



CITY COUNCIL MEETING AGENDA

March 13, 2023 ~ 6:00 p.m. ~ Frazee Fire Hall

[ZOOM LINK](#)

1. Call the Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Open Forum
5. Consent Agenda
 - a. [Meeting Minutes](#)
 - b. [Approval of Claims](#)
 - c. [Mayor's Monthly Update](#)
6. Old Business
 - a. [Fire Hall Lighting Project](#)
 - b. [Contract for Project Engineer Services - Trail Plan \(Heartland to Wannigan\)](#)
7. New Business
 - a. Sewer Line Over River
 - i. [Resolution 0313-23A Resolution Ordering Feasibility Study](#)
 - ii. [Contract for Project Engineer Services - Feasibility Study – Main Lift Station and Sewer Improvements](#)
8. Addendum Items
 - a. [Additional Bills](#)
9. Adjournment

Consent Agenda

MINUTES – FEBRUARY 22, 2023

1. Call the Meeting to Order
 - a. Meeting called to order by Mayor Mark Flemmer at 4:30 PM at the Frazee Event Center.
2. Roll Call
 - a. Members Present: Mark Flemmer, Andrea Froeber, Mark Kemper, Mike Sharp, James Rader
 - b. Members Absent: None
 - c. Staff: Tina Hansmeier, Nancy Kiehl, Tanya Mastin, Stephanie Poegel, Kevin Renolett, Larry Stephenson, Jolene Tappe, Donnie Tate, Tyler Trieglaff
 - d. Contracted Services: Kris Carlson & Chris Thorson – Ulteig; Jon Stewart, NS Inspections
 - e. Guests: Hank Ludke, Karen Pifher, Polly Anderson (ZOOM) – FCDC; Jim Froeber; Frazee Forum (ZOOM); Brikker Ware – Frazee Community Club
3. Pledge of Allegiance
4. Open Forum
 - a. FCDC provided an update on their trip to the State Capitol
 - i. Possibility of bond funding for moving the sanitary sewer line that runs above the river above it to under the river. Ulteig estimates it will cost \$750,000 to \$1,000,000
 - ii. The language for the Heartland Trail funding has been changed to include the word “construction,” which will allow us to now receive the funding.
5. Consent Agenda
 - a. Meeting Minutes
 - b. Gambling Permit for Smokey Hills Chapter of MN Deer Hunters Association
 - c. Gambling Permit for Frazee Firefighter’s Relief Association

M/S/CU: Sharp/Rader to approve consent agenda as presented.

6. Staff Reports
 - a. Event Center
 - i. February has been quiet.
 - ii. Rader is working with Bristlin’s on the leaking roof issues. Insulation has been put in. They will come back once the ice is gone to research the issues further.
 - iii. The busy season is now starting with the first event of the year this weekend.
 - b. Fire Department – No Report
 - c. Liquor Store
 - i. February was quiet.

- ii. St. Patrick's part will have Corn Beef & Cabbage dinner.
- d. Police Department
 - i. 91 calls – 13 traffic
- e. Rescue
 - i. 23 calls – 8 in town
 - ii. Discussing having the pancake breakfast again in June
 - iii. Currently have 11 members
- f. Public Works
 - i. 3,254,000 gallons water pumped, 539 pounds chlorine added, and 61 pounds fluorine added last month
 - ii. 2,240,000 gallons pumped to the waste water treatment plant last month
 - iii. 34/100" precipitation
 - iv. Water is running at 1 fire hydrant, Rader's, and the blue Neighbor-to-Neighbor building
 - v. The sewer line by Flemmer's froze in the last few years – keeping an eye on it.
- g. Administrator

M/S/CU: Froeber/Sharp to change the March 22, 2023, meeting to March 29, 2023 due to Poegel being at a conference.

M/S/CU: Kemper/Froeber to accept staff reports as given.

7. Old Business – None

8. New Business

- a. Resolution 0222-23A – Record Retention Schedule

M/S/CU: Sharp/Rader to approve Resolution 0222-23A – Record Retention Schedule.

- b. Fire Hall Lighting

M/S/CU: Sharp/Froeber to table until there is more explanation on the bid and rebate.

9. Addendum Items

- a. Approval of Claims

M/S/CU: Kemper/Rader to approve claims as of today as presented.

- b. Review of City Cash Accounts

M/S/CU: Rader/Kemper to approve December cash accounts as presented.

- c. Frazee Clean Up Days & Adopt a Neighborhood

- i. Discussion on the clean-up day

- ii. Discussion on there being an "Adopt a Neighborhood" where the city would provide garbage bags for residents to clean up the community areas in their neighborhoods

M/S/CU: Rader/Froeber to have a Frazee Clean Up Day

- d. Quiet Zone/Truck Route Sign

M/S/CU: Rader/Sharp to approve quote from Sign Solutions for \$2,024.86 for quiet zone/truck route signs.

- e. Agenda Packet Printouts

- i. Discussion on going paperless. Requested paper packets will be printed, remainder will be paperless

10. Adjournment

M/S/CU: Sharp/Rader to adjourn at 5:47 PM.

APPROVAL OF CLAIMS

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Feb 23, 2023--01	02/23/23	1160748	Campground	03/02/23	\$20.30	\$20.30	100-45200-03810	Electric Utilities - Parks	\$0.00	(\$531.02)
Feb 23, 2023--01	02/23/23	1013926	Lakeside Cemetery	03/02/23	\$0.00	\$0.00	230-49010-03810	Electric Utilities -	\$0.00	\$0.00
Feb 23, 2023--01	02/23/23	20062282	Hallway Lighting Downtown Infill	03/02/23	\$199.71	\$199.71	421-49800-03810	Electric Utilities	\$0.00	(\$939.12)
Feb 23, 2023--01	02/23/23	1018090	600 N 3rd St Iron removal	03/02/23	\$702.66	\$702.66	601-49450-03810	Electric Utilities - Water	\$0.00	(\$1,542.54)
Feb 23, 2023--01	02/23/23	1018091	Sewer lift station	03/02/23	\$397.98	\$397.98	602-49470-03810	Electric Utilities	\$0.00	(\$3,704.46)
Feb 23, 2023--01	02/23/23	1018092	608 2nd st SW Sewer lift	03/02/23	\$87.23	\$87.23	602-49470-03810	Electric Utilities	\$0.00	(\$3,704.46)
Feb 23, 2023--01	02/23/23	1018525	Hickory & 4th Sewer lift	03/02/23	\$85.32	\$85.32	602-49470-03810	Electric Utilities	\$0.00	(\$3,704.46)
Feb 23, 2023--01	02/23/23	1028265	306 Main Ave Sewer lift	03/02/23	\$25.43	\$25.43	602-49470-03810	Electric Utilities	\$0.00	(\$3,704.46)
Feb 23, 2023--01	02/23/23	127614-	119 Main Business Center	03/02/23	\$178.01	\$178.01	654-49820-03810	Electric Utilities -	\$0.00	(\$372.44)
						\$4,850.69				
Total Bills To Pay:						\$7,688.50				

3/7/2023 2:34pm Page 1

City of Frazee
Council Approval Report for United Community Bank--180072
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Verizon, PO Box 25505, LeHigh Valley, PA, 18002	172	02/23/23	Account #642558919-00001	03/07/23	\$49.26	\$49.26	100-42100-03210	Telephone Expenses -	\$0.00	(\$669.23)
	9928468844	02/23/23	Account #288851295-00001	03/07/23	\$105.03	\$105.03	100-42100-03240	Computer Expenses -	\$0.00	(\$409.30)
	9928407875	02/23/23	Account #642558919-00001	03/07/23	\$49.26	\$49.26	601-49450-03210	Telephone Expenses	\$0.00	(\$98.52)
	9928468844	02/23/23	Account #642558919-00001	03/07/23	\$49.26	\$49.26	602-49470-03210	Telephone Expenses	\$0.00	(\$98.52)
	9928468844	02/23/23	Account #642558919-00001	03/07/23		\$252.81				
Total Bills To Pay:						\$252.81				

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City of Frazee
Council Approval Report for United Community Bank--180072
 (Council Approval Report)

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Bristlin Construction, Inc., P.O. Box 1174, Detroit Lakes, MN, 56502-1174	483	01/04/23	Final Payment Application: No. 8 Project:	03/08/23	\$48,641.69	\$48,641.69	421-49800-03110	Contracts / Professional	\$0.00	(\$49,944.19)
	5/4/2021-8		Frazee East Main Retail Period to 12/8/2022							
			Approved by EDA 2/2/2023							
Total Bills To Pay:					\$48,641.69					
					\$48,641.69					

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
1	Aflac, 1932 Wynnnton Rd, Columbus, GA, 31998									
931540	02/28/23 Account #CB561	03/13/23		03/13/23	\$55.17	\$55.17	100-00000-21709	Aflac / Colonial Life	\$0.00	\$275.85
931540	02/28/23 Account #CB561	03/13/23		03/13/23	\$14.04	\$14.04	602-00000-21709	Aflac / Colonial Life	\$0.00	\$119.10
2	All In All, PO Box 277, Frazee, MN, 56544					\$69.21				
03/01/2023	03/01/23 Police Motor Fuels	03/13/23		03/13/23	\$813.73	\$813.73	100-42100-02120	Motor Fuels - Police	\$0.00	(\$2,643.25)
03/01/2023	03/01/23 Police Vehicle Maintenance Car Washes	03/13/23		03/13/23	\$17.00	\$17.00	100-42100-04060	Repair and Maintenance	\$0.00	(\$397.00)
03/01/2023	03/01/23 Street Motor Fuels	03/13/23		03/13/23	\$390.75	\$390.75	100-43100-02120	Motor Fuels - Street	\$0.00	(\$1,407.95)
03/01/2023	03/01/23 Snow Removal Motor Fuels	03/13/23		03/13/23	\$1,355.53	\$1,355.53	100-43125-02120	Motor Fuels	\$0.00	(\$5,863.42)
03/01/2023	03/01/23 Parks Motor Fuels per Larry Stephenson	03/13/23		03/13/23	\$148.01	\$148.01	100-45200-02120	Motor Fuels - Parks	\$0.00	(\$243.02)
429	Becker County Sheriff's Office, 925 Lake Avenue, Detroit Lakes, MN, 56501					\$2,725.02				
Can Sq 370998	02/28/23 2023 Zuercher Suite Software Maintenance Fees Central Square Company (Invoice #370998)	03/13/23		03/13/23	\$2,736.67	\$2,736.67	100-42100-04330	Dues, Subscriptions,	\$0.00	(\$5,504.91)
34	Dacotah Paper Co., 3940 15th Avenue N, PO Box 2727, Fargo, ND, 58108-2727					\$2,736.67				
29858	03/09/23 Towel Mfld Disslech Wht	03/13/23		03/13/23	\$32.16	\$32.16	421-49800-02110	Cleaning Supplies	\$0.00	(\$32.16)
515	David Sundheim, 603 4th Street NW, Wadena, MN, 56482					\$32.16				
3/6/23	03/09/23 Window Cleaning	03/13/23		03/13/23	\$75.00	\$75.00	100-41400-04010	Repair and Maintenance	\$0.00	(\$177.98)
63	Frazee Forum, PO Box 187, Frazee, MN, 56544					\$75.00				
23632	01/31/23 Legal Ad Ordinance 164 Ran 1/17/2023	03/13/23		03/13/23	\$435.40	\$435.40	100-41110-03510	Printing and Publishing -	\$0.00	(\$435.40)
568	Galls, LLC, P.O. Box 505614, St. Louis, MO, 63150-5614					\$435.40				
023439674	02/03/23 Account #5288556 Mens Long Sleeve Polo Shirt, 5.11 Job Shirt	03/13/23		03/13/23	\$273.33	\$273.33	100-42100-02180	Uniforms - Police	\$0.00	(\$341.32)
023477583	02/07/23 Account #5288556 Mens Ice Long Sleeve Polo Shirt	03/13/23		03/13/23	\$49.99	\$49.99	100-42100-02180	Uniforms - Police	\$0.00	(\$341.32)
192	Hanson's Plumbing & Heating, PO Box 99, 99 Railway Ave, Vergas, MN, 56597					\$323.32				
36633577	02/08/23 1/4 Turn Straight Stop, Male Union per Larry Stephenson	03/13/23		03/13/23	\$14.18	\$14.18	654-49820-04010	Repair and Maintenance	\$0.00	(\$203.66)
75	Hawkins, Inc., PO Box 860263, Minneapolis, MN, 55486-0263					\$14.18				
6404898	02/16/23	03/13/23		03/13/23	\$482.70	\$482.70	601-49450-02100	Operating Supplies -	\$0.00	(\$996.10)
432	Johnson Jet-Line Inc., 7505 County Road 103 SW, Kensington, MN, 56343					\$482.70				
3296FC	03/01/23 INV #FC 454 Due 12/01/2022 (Invoice #3296 for 1,376.15)	03/13/23		03/13/23	\$33.93	\$33.93	602-49470-04050	Repair and Maintenance	\$0.00	(\$33.93)
97	Lake Region Electric Cooperative, PO Box 650, Pelican Rapids, MN, 56572					\$33.93				
Mar 3, 2023	03/03/23 2003281314 Street Lights-Red Willow Heights	03/13/23		03/13/23	\$106.20	\$106.20	100-43160-03810	Electric Utilities -Street	\$0.00	(\$3,056.24)
Mar 3, 2023	03/03/23 2005030600 Eagle Lake	03/13/23		03/13/23	\$23.60	\$23.60	100-45200-03810	Electric Utilities - Parks	\$0.00	(\$554.62)
Mar 3, 2023	03/03/23 20058000500 Joint Powers-Lighting @	03/13/23		03/13/23	\$25.34	\$25.34	100-45200-03810	Electric Utilities	\$0.00	(\$376.02)

Mar 3, 2023	03/03/23	350000 Waste Water Treatment-51534 Cty Hwy 10	03/13/23	\$1,447.77		602-49470-03810	Electric Utilities	\$0.00	(\$5,152.23)
Mar 3, 2023	03/03/23	618902 Sign Along US Hwy #10	03/13/23	\$38.87		651-49800-04330	Dues, Subscriptions,	\$0.00	(\$409.28)
197 97070	Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, MN, 56537	03/01/23 Council Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$99.62			Computer Expenses	\$0.00	(\$199.24)
97070	Admin Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$99.67				Computer Expenses -	\$0.00	(\$4,237.29)
97070	Police Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$99.62				Computer Expenses -	\$0.00	(\$409.30)
97070	Fire Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$99.62				Computer Expenses -	\$0.00	(\$655.58)
97070	Street Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$99.62				Computer Expenses	\$0.00	(\$199.24)
101 208897-2	Leighton Broadcasting, PO Box 1458, St. Cloud, MN, 56302	02/28/23 TV3 Air Date 28/23 Com Sponsor w/Profile Focus on Frazee	03/13/23	\$135.00		651-49800-03110	Contracts / Professional	\$0.00	(\$5,542.25)
106 486844759	Marco Technologies, Inc., PO Box 790448, St Louis, MO, 63179-0448	03/01/23 Contract Payment, Overage, Supply Freight	03/13/23	\$1,254.44		100-41400-03110	Contracts / Professional	\$0.00	(\$2,290.10)
209 3-4-23ALT	Mark Flemmer, 408 Fir Ave, Frazee, MN, 56544	03/04/23 Reimbursement for Room at Arrowwood Resort for Advanced Leader Training authorized by Stephanie Poegel	03/13/23	\$158.71		100-41110-03310	Travel, Training	\$0.00	(\$508.71)
307 3337B	Marshmallow Foundation, 1478 Mallard St, Detroit Lakes, MN, 56501	02/28/23 City Pound Dog P23028D-Oscar(MNRed Dox 13 yrs) 2/19-2/24	03/13/23	\$134.84		100-42100-04330	Dues, Subscriptions,	\$0.00	(\$5,504.91)
108 61009	Menards - Detroit Lakes, 1465 Menard Drive, Detroit Lakes, MN, 56501	03/07/23 SC Deadbolt SINGL CYL CSV	03/13/23	\$36.98		100-41400-04010	Repair and Maintenance	\$0.00	(\$177.98)
548 FR23-03	North State Inspection LLC, P.O. Box 57, Walker, MN, 56484	03/02/23 February 2023 Monthly Service Fee & Permits: #01-FR-2023, 02-FR-2023, 03-FR-	03/13/23	\$1,388.80		100-42400-03170	Building Official /	\$0.00	(\$2,151.30)
133 048824	OK Lumber & Hardware, PO Box 385, 203 Main Avenue East, Frazee, MN, 56544	12/02/22 Keys, Nuts, Thread Tape	03/13/23	\$6.42		100-43100-02100	Operating Supplies -	\$2,000.00	\$809.50
048824	12/02/22 Cleaner	03/13/23	\$3.99		100-43100-02110	Cleaning Supplies -	\$0.00	\$0.00	(\$217.72)
048824	12/02/22 GFCI, Twist Conn	03/13/23	\$24.99		100-43160-04010	Repair and Maintenance	\$0.00	\$0.00	(\$147.49)
048824	12/02/22 Scraper	03/13/23	\$39.99		421-49800-04010	Repair and Maintenance	\$0.00	\$0.00	(\$581.62)
141 23-Feb-3	Perham Steel & Welding, 644 West Main Avenue, Perham, MN, 56573	03/03/23	\$9.00		100-43100-04050	Repair and Maintenance	\$0.00	\$0.00	(\$34.61)
150 1-4990	Ramstad, Skoyles & Winters, PA, 114 West Holmes Street, Detroit Lakes, MN, 56501	02/28/23 Prosecution Fee	03/13/23	\$600.00		100-42100-03040	Legal Fees - Police	\$0.00	(\$1,200.00)
158 Feb 28, 2023-02 Feb 28, 2023	Steve's Sanitation, inc, 140 6th Avenue NE, Perham, MN, 56573	02/28/23 Account #11851 02/28/23 Street per Steph Poegel / Larry Stephenson	03/13/23 03/13/23	\$10,814.79 \$123.28		100-41400-03840 100-43100-03840	Garbage / Recycling Garbage / Recycling	\$0.00 \$0.00	(\$21,599.58) (\$246.56)

City of Frazee
Council Approval Report for United Community Bank--326318
(Council Approval Report)

Invoice Number	Vendor	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
15	Bergseth Bros, Inc.,	02/24/23	PO Box 1994, Fargo, ND, 58107	03/02/23	\$422.50	\$422.50	609-49750-02520	Resale - Beer	\$0.00	(\$32,085.20)
17	Beverage Wholesalers,	02/24/23	PO Box 1884, Fargo, ND, 58107	03/02/23	\$758.55	\$758.55	609-49750-02520	Resale - Beer	\$0.00	(\$32,085.20)
21	Breakthru Beverage,	03/02/23	489 North Prior avenue, St. Paul, MN, 55104	03/02/23	\$490.00	\$490.00	609-49750-02510	Resale - Liquor	\$0.00	(\$10,531.97)
348037958		03/02/23		03/02/23	\$77.55	\$77.55	609-49750-02530	Resale - Wine	\$0.00	(\$972.65)
28	Coca Cola of Fergus Falls,	02/22/23	PO Box 806, St. Cloud, MN, 56302	03/02/23	\$118.35	\$118.35	609-49750-02540	Resale - Soft drinks	\$0.00	(\$328.55)
3049314		02/22/23		03/02/23	\$230.00	\$230.00	609-49770-02100	Operating Supplies - On	\$0.00	(\$422.77)
3049314		02/22/23		03/02/23	\$204.00	\$204.00	610-49790-02100	Operating Supplies - EC	\$0.00	(\$287.40)
47	DS Beverages,	02/24/23	201 17th Street North, Moorhead, MN, 56560	03/02/23	\$1,777.20	\$1,777.20	609-49750-02520	Resale - Beer	\$0.00	(\$32,085.20)
128	Giovanni's Frozen Pizza,	02/22/23	712 Thiesse Drive, Brainerd, MN, 56401	03/08/23	\$217.00	\$217.00	609-49770-02600	Resale - Pizza	\$0.00	(\$688.10)
88	Johnson Brother's St. Paul,	02/28/23	PO Box 16328, St. Paul, MN, 55116-0328	03/02/23	\$123.65	\$123.65	609-49750-02510	Resale - Liquor	\$0.00	(\$10,531.97)
2246995		02/28/23	Liquor & Delivery Charge	03/02/23	\$377.65	\$377.65	609-49750-02530	Resale - Wine	\$0.00	(\$972.65)
115	Minnesota Energy Resources,	02/22/23	P.O. Box 6040, Carol Stream, IL, 60197-6040	03/02/23	\$159.50	\$159.50	609-49750-03830	Gas Utilities - Off	\$0.00	(\$321.12)
02/22/2023		02/22/23		03/02/23	\$159.50	\$159.50	609-49770-03830	Gas Utilities	\$0.00	(\$321.12)
02/22/2023		02/22/23		03/02/23	\$490.00	\$490.00	610-49790-03830	Gas Utilities	\$0.00	(\$986.53)
135	Ottertail Power Company,	02/23/23	PO Box 2002, Fergus Falls, MN, 56538	03/02/23	\$462.50	\$462.50	609-49750-03810	Electric Utilities - Off	\$0.00	(\$925.00)
Feb 23, 2023		02/23/23		03/02/23	\$462.50	\$462.50	609-49770-03810	Electric Utilities	\$0.00	(\$925.00)
Feb 23, 2023		02/23/23		03/02/23	\$660.00	\$660.00	610-49790-03810	Electric Utilities	\$0.00	(\$1,320.00)
213	Petty Cash, , , , ,	03/01/23	Dollar General per Tanya Mastin Bullseye	03/02/23	\$4.00	\$4.00	609-49770-02130	Operating Supplies -	\$0.00	(\$306.27)
1-Mar-23		03/01/23	BBQ Sauce 2/15/2023	03/02/23	\$4.00	\$4.00	609-49770-02130	Operating Supplies -	\$0.00	(\$306.27)
1-Mar-23		03/01/23	Dollar General per Tanya Mastin Salt n Pepper Shakers 2/8/2023	03/02/23	\$8.00	\$8.00				
142	Phillips - St. Paul,	02/28/23	PO Box 16328, St. Paul, MN, 55116-0328	03/02/23	\$1,019.65	\$1,019.65	609-49750-02510	Resale - Liquor	\$0.00	(\$10,531.97)
6550815		02/28/23	Liquor & Delivery Charge	03/02/23	\$171.45	\$171.45	609-49750-02530	Resale - Wine	\$0.00	(\$972.65)
214	Sysco, North Dakota,	02/21/23	PO Box 10128, Fargo, ND, 58106	03/08/23	\$70.55	\$70.55	609-49770-02130	Operating Supplies -	\$0.00	(\$306.27)
256352679 1		02/21/23		03/08/23	\$571.74	\$571.74	609-49770-02590	Resale - Food	\$0.00	(\$1,092.98)
256352679 1		02/21/23			\$642.29	\$642.29				
Total Bills To Pay:										\$9,031.84

Council Approval Report for United Community Bank--326318
(Council Approval Report)

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
341	March 11, 2023	Matt Bachmann, 229 11 th Ave., Apt. #204, Detroit Lakes, MN, 56601	03/11/23	\$350.00	\$350.00	609-49770-03100	Entertainment Expense	\$0.00	(\$1,396.64)
		March 11, 2023 Karaoke St. Patrick's Day Event		\$350.00	\$350.00				
				Total Bills To Pay:					

City of Frazee
Council Approval Report for United Community Bank--326318
(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
445	Aramark Uniform Services, AUS South Lockbox, P.O. Box 850977, Dallas, TX, 75265-0977	2520157663	03/02/23	Account #161630211	03/13/23	\$88.46	\$88.46	609-49750-02110	Cleaning Supplies - Off	\$0.00	(\$376.29)
		2520157663	03/02/23	Account #161630211	03/13/23	\$88.47	\$88.47	609-49770-02110	Cleaning Supplies - On	\$0.00	(\$376.31)
		2520157670	03/02/23	Account #162631400	03/13/23	\$83.17	\$83.17	610-49790-02110	Cleaning Supplies - EC	\$0.00	(\$514.75)
							\$260.10				
12	Becker County Environmental, 24413 County Road 144, Detroit Lakes, MN, 56501	03/01/2023	03/01/23	Stop Fee Stan Ticket #03-00338436	03/13/23	\$11.00	\$11.00	609-49750-03840	Garbage / Recycling Utilit	\$0.00	(\$276.06)
		03/01/2023	03/01/23	Stop Fee Stan Ticket #03-00338436	03/13/23	\$11.00	\$11.00	610-49790-03840	Garbage / Recycling Utilit	\$0.00	(\$212.06)
							\$22.00				
15	Bergseth Bros, Inc., PO Box 1994, Fargo, ND, 58107	279833	03/03/23		03/13/23	\$1,377.65	\$1,377.65	609-49750-02520	Resale - Beer	\$0.00	(\$36,675.60)
							\$1,377.65				
17	Beverage Wholesalers, PO Box 1864, Fargo, ND, 58107	262212	03/03/23		03/13/23	\$220.75	\$220.75	609-49750-02520	Resale - Beer	\$0.00	(\$36,675.60)
							\$220.75				
34	Dacotah Paper Co., 3940 15th Avenue N, PO Box 2727, Fargo, ND, 58108-2727	29856	03/06/23	Bag Groc & Bag Liquor	03/13/23	\$79.35	\$79.35	609-49750-02050	Office Supplies - Off	\$0.00	(\$109.12)
							\$79.35				
47	DS Beverages, 201 17th Street North, Moorhead, MN, 56560	677338	03/02/23		03/13/23	\$2,992.00	\$2,992.00	609-49750-02520	Resale - Beer	\$0.00	(\$36,675.60)
							\$2,992.00				
62	Frazee Family Foods, PO Box 356, Frazee, MN, 56544	15232	03/02/23	BBQ Sauces, Orange Juice	03/13/23	\$14.48	\$14.48	609-49770-02130	Operating Supplies - Food	\$0.00	(\$349.45)
		14619	02/25/23	Juice, Lemonade Enhancer, Limes, Lemons, Pop	03/13/23	\$83.40	\$83.40	610-49790-02100	Operating Supplies - EC	\$0.00	(\$287.40)
							\$97.88				
63	Frazee Forum, PO Box 187, Frazee, MN, 56544	23935	01/31/23	Wedding Guide Ad Event Center 2x6 ran 1/17/2023	03/13/23	\$100.00	\$100.00	610-49790-03420	Advertising for Enterprise	\$0.00	(\$100.00)
							\$100.00				
197	Lakes Country Service Cooperative, 1001 East Mount Faith, Fergus Falls, MN, 56537	97070-01	03/01/23	Liquor Off Sale Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$49.81	\$49.81	609-49750-03240	Computer Expenses - Off	\$0.00	(\$99.62)
		97070-01	03/01/23	Liquor On Sale Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$49.81	\$49.81	609-49770-03240	Computer Expenses	\$0.00	(\$99.62)
		97070-01	03/01/23	Event Center Technology Services for March 1, 2023 - March 31, 2023	03/02/23	\$99.62	\$99.62	610-49790-03240	Computer Expenses	\$0.00	(\$199.24)
							\$99.62				

Council Approval Report for United Community Bank--326318
(Council Approval Report)

Vendor		InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
101	Leighton Broadcasting, PO Box 1458, St. Cloud, MN, 56302	210802-1	02/28/23	Frazee Liquor Store KRCQ Air Dates: 02/09/23, 02/10/23 Happy Tuesday Pkg	03/13/23	\$111.00	\$111.00	609-49770-03420	Advertisng for Enterprise	\$0.00	(\$123.50)
							\$199.24				
213	Petty Cash, ...	13-Mar-23	03/13/23	Off Sale Swiffer per Tanya Mastin 03-07-2023	03/13/23	\$11.22	\$11.22	609-49750-02110	Cleaning Supplies - Off	\$0.00	(\$376.29)
13-Mar-23		03/13/23	03/13/23	On Sale Swiffer per Tanya Mastin 03-07-2023	03/13/23	\$11.22	\$11.22	609-49770-02110	Cleaning Supplies - On	\$0.00	(\$376.31)
13-Mar-23		03/13/23	03/13/23	On Sale Plates, Silverware (For St. Patty's Day Event), Juice, Pickles, BBQ Sauce per Tanya Mastin 03-07-2023	03/13/23	\$28.70	\$28.70	609-49770-02130	Operating Supplies - Food	\$0.00	(\$349.45)
							\$51.14				
159	Steve's Sanitation, Inc, 140 6th Avenue NE, Perham, MN, 56573	Feb 28, 2023--01	02/28/23	Account #10063	03/13/23	\$100.53	\$100.53	609-49750-03840	Garbage / Recycling Utilit	\$0.00	(\$276.06)
Feb 28, 2023--01		02/28/23	02/28/23	Account #10063	03/13/23	\$100.53	\$100.53	609-49770-03840	Garbage / Recycling Utilit	\$0.00	(\$201.06)
Feb 28, 2023--01		02/28/23	02/28/23	Account #10063	03/13/23	\$100.53	\$100.53	610-49790-03840	Garbage / Recycling Utilit	\$0.00	(\$212.06)
							\$301.59				
163	Team Lab, LLC, PO Box 1467, 28550 State Highway 34, Detroit Lakes, MN, 56502	INV0034391--01	03/06/23	Off Sale Torch Ice Melt Crystals	03/13/23	\$33.00	\$33.00	609-49750-04010	Repair and Maintenance -	\$0.00	(\$204.09)
INV0034391--01		03/06/23	03/06/23	On Sale Torch Ice Melt Crystals	03/13/23	\$33.00	\$33.00	609-49770-04010	Repair and Maintenance -	\$0.00	(\$177.67)
							\$66.00				
							\$5,878.70				
Total Bills To Pay:											

Consent Agenda

MAYOR'S MONTHLY UPDATE

Notes from the Mayor - Mar 1st 2023

- Youth ARVIG Scholarship trip sent to Jim Rader
- Met with the Community Club about having businesses purchase banners for the light poles. The Cost 125.00/banner Need 45? Draft Pictures given to council members. Form sent out to sell Banners.
- Met with MNDOT and the County Engineer, if we buy the signs, they will furnish poles and installation for truck route. Sent to the council for approval, (Approved)
- Quiet zone, City Engineer will work on permits requested by MNDOT and the County. Received permits and sent to MNDOT
- Post Office
 - Stephanie to set up a zoom meeting with myself and Hank
- EDA
 - 5 seats available for the County EDA forum March 17 8-12am, Attendees so far are Mayor Mark, Hank, Ashley, Andrea and Jim Froeber. Made handouts on housing needs and table display.
- Liquor Store/event center
 - Doug suggested we check with the ATM folks about getting a part of the ATM fees. We received a check of 6,100.00 for last few years of ATM Fees
 - Grant to update bathroom fixtures and water heater to support the kitchen used up the grant money, discussed installing flooring in the bathroom, other maintenance items, ADA compliance.
 - Still no answer on how to transfer costs of on sale and event center.
- Personnel/Finance committee
 - Working on review of all city job descriptions, Will send to the council once all are done.
- Public Safety
 - Discussed right turn sign on endeavor, was placed by MNDOT but missing now. Stephanie sending an email back to MNDOT on their request to place no parking signs by the hornet, not a city issue MNDOT needs to place. Tyler to check on if other rescue squads get retirement.
 - Talked about the comprehensive plan items. Question on if the comp plan tasks are guides or goals to achieve.

Respectfully Submitted Mayor Mark

FIRE HALL LIGHTING PROJECT

PO Box 278
Frazee, MN 56544

Fax 218-334-2384

info@frazeeelectric.com

Fire hall

Job Description:

Replace 148 fluorecent 4 ft. to LED lamps

[illegible]

Price valid until:

4-22-2023

Signature: Paul Thon

Paul Thon

Estimated rebate for the interior lights to be \$1598.40, combined with the Metal Halide exterior replacement the total rebate is \$2334.40. The combined energy savings is just under \$100 per month.

LIGHTING RETROFIT 2023										RESET		PRINT ALL PAGES		FRAZEE FIRE DEPARTMENT APARATUS ROOM				1071005
										REMOVED		INSTALLED		REBATE				
Business Type	Hours	A/C?	Type of Lighting	Qty	Watts/Fixture	Total Watts	Type of Lighting	Qty	Watts/Fixture	Total Watts	Rebate Rate	Per	Wait Reduction	Rebate Amount				
Exterior Lighting	4903	No	Metal Halide	10	208.00	2,080.00	LED hard-wired (outdoor)	10	24.00	240.00	\$ 0.40	/watt saved	1,840.00	\$ 736.00				
Other/Misc	4576	No	Fluorescent	136	32.00	4,352.00	LED hard-wired (indoor)	136	14.00	1,904.00	\$ 0.60	/watt saved	2,448.00	\$ 1,468.80				
24-Hour	8766	No	Fluorescent	12	32.00	384.00	LED hard-wired (indoor)	12	14.00	168.00	\$ 0.60	/watt saved	216.00	\$ 129.60				
24-Hour	8766																	
TOTAL:				158		6,816.00		158		2,312.00				4,504.00	\$ 2,334.40			

Other Tail Power Company				ESTIMATED: Lighting Retrofit Energy Savings																											
Energy Management Representative				Customer & Location: FRAZEE FIRE DEPARTMENT APARATUS ROOM																											
Prepared By: 2/7/2023 Lori Moxness				Energy Rate (\$ per kWh): \$ 0.181																											
Existing System																Proposed System															
Area / Location	Existing Fixture	Fixture count	Watts/Fixture	Hours Per Year	Total kW Demand	Total Annual kWh	Annual Energy Cost	Proposed System	Fixture count	Watts/Fixture	Hours Per Year	Total kW Demand	Total Annual kWh	Annual Energy Cost																	
Exterior Lighting	Metal Halide	10	208.00	4,903	2.08	10,168	\$1,027	LED hard-wired (outdoor)	10	24.00	4,903	0.24	1,177	\$119																	
Other/Misc	Fluorescent	136	32.00	208	4.352	870	\$88	LED hard-wired (indoor)	136	14.00	210	1.984	381	\$38																	
24-Hour	Fluorescent	12	32.00	8,766	0.384	3,396	\$338	LED hard-wired (indoor)	12	14.00	8,766	0.160	1,473	\$140																	
Estimated Annual Cost of Electricity (Existing System)								Estimated Annual Cost of Electricity (Proposed System)								\$305															
Electric Energy Use kWh (Existing System)								Electric Energy Use kWh (Proposed System)								3,030															
Electric Demand kW (Existing System)								Electric Demand kW (Proposed System)								2.3															
Potential Estimated Energy Savings Per Year								\$ 1,148.78								11,405															
Simple Payback in Years (based on energy savings only)								2.93								4.5															
Total Estimated Project Cost								\$ 3,370.00								\$96															
Rebate Estimate								\$ 2,334.40																							
Final Estimated Project Cost								\$ 1,035.60																							
Final Payback in Years (based on energy savings only)								0.90																							
The cost of making doesn't include maintenance of existing fixtures for lamp & ballast replacements																															

The cost of waiting doesn't include maintenance of existing fixtures for lamp & ballast replacements

Old Business

HEARTLAND TO WANNIGAN TRAIL STUDY

Contract for Project Engineer Services - Trail Plan (Heartland to Wannigan)

Contract for Project Engineer Services

RE: **Trail Plan**

Referred to hereafter as the "Project."

This Agreement is made on the 13th day of March, 2023, between the City of Frazee, Minnesota, a Minnesota home rule charter city (hereinafter "City"), whose business address is 222 West Main Avenue, P.O. Box 387, Frazee, MN 56544, and Ulteig Engineers, Inc., a North Dakota Corporation (hereinafter "Consultant") whose business address is 1345 Hwy. 10 West, Detroit Lakes, MN. Consultant is or employs Professional Engineers licensed in the State of Minnesota. City and Consultant may hereafter be referred to collectively as the "Parties."

Preliminary Statement

The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for the above referenced **Project**, also referred to as the "**Work**." In consideration of the following terms, conditions and mutual promises, the **City and Consultant agree as follows**:

1. **Scope of Work.** Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Project. If the Consultant's proposal is attached as the **Exhibit "A,"** City reserves the right to reject any general conditions in such proposal. Services not shown on Exhibit "A" shall be considered additional services and that should not be provided and shall not be compensated without further agreement of the parties.

2. **Term.** The term of this Agreement shall be the Time for Performance of Services as set forth in Exhibit "A," the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

3. **Time for Performance of Services.** The Consultant must complete performance of the Work by the time period set forth in Exhibit "A" or within such other time period as may be agreed by the City and the Consultant in writing. If Consultant is delayed in performance due to any cause beyond its reasonable control, such as strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance will be extended by the period of time lost by reason of the delay.

4. **Compensation for Services.** City agrees to pay the Consultant for the Work in the manner described in Exhibit "A", attached and made a part of this Agreement.

A. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

B. Special consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City. All terms and

conditions of this Agreement also apply to all special consultants, including but not limited to the terms and conditions relating to the ownership of documents. Unless otherwise authorized in writing by the City, prior to selection of any special consultant, the Consultant shall obtain at least two quotes relating to special consultant services for review and approval by the City.

5. **Terms and Conditions.** This Contract is subject to, includes and incorporates all the terms and conditions set forth in the current City of Frazee, Minnesota Standard Terms and Conditions Project Contracts for Engineering Services (September 2015) which shall apply as if fully set forth herein. These Standard Terms and Conditions shall take precedence over any provisions of the Consultants proposal and/or general conditions, including proposals and/or general conditions. Consultant agrees that all subcontracts for special consultants and all project contracts with project contractors shall incorporate these Standard Terms and Conditions with reference to engineering services. By your signature below you agree and consent to such Standard Terms and Conditions and acknowledge that you understand and agree that such Standard Terms and Conditions are part of this Contract.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, said Consultant and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

CITY OF FRAZEE

Mayor

City Administrator

Ulteig Engineers, Inc.

Consultant

By: Kris Carlson, PE

Its: Associate Director - Civil

Exhibit A

Scope of Services

SCOPE

Ulteig shall prepare a Trail Plan in accordance to the agreement between the City of Frazee and the Partnership4Health Community Health Board and shall include the following:

1. Project Kick-Off Meeting to include Frazee staff, PartnerSHIP 4 Health, MnDOT, Becker County, Wannigan Park and other stakeholders, hereinafter known as the “the Committee” to confirm the scope of the Trail Plan.
2. Facilitate one (1) public input meeting in the City of Frazee for the Trail Plan. After the public input meeting, revisions to the Trail Plan will be made based on public input and consultation and guidance from the Committee.
3. Provide final Trail Plan, including maps and recommendations to the Committee.

DELIVERABLES

Provide the City with five (5) hard copies and an electronic copy in PDF format of the final trail study.

ADDITIONAL SERVICES

Ulteig can provide additional services for tasks not listed above. These services will be performed under a separate Additional Services Agreement in accordance with the terms of our original agreement.

SCHEDULE

Receipt, by Ulteig, of the executed Agreement from the Client serves as written authorization to proceed. Upon receipt of the written authorization to proceed, Ulteig will promptly schedule the project.

FEES

LUMP SUM of \$5,000.00

City of Frazee, Minnesota
Standard Terms and Conditions
Project Contracts for Engineering Services
(Adopted September 2015)

These Standard Terms and Conditions are the terms and conditions that are incorporated into all Contracts and Agreements between the City of Frazee, Minnesota (hereinafter "City") and Project Engineers, hereinafter referred to as "Consultant."

By contracting, the Project Engineer agrees to be bound by these terms, conditions and requirements unless otherwise stated in writing.

1. **City's Rights.** The City reserves the right to cancel any Agreement and Contract without penalty, if circumstances arise which prevent the City from completing the Project.

2. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:

A. **Access to the Area.** Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.

B. **Consideration of the Consultant's Work.** The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.

C. **Access to Information.** City agrees to provide Consultant with any and all documents and other technical information which are available to the City and which relate to the Services provided that the City is legally entitled to provide to the Consultant. The Consultant may reasonably rely on the information provided by or through the City.

D. **Owner's Representative.** A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement. Unless otherwise specified in writing, the City Administrator or their designee shall be the representative of the City of Frazee.

3. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:

A. **Progress Payment.** For work compensated on a lump sum or flat fee basis Consultant shall itemize in each monthly invoice the percentage of work completed for which payment is requested. For work compensated on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in the Agreement, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.

B. **Suspended Work.** If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such suspension

C. **Payments for Special Consultants.** The Consultant shall be reimbursed for the work of special consultants and for other items when authorized in writing by the City upon invoice as described in this Section.

D. **Claims.** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

4. **Project Manager and Staffing.** The Consultant shall designate a person to serve as Consultant's Project Manager on the Project. The Project Manager may be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace these designated staff from the Project without the approval of the City.

If the Scope of the Work contemplates that Consultant shall provide resident project representative services in connection with the construction of the Project, the Consultant shall at all times verify that the construction is consistent with the plans and specifications and all modifications to the plans and specifications for the Project. The Consultant shall approve all shop drawings and verify that those shop drawings are consistent with the plans and specifications and all modifications to the plans and specifications for the Project.

5. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall be liable to the fullest extent permitted under applicable law,

without limitation, for any and all injuries, loss, damages or expenses, including reasonable attorney's fees proximately caused by any negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement. Consultant shall use reasonable care and shall utilize Consultant's good faith best efforts so that any final estimate of Project costs given to the City Council prior to the Council's authorization to call for Project bids shall be complete and accurate to the best of Consultant's ability. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

6. ***Audit Disclosure.*** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City, its designated Auditor and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.

7. ***Minnesota Government Data Practices Act.*** Consultant and any Special Consultant or subconsultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant or any Special Consultant or subconsultant pursuant to this Agreement. The Consultant and any Special Consultant or subconsultant are subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Consultant or any Special Consultant or subconsultant receives a request to release data, the Consultant must immediately notify the City. The City will give the Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold the City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers,' agents,' partners,' employees,' volunteers,' assignees' Special Consultant, subconsultant or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

8. ***Termination.*** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, the

Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined and the City may retain another Consultant to undertake or complete the Project and Work. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute.

9. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. All terms and conditions of this Agreement also apply to all Special Consultants, including but not limited to the terms and conditions of **paragraph numbered 19** relating to the ownership of documents. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. This paragraph is inserted in this Agreement pursuant to Minn. Stat. §471.425, Subd. 4a

10. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

11. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act,

Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

12. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.

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

15. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to a negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the negligent or otherwise wrongful act, omission or failure of said Consultant fully to perform, in any respect, all obligations under this Agreement. Consultant further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.

18. **Insurance.**

A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in

this Section, or required by law. The general liability policy shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation:

Statutory Limits

Employer's Liability:

\$500,000 each accident

\$500,000 disease policy limit

\$500,000 disease each employee

Comprehensive General Liability

\$1,500,000 property damage and bodily injury per occurrence

\$2,000,000 general aggregate

\$2,000,000 Products – Completed Operations Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

Comprehensive Automobile Liability

\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.

Umbrella or Excess Liability

\$1,000,000

C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

Products and Completed Operations coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work. Said coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.

Personal injury with Employment Exclusion (if any) deleted.

Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.

Broad Form Property Damage coverage, including completed operations, or its equivalent.

Additional Insured Endorsement(s), naming the "City of Frazee" as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by the City.

If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

“Stop gap” coverage for work in those states where Workers’ Compensation insurance is provided through a state fund if Employer’s liability coverage is not available.

Severability of Insureds provision.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City. Said policy shall provide an aggregate limit of \$2,000,000.

E. Computer Security and Privacy Liability Insurance. The Consultant agrees to provide to the City a certificate evidence that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a Computer Security and Privacy Liability policy for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Contractor, its employees or Sub-contractors and 2) penetration of the Contractor’s electronic data network, “firewall” or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Contractor commences work, whichever is earlier.

F. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:

All policies, except the Professional Liability Insurance policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);

All policies, except the Professional Liability Insurance policy, shall apply on a “per project” basis;

All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of subrogation naming “the City of Frazee”;

All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Frazee" as an additional insured;

All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and

Coverages afforded by all policies shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the City.

A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph 18 must be filed with City prior to the start of Consultant's Work. Upon request a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

G. Effect of Consultant's Failure to Provide Insurance. If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

H. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result

from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage.

19. ***Ownership of Documents.***

A. **Intellectual Property Rights.** Upon completion of the services contemplated by this Agreement and payment in full of all monies due to the Consultant, the City owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Consultant, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Consultant, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the exclusive property of City and Consultant must immediately deliver or return all such Documents to City upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Consultant assigns all right, title and interest it may have in the Works and the Documents to City. Consultant must, at the request of City, execute all papers and perform all other acts necessary to transfer or record City's ownership interest in the Works and Documents.

B. **Notification.** Whenever Consultant reasonably believes it, or its employees or subcontractors, has made an invention, improvement or discovery (whether or not patentable) in the performance of this Agreement, and has or will actually or constructively reduce it to practice, Consultant will immediately give City's Authorized Representative written notice thereof and must promptly furnish City's Authorized Representative with complete information and/or disclosure thereon.

C. **Representation.** Consultant must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents created and paid for under this Agreement are the sole property of City and that neither Consultant nor its employees, agents or subcontractors retain any interest in and to the Works and Documents created and paid for under this Agreement, except that Consultant need not obtain patents, copyrights or trademarks. Consultant represents that the Works and Documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant is granted an unlimited royalty free non-exclusive license to utilize the Works and Documents created and paid for under this Agreement. Consultant will indemnify; defend to the extent permitted by the City's Attorney; and hold harmless City, at

Consultant's expense, from any action or claim brought against City to the extent that it is based on a claim that all or part of the Works or Documents created and paid for under this Agreement infringe upon the intellectual property rights of others. Consultant will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including but not limited to reasonable attorney fees. If such a claim or action arises, or in Consultant's or City's opinion is likely to arise, Consultant must, at City's discretion, either procure for City the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents created and paid for under this Agreement as necessary and appropriate to obviate the infringement claim. This remedy of City will be in addition to and not exclusive of other remedies provided by law.

D. **City's Reuse of Works and Documents.** If the Works and Documents created and paid for under this Agreement are engineering plans, specifications or recommendations requiring the certification of a licensed professional engineer, City acknowledges that such plans, specifications and recommendations have been created solely for the specific project covered by this Agreement and may not be suitable for reuse on other projects. There shall be no restriction on reuse of the Works and Documents created and paid for under this Agreement, but reuse without the written verification or adaptation by Consultant shall be done at City's sole risk and without liability to Consultant. The City agrees to indemnify and hold harmless the Consultant, its officers, directors and employees against any damages, liabilities, costs, including reasonable attorney fees and defense costs arising from the reuse or modification of the Works or Documents by the City or any person or entity that acquires the Works or Documents from and with the knowledge and consent of the City, other than the Consultant and any subcontractor of the Consultant.

E. **Delivery of Documents.** The originals of electronic and non-electronic deliverables required under this Agreement must be relinquished to City upon written notification or request by City.

20. **Disputes.** In an effort to resolve any conflicts that arise during or following the completion of the services described in this Agreement, the dispute will first be submitted to non-binding mediation unless the parties mutually agree otherwise. The cost of mediation will be shared equally by the parties. If either party does not agree with the outcome of the mediation, the parties can then otherwise exercise their rights under this Agreement and under law. Unless otherwise specifically agreed or provided herein, the prevailing party in any action regarding this Agreement shall be entitled to their costs, disbursements and reasonable attorney fees as provided by law.

21. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota. Jurisdiction and Venue for any disputes shall be in the District Courts of the State of Minnesota in Becker County, Minnesota.

22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision

renders the Agreement void. Any Federal regulations and applicable State statutes shall not be violated.

23. *Successors and Assigns.* This Agreement is binding upon the successors and assigns of the parties.

End of Document

Adopted by Resolution of the City Council of the City of Frazee, Minnesota this 14th day of September, 2015.


Hank Ludtke, Mayor

Attest:


Jonathan Smith, City Administrator/Clerk/Treasurer

New Business

SEWER LINE OVER RIVER

Resolution 0313-23A – Resolution Ordering Preparation of Report on Improvement

WHEREAS, it is proposed to make improvements of the City's Main Sanitary Lift Station and gravity sewer line crossing the Otter Tail River;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Frazee, County of Becker, Minnesota:

1. That the proposed improvement be referred to Ulteig Engineers, inc. for study and that they are instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasibly and as to whether it should best be made a proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the council this 13th day of March, 2023, with the following voting:

Vote	Yes	No
Mark Flemmer	_____	_____
Andrea Froeber	_____	_____
Mark Kemper	_____	_____
Mike Sharp	_____	_____
James Rader	_____	_____

Mark Flemmer,
Mayor

Stephanie Poegel
City Administrator-Clerk-Treasurer

New Business

SEWER LINE OVER RIVER

Contract for Project Engineer Services - Feasibility Study – Main Lift Station and Sewer Improvements

Contract for Project Engineer Services

RE: **Feasibility Study – Main Lift Station and Sewer Improvements**
Referred to hereafter as the "Project."

This Agreement is made on the 13th day of March, 2023, between the City of Frazee, Minnesota, a Minnesota home rule charter city (hereinafter "City"), whose business address is 222 West Main Avenue, P.O. Box 387, Frazee, MN 56544, and Ulteig Engineers, Inc., a North Dakota Corporation (hereinafter "Consultant") whose business address is 1345 Hwy. 10 West, Detroit Lakes, MN. Consultant is or employs Professional Engineers licensed in the State of Minnesota. City and Consultant may hereafter be referred to collectively as the "Parties."

Preliminary Statement

The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for the above referenced **Project**, also referred to as the "**Work**." In consideration of the following terms, conditions and mutual promises, the **City and Consultant agree as follows**:

1. **Scope of Work.** Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Project. If the Consultant's proposal is attached as the **Exhibit "A,"** City reserves the right to reject any general conditions in such proposal. Services not shown on Exhibit "A" shall be considered additional services and that should not be provided and shall not be compensated without further agreement of the parties.
2. **Term.** The term of this Agreement shall be the Time for Performance of Services as set forth in Exhibit "A," the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Time for Performance of Services.** The Consultant must complete performance of the Work by the time period set forth in Exhibit "A" or within such other time period as may be agreed by the City and the Consultant in writing. If Consultant is delayed in performance due to any cause beyond its reasonable control, such as strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance will be extended by the period of time lost by reason of the delay.
4. **Compensation for Services.** City agrees to pay the Consultant for the Work in the manner described in Exhibit "A", attached and made a part of this Agreement.
 - A. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - B. Special consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City. All terms and

conditions of this Agreement also apply to all special consultants, including but not limited to the terms and conditions relating to the ownership of documents. Unless otherwise authorized in writing by the City, prior to selection of any special consultant, the Consultant shall obtain at least two quotes relating to special consultant services for review and approval by the City.

5. ***Terms and Conditions.*** This Contract is subject to, includes and incorporates all the terms and conditions set forth in the current City of Frazee, Minnesota Standard Terms and Conditions Project Contracts for Engineering Services (September 2015) which shall apply as if fully set forth herein. These Standard Terms and Conditions shall take precedence over any provisions of the Consultants proposal and/or general conditions, including proposals and/or general conditions. Consultant agrees that all subcontracts for special consultants and all project contracts with project contractors shall incorporate these Standard Terms and Conditions with reference to engineering services. By your signature below you agree and consent to such Standard Terms and Conditions and acknowledge that you understand and agree that such Standard Terms and Conditions are part of this Contract.

6. ***Counterparts.*** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, said Consultant and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

CITY OF FRAZEE

Mayor

City Administrator

Ulteig Engineers, Inc.

Consultant

By: Kris Carlson, PE

Its: Associate Director - Civil

Exhibit A

Scope of Services

I. PROJECT

1.0 Description

- 1.1 The City of Frazee is seeking professional engineering services to provide preliminary engineering services for the rehabilitation of the City's Main Lift Station and gravity sanitary sewer crossing on the Otter tail River.

2.0 Location

- 2.1 East Main Avenue – Otter Tail River to TH 87, Frazee, MN

3.0 Term for Performance of Services

- 3.1 The term for performance of services will end as of April 30, 2023.

II. SCOPE OF SERVICES

1.0 General

- 1.1 Ulteig will serve as the Owner's professional engineering representative and give consultation and advice to Owner while performing this Scope of Services (and any Additional Services) on the Project.

2.0 Basic Services

2.1 Preliminary Engineering Report Phase

- 2.1.1 Consult with Owner to determine the Owner's requirements for the project.
- 2.1.2 Advise Owner as to the necessity of the Owner either providing services and/or obtaining services from others. Act as the Owner's representative in connection with any such services.
- 2.1.3 Prepare a preliminary engineering study for the Project (the "Report"). The Report shall include: (a) a discussion of the Project related engineering challenges, (b) alternate engineering solutions to those challenges, (c) illustrative schematic layouts and sketches, (d) a preliminary cost estimate for the Project (the "Preliminary Cost Estimate"), and (e) Ulteig's Recommendations.
- 2.1.4 Provide the Owner with a Drinking Water Revolving Fund proposal application for submittal to the Minnesota Department of Health by May 6, 2022 to be listed on the 2023 Project Priority List (PPL).
- 2.1.5 Provide the Owner with a Clean Water Revolving Fund proposal application for submittal to the Minnesota Pollution Control Agency by March 1, 2022 to be listed on the 2023 Project Priority List (PPL).
- 2.1.6 Provide Owner up to eight (8) copies of the Report.

III. ADDITIONAL SERVICES

1.0 General

- 1.01 If authorized by the Owner, Ulteig will furnish or obtain from others Additional Services. Owner shall pay Ulteig for Additional Services as provided for in this Work Order. Additional Services include, but are not limited to:
 - 1.01.1 Preparation of applications and supporting documents for governmental grants, loans, or advances in connection with public works projects.
 - 1.01.2 Additional Services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.
 - 1.01.3 Revising previously approved Reports, Design documents, Drawings, or Specifications.
 - 1.01.4 Preparing Environmental Studies and documents such as an Environmental Assessment.
 - 1.01.5 Additional Services in connection with providing legal surveys, easements, and wetland delineation.
 - 1.01.6 Additional Services in connection with the Project including services normally furnished by the Owner and services not otherwise provided for in this Agreement.

IV. COMPENSATION

1.0 Basic Services.

- 1.01 For the Preliminary Engineering Report Phase Services, Owner shall pay Ulteig on an hourly not to exceed basis of \$3,500 upon submittal of the Project Report and supporting funding applications.

2.0 Reimbursable Expenses.

- 2.01 Disbursements for certain items, such as travel expenses, consultant's fees, field office expenses, resident project representative's subsistence and transportation, GPS equipment, long distance calls, facsimile service, photocopying and computerized research are usually advanced by us and will be billed separately in accordance with Ulteig's current hourly rate schedule.

3.0 Additional Services.

- 3.01 Owner shall pay Ulteig for time worked on Additional Services on an hourly basis in accordance with Ulteig's current hourly rate schedule.
- 3.02 Ulteig's hourly rates are subject to annual increase, usually in January. Rates may also be affected by factors including, but not limited to, unusual time constraints or aggressive deadlines.

City of Frazee, Minnesota
Standard Terms and Conditions
Project Contracts for Engineering Services
(Adopted September 2015)

These Standard Terms and Conditions are the terms and conditions that are incorporated into all Contracts and Agreements between the City of Frazee, Minnesota (hereinafter "City") and Project Engineers, hereinafter referred to as "Consultant."

By contracting, the Project Engineer agrees to be bound by these terms, conditions and requirements unless otherwise stated in writing.

1. **City's Rights.** The City reserves the right to cancel any Agreement and Contract without penalty, if circumstances arise which prevent the City from completing the Project.

2. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:

A. **Access to the Area.** Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.

B. **Consideration of the Consultant's Work.** The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.

C. **Access to Information.** City agrees to provide Consultant with any and all documents and other technical information which are available to the City and which relate to the Services provided that the City is legally entitled to provide to the Consultant. The Consultant may reasonably rely on the information provided by or through the City.

D. **Owner's Representative.** A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement. Unless otherwise specified in writing, the City Administrator or their designee shall be the representative of the City of Frazee.

3. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:

A. **Progress Payment.** For work compensated on a lump sum or flat fee basis Consultant shall itemize in each monthly invoice the percentage of work completed for which payment is requested. For work compensated on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in the Agreement, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.

B. **Suspended Work.** If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such suspension

C. **Payments for Special Consultants.** The Consultant shall be reimbursed for the work of special consultants and for other items when authorized in writing by the City upon invoice as described in this Section.

D. **Claims.** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

4. **Project Manager and Staffing.** The Consultant shall designate a person to serve as Consultant's Project Manager on the Project. The Project Manager may be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace these designated staff from the Project without the approval of the City.

If the Scope of the Work contemplates that Consultant shall provide resident project representative services in connection with the construction of the Project, the Consultant shall at all times verify that the construction is consistent with the plans and specifications and all modifications to the plans and specifications for the Project. The Consultant shall approve all shop drawings and verify that those shop drawings are consistent with the plans and specifications and all modifications to the plans and specifications for the Project.

5. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall be liable to the fullest extent permitted under applicable law,

without limitation, for any and all injuries, loss, damages or expenses, including reasonable attorney's fees proximately caused by any negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement. Consultant shall use reasonable care and shall utilize Consultant's good faith best efforts so that any final estimate of Project costs given to the City Council prior to the Council's authorization to call for Project bids shall be complete and accurate to the best of Consultant's ability. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

6. ***Audit Disclosure.*** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City, its designated Auditor and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.

7. ***Minnesota Government Data Practices Act.*** Consultant and any Special Consultant or subconsultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant or any Special Consultant or subconsultant pursuant to this Agreement. The Consultant and any Special Consultant or subconsultant are subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Consultant or any Special Consultant or subconsultant receives a request to release data, the Consultant must immediately notify the City. The City will give the Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold the City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers,' agents,' partners,' employees,' volunteers,' assignees' Special Consultant, subconsultant or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

8. ***Termination.*** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, the

Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined and the City may retain another Consultant to undertake or complete the Project and Work. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute.

9. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. All terms and conditions of this Agreement also apply to all Special Consultants, including but not limited to the terms and conditions of **paragraph numbered 19** relating to the ownership of documents. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. This paragraph is inserted in this Agreement pursuant to Minn. Stat. §471.425, Subd. 4a

10. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

11. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act,

Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

12. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.

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

15. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to a negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the negligent or otherwise wrongful act, omission or failure of said Consultant fully to perform, in any respect, all obligations under this Agreement. Consultant further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.

18. **Insurance.**

A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in

this Section, or required by law. The general liability policy shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation:

Statutory Limits

Employer's Liability:

\$500,000 each accident

\$500,000 disease policy limit

\$500,000 disease each employee

Comprehensive General Liability

\$1,500,000 property damage and bodily injury per occurrence

\$2,000,000 general aggregate

\$2,000,000 Products – Completed Operations Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

Comprehensive Automobile Liability

\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.

Umbrella or Excess Liability

\$1,000,000

C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

Products and Completed Operations coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work. Said coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.

Personal injury with Employment Exclusion (if any) deleted.

Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.

Broad Form Property Damage coverage, including completed operations, or its equivalent.

Additional Insured Endorsement(s), naming the "City of Frazee" as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by the City.

If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

“Stop gap” coverage for work in those states where Workers’ Compensation insurance is provided through a state fund if Employer’s liability coverage is not available.

Severability of Insureds provision.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City. Said policy shall provide an aggregate limit of \$2,000,000.

E. Computer Security and Privacy Liability Insurance. The Consultant agrees to provide to the City a certificate evidence that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a Computer Security and Privacy Liability policy for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Contractor, its employees or Sub-contractors and 2) penetration of the Contractor’s electronic data network, “firewall” or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Contractor commences work, whichever is earlier.

F. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:

All policies, except the Professional Liability Insurance policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);

All policies, except the Professional Liability Insurance policy, shall apply on a “per project” basis;

All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of subrogation naming “the City of Frazee”;

All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Frazee" as an additional insured;

All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and

Coverages afforded by all policies shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the City.

A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph 18 must be filed with City prior to the start of Consultant's Work. Upon request a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

G. Effect of Consultant's Failure to Provide Insurance. If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

H. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result

from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage.

19. ***Ownership of Documents.***

A. **Intellectual Property Rights.** Upon completion of the services contemplated by this Agreement and payment in full of all monies due to the Consultant, the City owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Consultant, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Consultant, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the exclusive property of City and Consultant must immediately deliver or return all such Documents to City upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Consultant assigns all right, title and interest it may have in the Works and the Documents to City. Consultant must, at the request of City, execute all papers and perform all other acts necessary to transfer or record City's ownership interest in the Works and Documents.

B. **Notification.** Whenever Consultant reasonably believes it, or its employees or subcontractors, has made an invention, improvement or discovery (whether or not patentable) in the performance of this Agreement, and has or will actually or constructively reduce it to practice, Consultant will immediately give City's Authorized Representative written notice thereof and must promptly furnish City's Authorized Representative with complete information and/or disclosure thereon.

C. **Representation.** Consultant must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents created and paid for under this Agreement are the sole property of City and that neither Consultant nor its employees, agents or subcontractors retain any interest in and to the Works and Documents created and paid for under this Agreement, except that Consultant need not obtain patents, copyrights or trademarks. Consultant represents that the Works and Documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant is granted an unlimited royalty free non-exclusive license to utilize the Works and Documents created and paid for under this Agreement. Consultant will indemnify; defend to the extent permitted by the City's Attorney; and hold harmless City, at

Consultant's expense, from any action or claim brought against City to the extent that it is based on a claim that all or part of the Works or Documents created and paid for under this Agreement infringe upon the intellectual property rights of others. Consultant will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including but not limited to reasonable attorney fees. If such a claim or action arises, or in Consultant's or City's opinion is likely to arise, Consultant must, at City's discretion, either procure for City the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents created and paid for under this Agreement as necessary and appropriate to obviate the infringement claim. This remedy of City will be in addition to and not exclusive of other remedies provided by law.

D. **City's Reuse of Works and Documents.** If the Works and Documents created and paid for under this Agreement are engineering plans, specifications or recommendations requiring the certification of a licensed professional engineer, City acknowledges that such plans, specifications and recommendations have been created solely for the specific project covered by this Agreement and may not be suitable for reuse on other projects. There shall be no restriction on reuse of the Works and Documents created and paid for under this Agreement, but reuse without the written verification or adaptation by Consultant shall be done at City's sole risk and without liability to Consultant. The City agrees to indemnify and hold harmless the Consultant, its officers, directors and employees against any damages, liabilities, costs, including reasonable attorney fees and defense costs arising from the reuse or modification of the Works or Documents by the City or any person or entity that acquires the Works or Documents from and with the knowledge and consent of the City, other than the Consultant and any subcontractor of the Consultant.

E. **Delivery of Documents.** The originals of electronic and non-electronic deliverables required under this Agreement must be relinquished to City upon written notification or request by City.

20. **Disputes.** In an effort to resolve any conflicts that arise during or following the completion of the services described in this Agreement, the dispute will first be submitted to non-binding mediation unless the parties mutually agree otherwise. The cost of mediation will be shared equally by the parties. If either party does not agree with the outcome of the mediation, the parties can then otherwise exercise their rights under this Agreement and under law. Unless otherwise specifically agreed or provided herein, the prevailing party in any action regarding this Agreement shall be entitled to their costs, disbursements and reasonable attorney fees as provided by law.

21. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota. Jurisdiction and Venue for any disputes shall be in the District Courts of the State of Minnesota in Becker County, Minnesota.

22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision

renders the Agreement void. Any Federal regulations and applicable State statutes shall not be violated.

23. *Successors and Assigns.* This Agreement is binding upon the successors and assigns of the parties.

End of Document

Adopted by Resolution of the City Council of the City of Frazee, Minnesota this 14th day of September, 2015.


Hank Ludtke, Mayor

Attest:


Jonathan Smith, City Administrator/Clerk/Treasurer

Addendum Items

ADDITIONAL BILLS

3/13/2023 4:07pm

City of Frazee

Council Approval Report for United Community Bank--180072

(Council Approval Report)

Page 1

Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
Vendor									
365	03/10/23	Butler Machinery Company, P.O. Box 9559, Fargo, ND, 58106							
55727	03/10/23	Control # M026604 - Monthly Tractor/Mower payment #44	03/13/23	\$577.05	\$577.05	100-43100-05000	Capital Outlay - Streets	\$0.00	(\$1,731.15)
55727	03/10/23	Control # M026604 - Monthly Tractor/Mower payment #44	03/13/23	\$577.05	\$577.05	602-49470-05000	Capital Outlay	\$0.00	(\$1,731.15)
					\$1,154.10				
570	03/09/23	City of Detroit Lakes Fire Department, P.O. Box 647, Detroit Lakes, MN, 56502-0647							
3/9/23	03/09/23	Fire Call #1516 Date 1/30/2023 Structure Fire (Keller Fire)	03/13/23	\$107.50	\$107.50	100-42200-03110	Contracts / Professional	\$0.00	(\$1,972.06)
					\$107.50				
345	Mar 7-9, 2023	Donnie Tate, 19417 County Hwy 29, Detroit Lakes, MN, 56501							
03/13/23	03/13/23	St. Cloud Technical Conference 3 night stay at Kelly Inn	03/13/23	\$174.00	\$174.00	601-49450-03310	Travel, Training Expense	\$0.00	(\$535.78)
Mar 7-9, 2023	03/13/23	St. Cloud Technical Conference Mileage	03/13/23	\$86.78	\$86.78	601-49450-03310	Travel, Training Expense	\$0.00	(\$535.78)
Mar 7-9, 2023	03/13/23	St. Cloud Technical Conference 3 night stay at Kelly Inn	03/13/23	\$174.00	\$174.00	602-49470-03310	Travel, Training Expense	\$0.00	(\$260.79)
Mar 7-9, 2023	03/13/23	St. Cloud Technical Conference Mileage	03/13/23	\$86.79	\$86.79	602-49470-03310	Travel, Training Expense	\$0.00	(\$260.79)
					\$521.57				
22	03/03/2023	Elan Financial Services, PO Box 790408, St. Louis, MO, 63179							
03/03/2023	03/03/23	Admin 02/19 Amzn Mktp US*HP3AX3QP1 6x9 Clasp Envelopes	03/13/23	\$16.10	\$16.10	100-41400-02050	Office Supplies - Adminis	\$0.00	(\$524.80)
03/03/2023	03/03/23	Admin 02/06 Amzn Mktp US*FL7N14Q13 Post it Note Dispenser & PAID Stamp	03/13/23	\$19.29	\$19.29	100-41400-02050	Office Supplies - Adminis	\$0.00	(\$524.80)
03/03/2023	03/03/23	Admin 02/06 Amzn Mktp US*YJ6QD1A43 Binders, Receipt Books, Sticky Notes	03/13/23	\$123.70	\$123.70	100-41400-02050	Office Supplies - Adminis	\$0.00	(\$524.80)
03/03/2023	03/03/23	Admin 02/03 MSFT*E0700M5BMU Cloud Back Up	03/13/23	\$42.77	\$42.77	100-41400-03240	Computer Expenses - Ad	\$0.00	(\$4,521.23)
03/03/2023	03/03/23	Admin 02/03 MSFT*E0700M4VXE Cloud Back Up	03/13/23	\$241.17	\$241.17	100-41400-03240	Computer Expenses - Ad	\$0.00	(\$4,521.23)
03/03/2023	03/03/23	Fire Dept. 03/01 Amzn Mktp US*HD2R175N2 HDMI Cable for Projector	03/13/23	\$45.04	\$45.04	100-42200-02400	Small Tools, Minor Equip	\$0.00	(\$94.04)
03/03/2023	03/03/23	Fire Dept. 03/01 Amzn Mktp US*HD2R175N2 Batteries for Pagers	03/13/23	\$24.25	\$24.25	100-42200-03230	Radio Expenses - Fire	\$0.00	(\$24.25)
03/03/2023	03/03/23	Fire Dept. 02/17 Simshare.com Training Program	03/13/23	\$179.95	\$179.95	100-42200-03310	Travel, Training Expense	\$0.00	(\$990.93)
03/03/2023	03/03/23	Fire Dept. 02/02 Autosal Program	03/13/23	\$990.00	\$990.00	100-42200-04330	Dues, Subscriptions, Fee	\$0.00	(\$990.00)
03/03/2023	03/03/23	Water 02/05 Amzn Mktp US*YJ6QD1A43 Receipt Books	03/13/23	\$27.32	\$27.32	601-49450-02050	Office Supplies - Water	\$0.00	(\$129.71)
03/03/2023	03/03/23	Sewer 02/05 Amzn Mktp US*YJ6QD1A43 Receipt Books	03/13/23	\$27.32	\$27.32	602-49470-02050	Office Supplies - Sewer	\$0.00	(\$129.71)
					\$1,736.91				
117		Minnesota Pollution Control Agency, PO Box 64893, St. Paul, MN, 55164-0893							

City of Frazee
Council Approval Report for United Community Bank--180072
(Council Approval Report)

Vendor		Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
		10000159555	03/08/23	Frazee WWTP Wastewater Individual Annual Permit Fee	03/13/23	\$1,450.00	\$1,450.00	602-49470-04330	Dues, Subscriptions, Fee	\$0.00	(\$1,450.00)
							\$1,450.00				
		281		Vergas Auto Repair, PO Box 73, Vergas, MN, 56587							
		23550	03/09/23	Battery & Labor	03/13/23	\$314.59	\$314.59	100-42100-04060	Repair and Maintenance -	\$0.00	(\$711.59)
							\$314.59				
							\$5,284.67				

Total Bills To Pay:

City of Frazee
Council Approval Report for United Community Bank--326318
(Council Approval Report)

Vendor									
Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
15 Bergseth Bros, Inc., PO Box 1994, Fargo, ND, 58107									
280703	03/09/23	White Claw Variety Pack	03/13/23	\$55.20	\$55.20	609-49750-02520	Resale - Beer	\$0.00	(\$41,489.65)
280703-01	03/09/23	CREDIT White Claw Variety Pack	03/13/23	(\$55.20)	(\$55.20)	609-49750-02520	Resale - Beer	\$0.00	(\$41,489.65)
280749	03/09/23		03/13/23	\$4,141.05	\$4,141.05	609-49750-02520	Resale - Beer	\$0.00	(\$41,489.65)
					\$4,141.05				
17 Beverage Wholesalers, PO Box 1864, Fargo, ND, 58107									
283238	03/10/23		03/13/23	\$1,580.05	\$1,580.05	609-49750-02600	Resale - Pizza	\$0.00	(\$1,721.65)
					\$1,580.05				
47 DS Beverages, 201 17th Street North, Moorhead, MN, 56560									
679202	03/09/23		03/13/23	\$673.00	\$673.00	609-49750-02520	Resale - Beer	\$0.00	(\$41,489.65)
					\$673.00				
22 Elan Financial Services, PO Box 790408, St. Louis, MO, 63179									
03/03/2023-01	03/03/23	Event Center 02/05 Amzn Mktg US*YJ6QD1A43 Urinal Screens	03/13/23	\$26.35	\$26.35	610-49790-04010	Repair and Maintenance -	\$0.00	(\$1,139.77)
					\$26.35				
128 Giovanni's Frozen Pizza, 712 Thiesse Drive, Brainerd, MN, 56401									
0303082302	03/09/23		03/13/23	\$141.60	\$141.60	609-49750-02600	Resale - Pizza	\$0.00	(\$1,721.65)
					\$141.60				
85 Illinois Casualty Company, PO Box 4208, Rock Island, IL, 61204-4208									
03/12/2023	03/12/23	Policy #LL94878 Account #125459	03/13/23	\$161.86	\$161.86	609-49750-03640	Insurance: Dram Shop	\$0.00	(\$485.58)
03/12/2023	03/12/23	Policy #LL94878 Account #125459	03/13/23	\$161.86	\$161.86	609-49770-03640	Insurance: Dram Shop	\$0.00	(\$485.58)
03/12/2023	03/12/23	Policy #LL94878 Account #125459	03/13/23	\$161.86	\$161.86	610-49790-03640	Insurance: Dram Shop	\$0.00	(\$485.58)
					\$485.58				
				Total Bills To Pay:					
				\$7,047.63					