is taking place.
 - A motion to approve the Monthly Income Statement and Balance Sheet was made by Berglund, seconded by Cuniff. Motion carried (4-0)
- **Capital Equipment Report**
 - Ruehling informed Golf Board that the rough unit has arrived...and that all vehicles in the cart rental fleet are up and running with few to no problems.
- **Grounds Operation Update...Jeff Pint, Grounds Superintendent:**
 - Pint reported that sand will be added to bunkers and completed by the May Golf Board Meeting
 - Ruehling informed Golf Board that he, Pint and City Administrator Josh Tetzlaff have been working on a "wish list" for the upcoming months, years, and future.
 -
- **Food & Beverage Update...Michelle Mulvihill, Food & Beverage Coordinator:**
 - Mulvihill reported that we have finished up hosting Chamber Bingo for another season. Each week was better than the last and the finale was very busy and very successful!
 - Mulvihill has been meeting with potential events and hopes to "land" them all soon
 - We hosted a large, successful funeral luncheon on March 8th...family had nothing but praise for the way we provided them with hospitality
 - Hiring and interviewing continues, with many interested individuals!
 - We hope to increase the Snack Bar hours during the 2025 season
 - Mulvihill is looking into staff uniforms, so identifying employees is easier for the patrons

- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
 - All events have secured their dates for 2025...Ruehling has been speaking with a few new ones, but has not booked yet.
 - Ruehling continues to update website as time permits...focusing on the junior Golf registration set for April 1st.
 - Ruehling is receiving merchandise on a daily basis and is documenting and pricing
 - The cart staging area is being prepared to bring down carts from storage. Ruehling is seeking some volunteers to assist with this time-consuming task
 - Ruehling indicated that the golf course will open on March 27th!! Following meeting the full focus will be on the opener!
 - Ruehling hopes to introduce new software called Smart Golf. This will make the result posting more effective and professional moving forward...it will also decrease the prep time needed for a successful event
- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
 - Yearly advertising and website communication is currently happening
 - Adam Gill has been asked to assist with some of the social media marketing...he will be glad to help!
- **Golf Scholarship Event Summary...Den Gardner:**
 - Gardner reported that he has spoken to both High School coaches and they will have candidates this year for the scholarship! Cunniff volunteered to assist in the selection process, if needed
 - Gardner reminded everyone of the Scholarship FUNRaiser date: **SUNDAY, AUGUST 10TH, 2025**
- **Miscellaneous:**
 - Gardner presented a formal “Proposal To Increase Board Size”. The following information is on the proposal:

Proposed Resolution to the City Council

Be it resolved that the New Prague Golf Board approves a recommendation that the number of members of the board be increased from six volunteers to up to eight volunteers, with up to a maximum of two members be appointed from membership as residents outside the city of New Prague.

We propose this resolution for the following reasons:

-More opinions regarding issues with the golf club from perspectives outside of New Prague resident board members.

-More volunteer board members result in more diversity in experience of the board to make informed decisions about policies and procedures affecting the golf club.

- A motion to approve the submission of Proposal to Increase Board Size was made by Gardner, seconded by Cunniff. Motion carried (5-0)
- **Adjournment:**
 - A motion to adjourn the meeting at 7:25p was made by Brister, second by Gill. Motion carried (5-0)

Next Golf Board Meeting –Tuesday, April 22nd, 2025, 6:30pm

Respectfully submitted by,
Kurt Ruehling, GME...PGA General Manager



MEETING MINUTES

New Prague Golf Board

On site meeting at NPGC
Tuesday, April 22nd, 2025

The meeting was called to order at 6:31pm by Board President Den Gardner. The following Board Members were present for the meeting: Den Gardner, Adam Gill, Bob Cuniff, and Jen Berglund. Board Members Adam Brister, Kyle Kuehner, and Councilmember Shawn Ryan were unable to attend. Also present: GPE Owner/Contract Manager Kurt Ruehling.

- **Approval of March 25th, 2025 Meeting Minutes:**
 - A motion to approve was made by Gardner, second by Gill. Motion carried (4-0)
- **Claims for Payment (\$57,940.43):**
 - Ruehling went through a few highlighted payables, most of which were initial merchandise purchases. He also brought to the Board's attention the League of Minnesota Cities' Workers Comp charges.
 - A motion to approve the Claims for Payment was made by Cuniff, seconded by Gill. Motion carried (4-0)
- **Review Monthly Income Statement and Balance Sheet (April 2025):**
 - Ruehling alerted the Board to high expenses, which are common this time of year...while initial product stocking is taking place.
 - A motion to approve the Monthly Income Statement and Balance Sheet was made by Berglund, seconded by Cuniff. Motion carried (4-0)
- **Capital Equipment Report**
 - Ruehling informed Golf Board that the rough unit has arrived...and that all vehicles in the cart rental fleet are up and running with few to no problems.
- **Grounds Operation Update...Jeff Pint, Grounds Superintendent:**
 - Pint reported that sand will be added to bunkers and completed by the May Golf Board Meeting
 - Ruehling informed Golf Board that he, Pint and City Administrator Josh Tetzlaff have been working on a "wish list" for the upcoming months, years, and future.
 - If possible, Board would like a "3-Year Plan" for the greenside bunkers from Pint...to be presented at May Meeting
- **Food & Beverage Update...Michelle Mulvihill, Food & Beverage Coordinator:**
 - Mulvihill reported that we had a great first weekend in the Food & Beverage department!
 - Mulvihill also reported that we hosted a large funeral luncheon and the family was very happy and appreciative of efforts of our staff.
 - Currently working on staffing the department and creating a "vision" for the F&B moving forward.
 - Before the next meeting we will have updated the Snack Bar's offerings and it's 2025 hours of operation

- **Golf Operation Update...Kurt Ruehling, GM/PGA Professional:**
 - Special thanks to the volunteers that helped move the cart rental fleet from the storage shed to the staging area! This move included gassing and washing the fleet.
 - Ruehling is currently working on the coordination of League kick-offs and coordinating. In the same week we will start VFW League, Keen Senior League, Wednesday Ladies League, Men's League, and Couples' League!
 - Ruehling is working with CTS to receive a new computer hard drive at his desk...this will ensure receiving proper updates and producing updated forms and correspondences
 - Ruehling should have rounds and revenue information to share at next Board Meeting
- **Marketing Update...Kurt Ruehling, GM/PGA Professional:**
 - Ruehling will work with Golf Board member Adam Gill to boost social media posts.
- **Golf Scholarship Event Summary...Den Gardner:**
 - Event is scheduled for Sunday, August 10th, 2025
 - Gardner reported that the 2025 recipients will be announced at the Excellence Ceremony at the High School. (2) Girls and (1) Boys will be recognized
- **Miscellaneous:**
 - Gardner reported that the City Council rejected the Board proposal to increase the size of the Golf Board, to help with the "no quorum" problems that exist. Possibly changing of dates was discussed...also, Gardner inquired about the Council Involvement/Presence at Golf Board Meetings
 - Gardner reported on a possible partnership with the Broz Hotel Owners and NPGC with regards to golf simulators. Board agreed that there would be too many unknown elements from rent to profit sharing to liability...and chose not to pursue.
 - Discussion about tree removal and/or treatment of ailing ash trees...no proposals or actions needed
- **Adjournment:**
 - A motion to adjourn the meeting at 7:50p was made by Berglund, second by Cunniff. Motion carried (5-0)

Next Golf Board Meeting –Tuesday, May 27th, 2025, 6:30pm

Respectfully submitted by,
Kurt Ruehling, GME...PGA General Manager

Meeting Minutes
New Prague Planning Commission
Wednesday, April 23rd, 2025

1. Call Meeting to Order

The meeting was called to order at 6:30 p.m. by Chair Dan Meyer with the following members present: Brandon Pike, and Jason Bentson. Absent were Shawn Ryan, and Ann Gengel.

City Staff Present: Ken Ondich – Planning / Community Development Director and Kyra Chapman – Planner

2. Approval of Meeting Minutes

A. March 26th, 2025 Regular Meeting

A motion was made by Pike, seconded by Bentson, to approve the March 26th, 2025 regular meeting minutes. Motion carried (3-0).

3. Public Invited to Be Heard on Matters Not on the Agenda

No public comments were given.

4. OLD BUSINESS

A. None

5. NEW BUSINESS

A. Request for Conditional Use Permit #C1-2025 – CUP to Allow Exterior Storage at 605 6th St NW

Planner Chapman explained that Bevcomm applied for a conditional use permit to allow exterior storage for spools of underground ducting and conduit. Bevcomm purchased 605 6th St NW, a vacant shovel ready site in the industrial district in December 2024. Bevcomm intends to build an 8,000 sq ft office/shop/warehouse building with an 80' x 120' fence that would store spools of underground ducting and conduit. The property is zoned I1-Light Industrial District and within that district exterior storage is listed as a conditional use.

Planner Chapman mentioned that as part of the permit review, all screening requirements must be met. According to Zoning Ordinance 707, all industrial uses abutting commercial or industrial districts must have a single row of deciduous trees or evergreen trees with a diameter of 2.5" and spaced a minimum of 40' around the perimeter of the abutting commercial or industrial districts. Trees must be planted around the entire perimeter of the property. Additional trees do not need to be planted on the west side of the property because the applicant's landscaping plan shows eight trees planted on the west side of the driveway. Section 707 of the Zoning Ordinance also requires that the fence be visually appealing and

cohesive with the structure. As such, staff recommend that the fence be a chain-link fence that's 6' tall with vinyl slats with a minimum 75% opacity. These screening conditions are similar to what was required at Brick's Boatworks, which is also found in the industrial district.

A motion was made by Pike, seconded by Meyer to open the public hearing (3-0). The public hearing opened at 6:42pm.

John Sonnek, applicant representative from 123 W 7th St, Blue Earth stated that the three trees that are required on the far east side of the building would be scraping the building. It would make more sense to move the trees to the west side of the property instead.

Pike mentioned that the screening requirements are not specific to conditional use permits. The landscaping requirements are required per the recent Zoning Ordinance amendment.

Planning/Community Development Director stated that he would not be comfortable doing a variance without a variance application. A separate variance application for either increasing the spacing or the removal of the trees would be needed.

A motion was made by Pike, seconded by Bentson to close the public hearing (3-0). The public hearing closed at 6:50pm.

A motion was made by Bentson, seconded by Pike to recommend approval of V3-2025 with the following findings:

- A. The proposed use of a exterior storage for the new office/shop/warehouse building will not create an excessive burden on existing parks, schools, streets and other public facilities which serve the area because a previous traffic study indicated buildout of the existing industrial park land will not create a need for transportation improvements and because the new building will be accessed via 6th Street NW which is a collector road.
- B. The proposed exterior storage area will be sufficiently screened with fencing and vegetation and is not located near any residentially zoned or used land so that it will not depreciate existing home values or be a deterrence to development of vacant land.
- C. The proposed exterior storage area is reasonably related to the overall needs of the City and to existing land use, as it is listed as a conditional use.
- D. The proposed exterior storage for the office/shop/warehouse is consistent with the purposes of the Zoning Ordinance and the purposes of the I-1 Light Industrial Zoning District as the proposed use is specifically listed as a conditional use.
- E. The proposed exterior area is not in conflict with the Comprehensive Plan of the City because the Comprehensive Plan designates this property as being located within the I-1 Light Industrial Zoning District.
- F. The proposed exterior storage will not generate any significant additional traffic and the previously completed traffic impact study noted additional traffic control measures are not required until further development of the industrial park occurs to the north.
- G. The exterior storage area behind the new office/shop/warehousing building will have adequate utilities, drainage and access roads.

And with the following conditions:

1. The fence should be a 6' tall chain-link type with vinyl slats for a minimum 75% opacity. The color of the slats should be similar to the siding of the proposed warehouse. The vinyl slats must be maintained in good order at all times.
2. Dust control measures must be used on the exterior storage area to ensure adjacent properties are protected from dust during susceptible conditions.
3. The exterior storage area must be kept free of weeds and trash.
4. The applicant must provide a knox box to hold a key for access by the Police/Fire Department to the exterior storage area and also the main building if it is sprinklered or alarmed.
5. A single row of deciduous or evergreen trees that are 8' tall with a diameter of 2.5" must be planted every 40' around the perimeter of the property lines (except where parking lot landscaping is provided adjacent to the parking lot areas as shown on the site plan at 30' spacing along the west side and 40' near the front).
6. All lighting must conform to Section 704 of the Zoning Ordinance for Glare and be approved by the City prior to installation by submitting a lighting plan for final approval.
7. All recommendations of the City Engineer, New Prague Public Works Department, Utilities Department, Building Official and Fire Department must be complied with prior to final occupancy of the site.
8. The applicant shall reimburse the city for all fees and costs it incurs for processing, reviewing, and acting on the application approved herein, including but not necessarily limited to any fees charged by the city's professional consultants in accordance with established rates.
9. The property shall be subject to all requirements of the New Prague City Code and shall otherwise comply with all other applicable federal, state, and local laws, rules and regulations.

Motion carried (3-0).

6. Miscellaneous

A. Unified Development Code Discussion – Bolton & Menk

Jeff Matzke from Bolton & Menk discussed the progress on the Unified Development Code (UDC). He stated that the last time the UDC was discussed with the Planning Commission was in January. The UDC will include information on the new zoning districts, building and architectural design features, charts/graphics, and administrative processes and the subdivision ordinance as well. The building/architectural design portion of the UDC could include a list of design requirements such as roof heights, wall dimensions, contrasting colors, window coverage, etc. Owners would have an opportunity to choose a number of the requirements. This would allow business owners more flexibility while also meeting the ordinance requirements. Matzke also mentioned that certain things could be done administratively (permitted uses versus conditional) to speed up the process, especially if it's a reoccurring issue.

B. Monthly Business Update

Planning/Community Development Director Ondich introduced the monthly business update. He mentioned that only one new home permit was issued in March. Building permits for commercial alterations were issued for the former Corner Bar (100 Main St W) and Brickside 19 (825 1st St SE). 4U Massage closed on 3/10/2025 related to alleged criminal activity. Bring the Light Electric applied for a building permit to move into 104 Columbus Ave S. Bevcomm applied for a building permit to construct a new building at 605 6th St NW. Kubes Furniture and Flooring applied for a building permit to complete exterior alterations at 133 Main St W.

7. Adjournment

A motion was made by Pike, seconded by Bentson, to adjourn the meeting at 7:29 pm. Motion carried (3-0).

Respectfully submitted,



Kyra J. Chapman
Planner



UTILITIES COMMISSION MEETING MINUTES

City of New Prague

Monday, April 28, 2025 at 3:30 PM

Power Plant - 300 East Main St

1. CALL TO ORDER

The meeting was called to order by Commission President Dan Bishop on Monday, April 28th, 2025, at 3:31 pm.

Commissioners Present: Dan Bishop, Chuck Nickolay, Tom Ewert, Paul Busch and Bruce Wolf

Staff Present: General Manager Bruce Reimers, OES Ken Zweber and Finance Director Robin Pikal

2. APPROVAL OF AGENDA

Motion made by Commissioner Nickolay, seconded by Commissioner Ewert, to approve the agenda as presented.

Motion carried (5-0)

3. APPROVAL OF MINUTES

a. March 31, 2025 Utilities Meeting Minutes

Motion made by Commissioner Ewert, seconded by Commissioner Wolf, to approve the March minutes as presented.

Motion carried (5-0)

4. UTILITY AND SMMPA BILLS

a. Approval of accounts payable in the amount of \$193,954.56 and the SMMPA billing of \$452,860.23.

Motion made by Commissioner Busch, seconded by Commissioner Ewert, to approve the accounts payable as presented.

Motion carried (5-0)

5. FINANCIAL REPORTS

a. Investment Report

b. Financial Report

c. Water and Kilowatt Hours Sales

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to approve the financial reports as presented.

Motion carried (5-0)

6. FOLDING MACHINE CONTRACT RENEWAL

a. Memo

Motion made by Commissioner Ewert, seconded by Commissioner Wolf, to approve the folding machine service contract renewal.

Motion carried (5-0)

7. SCHOLARSHIP DISCUSSION

- a. Criteria
- b. Application

After reviewing the application that was submitted, General Manager Reimers recommended that the Commission foregoes awarding the SMMPA / NPUC scholarship due to the applicant not meeting the application requirements on pursuing a degree in a utility-related field.

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to forego awarding the 2025 college scholarship program.

Motion carried (5-0)

8. REVIEW OF 2024 AUDIT

- a. Abdo Presentation
- b. NPUC Audited Financials
- c. 2024 Final Executive Governance Summary

Finance Director Pikal and GM Reimers presented the results of the 2025 audit, and reviewed some of the findings and recommendations.

Motion made by Commissioner Nickolay, seconded by Commissioner Busch, to accept the 2025 audit as presented.

Motion carried (5-0)

9. SMMPA BOARD OF DIRECTORS MEETING

- a. March 12, 2025

GM Reimers informed the Commission that the SMMPA board had reviewed the rough draft of the generation quick start contract and that a final draft will be available for the city attorney to review in a few weeks.

10. GENERAL MANAGER'S REPORT

GM Reimers informed the Commission on the following:

Neighboring cities have asked if New Prague would consider raising the price of bulk filling of water supply trucks to limit the number of complaints from contractors saying that New Prague was selling water at lower cost and to prevent contractors from filling in NP and then hauling the water to their community. GM Reimers recommended that the Commission consider raising the price of bulk water sales to \$35/ 1000 gallons to match other local communities.

Motion made by Commissioner Ewert, seconded by Commissioner Nickolay, to raise the bulk fill price to \$35/1000 and to have GM Reimers bring the fee schedule change to the City Council for approval.

Motion carried (5-0)

GM Reimers informed the Commission that it has been brought to his attention that the city sewer department will be charging for water that is discharged from the water treatment #2 plant. GM Reimers said that he will be looking into what would be fair charges for the water utility to provide metering data to the sewer department for billing, being there will no longer be offsetting services. Commissioner Wolf said the charge for service would probably be better that way everyone knows the actual cost for each department.

GM Reimers informed the Commission that staff has been meeting with engineers on the generation project and that everything is progressing on schedule and that the utility has received the air permit from the MNEPA.

11. OTHER BUSINESS

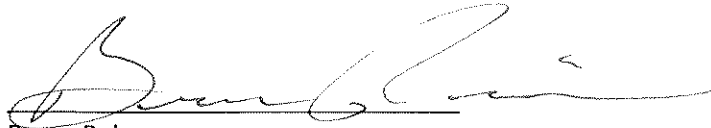
None

12. ADJOURNMENT

Motion by Commissioner Ewert, seconded by Commissioner Busch, to adjourn the meeting at 4:23 pm.

Motion carried (5-0)

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Bruce Reimers", written over a horizontal line.

Bruce Reimers

General Manager