



CITY COUNCIL MEETING AGENDA

July 26, 2023 ~ 4:30 p.m. ~ Frazee Event Center

[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](#)
6. Staff Reports
 - a. [Event Center](#)
 - b. [Fire Department](#)
 - c. [Liquor Store](#)
 - d. [Police Department](#)
 - e. [Public Works](#)
 - f. [Administration](#)
7. Old Business
8. New Business
 - a. [DNR Contract for Wannigan Regional Park](#)
9. Council Member Comments
10. Addendum
 - a. Additional Claims
11. Adjournment

Consent Agenda

MINUTES – JULY 10, 2023

1. Call the Meeting to Order
 - a. Meeting called to order by Mayor Mark Flemmer at 6:00 pm at the Frazee Event Center
2. Roll Call
 - a. Members Present: Mark Flemmer, Andrea Froeber, Mark Kemper, James Rader, Mike Sharp
 - b. Members Absent: None
 - c. Staff: Stephanie Poegel, Scott Luhman
 - d. Contracted Services: Tom Winters – Ramstad, Skoyles & Winters P.A.
 - e. Guests: John Okeson, Lilly Erb, Shelby Baumgart, Paige Baumgart, Madillyn Branden, Grace Hamm
3. Pledge of Allegiance
4. Open Forum
 - a. CornerStone
 - i. CornerStone participants presented information regarding the program's usage; proposed 3 sticker samples for the frisbees – Council consensus to use the circle sticker; when asked what the girls would be doing if they didn't have CornerStone, they all responded they would be sitting home all summer
 - b. John Okeson – Becker County Commissioner
 - i. Visited with Mayor prior to meeting regarding Eagle Lake, the County would like to see this park stay as public and not be sold to a private entity or person
 - ii. ARPA funds have been transferred to a special revenue fund and are being used for capital projects within the County itself; a few projects outside County works have been granted; question was posed if the County could use ARPA funds to purchase Eagle Lake if it so chose
 - iii. Member Rader stated the Council appreciates Okeson coming to the meeting and providing updates
5. Consent Agenda
 - a. Meeting Minutes
 - b. Approval of Claims
 - c. Bank Account Balances – July 1, 2023
 - d. Notes from the Mayor
 - e. Resolution 0710-23A Resolution Requesting 2024 State Bonding Funds for the North River Loop Project
 - i. Change typo of County Rd 20 to County Rd 29
 - f. Application for Street Closure – Turkey Days

M/S/CU: Sharp/Kemper to approve consent agenda with stated changes

6. Old Business

7. New Business

a. Old Seip Corner Area Discussion

- i. Flemmer presented proposed design to include 3-5 parking spots, metal turkey statute, city kiosk, mural, Hwy 87 thank you plaque, Gettysburg plaque and City Volunteer plaque – possibility to move white turkey to Wannigan park and create a “Turkey Trot” walk from Lion’s Park to downtown to Wannigan
- ii. Flemmer visited with trophy business – estimate for bronze casting is \$2,000; possible artistic grants available
- iii. Rader would like to see parking
- iv. Froeber likes turkey plans

b. Safety Program Discussion

- i. Currently need a safety program. Becker County utilizes the program Safety Assure, Personnel & Finance committee recommending to go with them at a cost close to \$5,000.
- ii. Discussion on programs available and costs; Rader mentioned Lakes Country Service Cooperative (LCSC);
- iii. Poegel to obtain a bid from LCSC

c. City Supervisors Spending Caps

- i. Flemmer and Poegel couldn’t find anything stating the limits for department heads to spend. Sharp stated it is in City Code the Administrator’s approval level. With that, Department Heads can go to Administrator for approval up to that amount.
- ii. Information in code should be in job description – personnel committee currently going through those and will ensure that both are consistent

8. Addendum Items

- a. City Corner Plan – Covered in New Business 7.a.
- b. Additional Bills

M/S/CU: Rader/Froeber to approve additional bills as presented

- c. Attorney Winters was asked the progress on lawsuits – Winters stated that all are progressing
- d. Update on Town Lake Beach Project was requested – the archeological study is done and the report should be here by the end of the week
- e. Park & Rec will move forward with the project once the report comes back

9. Adjournment

M/S/CU: Rader/Froeber to adjourn at 6:48 pm

Respectfully submitted,

Stephanie C. Poegel
City Administrator

Consent Agenda

APPROVAL OF CLAIMS

7/19/2023 11:38am

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
1	Aflac, 1832 Wynnnton Rd, Columbus, GA, 31999	453550	07/04/23	Account #CB561	07/26/23	\$55.17	\$55.17	100-00000-21709	Aflac / Colonial Life	\$0.00	\$386.19
		453550	07/04/23	Account #CB561	07/26/23	\$14.04	\$14.04	602-00000-21709	Aflac / Colonial Life Paya	\$0.00	\$146.16
							\$69.21				
4	Arvig Communication, PO Box 110, Perham, MN, 56573	06/08/2023	06/08/23	218-334-4691	07/26/23	\$159.99	\$159.99	100-41400-03210	Telephone Expenses - Ad	\$4,500.00	\$2,320.79
		06/08/2023	06/08/23	218-334-4692, 218-334-4703, 218-334-4704, 218-334-4705	07/26/23	\$111.28	\$111.28	100-41400-03210	Telephone Expenses - Ad	\$4,500.00	\$2,320.79
		06/08/2023	06/08/23	Internet - 222 Main Ave W	07/26/23	\$37.45	\$37.45	100-41400-03210	Telephone Expenses - Ad	\$4,500.00	\$2,320.79
		06/08/2023	06/08/23	Internet - 222 Main Ave W	07/26/23	\$37.45	\$37.45	100-42100-03210	Telephone Expenses - Po	\$4,000.00	\$1,816.89
		06/08/2023	06/08/23	218-334-4709	07/26/23	\$159.99	\$159.99	100-42100-03210	Telephone Expenses - Po	\$4,000.00	\$1,816.89
		06/08/2023-01	06/08/23	218-334-4693, 218-334-4710	07/26/23	(\$30.54)	(\$30.54)	100-42100-03210	Telephone Expenses - Po	\$4,000.00	\$1,816.89
		06/08/2023	06/08/23	Internet - 515 Birch Ave W	07/26/23	\$88.95	\$88.95	100-43100-03210	Telephone Expenses - St	\$1,500.00	\$1,001.83
		06/08/2023	06/08/23	218-505-0010	07/26/23	\$159.99	\$159.99	100-43100-03210	Telephone Expenses - St	\$1,500.00	\$1,001.83
		06/08/2023	06/08/23	218-505-1250	07/26/23	\$159.99	\$159.99	601-49450-03210	Telephone Expenses	\$600.00	\$53.59
		06/08/2023	06/08/23	Internet 300 3rd St. NW	07/26/23	\$90.95	\$90.95	601-49450-03210	Telephone Expenses	\$600.00	\$53.59
							\$975.50				
436	Arvig, Attn: Accounting, 150 Second Street SW, Perham, MN, 56573	336433	07/07/23	City Wide Camera System Installation Progress Billing #1-Labor and Material to date 6/30/2023 per Tyler Trieglaff	07/26/23	\$20,000.00	\$20,000.00	100-42100-05000	Capital Outlay - Police	\$20,000.00	(\$4,150.98)
							\$20,000.00				
382	B&D Transport Inc., P.O. Box 116, Frazee, MN, 56544	18433	07/12/23	Work Done & Dual Purpose Battery	07/26/23	\$409.50	\$409.50	100-42200-04060	Repair and Maintenance -	\$18,000.00	\$11,750.73
							\$409.50				
365	Butler Machinery Company, P.O. Box 9559, Fargo, ND, 58106	56081	07/10/23	Control # M026804 - Monthly Tractor/Mower payment #48	07/26/23	\$577.05	\$577.05	100-43100-05000	Capital Outlay - Streets	\$15,000.00	\$10,860.65
		56081	07/10/23	Control # M026804 - Monthly Tractor/Mower payment #48	07/26/23	\$577.05	\$577.05	602-49470-05000	Capital Outlay	\$5,000.00	\$960.65
							\$1,154.10				
276	CEDA, PO Box 483, Chatfield, MN, 55923	June 30, 2023	06/30/23	Economic Development Support Services for 3rd Quarter 2023	07/26/23	\$5,272.25	\$5,272.25	651-49800-03110	Contracts / Professional	\$0.00	(\$16,626.75)
							\$5,272.25				
515	David Sundheim, 603 4th Street NW, Wadena, MN, 56482	07/17/2023	07/17/23	Window Cleaning - Monthly	07/26/23	\$75.00	\$75.00	100-41400-04010	Repair and Maintenance -	\$2,000.00	\$1,440.21
							\$75.00				
273	JH Signs & Designs, Inc, 41357 460th Street, Perham, MN, 56573										

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 (\$279.25)
		22540	07/11/23	Banner 8' Royal Blue Table Throw with White Logo	07/26/23	\$279.25	\$279.25	100-41110-02100	Operating Supplies - Cou	\$0.00	
		97	Lake Region Electric Cooperative, PO Box 650, Pelican Rapids, MN, 56572				\$279.25				
Jul 6	07/06/23	2003281314	Street Lights-Red Willow Heights	07/26/23	\$106.20	\$106.20		100-43160-03810	Electric Utilities -Street Li	\$20,000.00	\$10,711.95
Jul 6	07/06/23	2005030600	Eagle Lake	07/26/23	\$23.60	\$23.60		100-45200-03810	Electric Utilities - Parks	\$3,500.00	\$1,236.39
Jul 6	07/06/23	20059000500	Joint Powers-Lighting @ Compost Site	07/26/23	\$25.34	\$25.34		100-46200-03810	Electric Utilities	\$250.00	\$82.62
Jul 6	07/06/23	358000	Waste Water Treatment-51534 City Hwy 10	07/26/23	\$966.96	\$966.96		602-49470-03810	Electric Utilities	\$18,000.00	\$5,687.57
Jul 6	07/06/23	616802	Sign Along US Hwy #10	07/26/23	\$34.98	\$34.98		661-49800-04330	Dues, Subscriptions, Fee	\$0.00	(\$4,030.16)
		196	Lakes Audio and RC, 106 3rd St NW, Frazee, MN, 56544				\$1,157.08				
256	07/09/23	Micro V-Belt, Coolant, Labor	07/26/23	\$51.24	\$51.24			100-42100-04060	Repair and Maintenance -	\$5,000.00	\$3,698.66
		100	League of Minnesota Cities Insurance Trust, C/O Berkley Risk Admin Co LLC, Suite 2700, PO Box 581517, Minneapolis, MN, 55458-1517				\$51.24				
07/10/2023	07/10/23	Clerical Office Employees NOC	07/26/23	\$216.00	\$216.00			100-41400-01510	Worker's Compensation -	\$2,000.00	\$626.69
07/10/2023-01	07/10/23	Municipal Employees Account #10002930	07/26/23	(\$11.00)	(\$11.00)			100-41400-01510	Worker's Compensation -	\$2,000.00	\$626.69
07/10/2023	07/10/23	Police Account #10002930 Workers Compensation Coverage Premium	07/26/23	\$3,678.00	\$3,678.00			100-42100-01510	Worker's Compensation -	\$22,000.00	(\$6,896.12)
07/10/2023-01	07/10/23	Firefighters (volunteer) Account #10002930	07/26/23	(\$14.00)	(\$14.00)			100-42200-01510	Worker's Compensation -	\$13,000.00	(\$2,417.43)
07/10/2023	07/10/23	Volunteer Ambulance Service Account #10002930 Workers Compensation Coverage Premium	07/26/23	\$1,719.00	\$1,719.00			100-42300-01510	Worker's Compensation	\$3,500.00	(\$1,599.86)
07/10/2023	07/10/23	Street Construction Account #10002930	07/26/23	\$948.00	\$948.00			100-43100-01510	Worker's Compensation -	\$5,000.00	(\$920.15)
07/10/2023	07/10/23	Waterworks Account #10002930 Workers Compensation Coverage Premium	07/26/23	\$616.00	\$616.00			601-49450-01510	Worker's Compensation -	\$400.00	(\$3,822.66)
07/10/2023	07/10/23	Sawage Disposal Plant Account #10002930 Workers Compensation Coverage Premium	07/26/23	\$655.00	\$655.00			602-49470-01510	Worker's Compensation -	\$4,000.00	(\$286.74)
		103	LM Fleet Supply, 1100 Highway 58 South, Detroit Lakes, MN, 56501				\$7,807.00				
7418593	07/12/23	Adapter & Washer	07/26/23	\$7.47	\$7.47			100-43100-04050	Repair and Maintenance -	\$4,000.00	\$2,987.48
		00786	MCFOA, Daphney Maras, CMC MCFOA Treasurer, 221 E Clark Street, Albert Lea, MN, 56007				\$7.47				
	06/30/23	Membership Application Level: 01-Full (Active) Member	07/26/23	\$50.00	\$50.00			100-41400-04330	Dues, Subscriptions, Fee	\$6,000.00	\$4,804.76
		624	Michael & Nancy Drovdaht, 22308 NE 21st Ct., Ridgefield, WA,				\$50.00				

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
4 Arvig Communication, PO Box 110, Perham, MN, 56573									
06/09/2023-02	06/09/23	Account #0002594846 001 8	07/26/23	\$159.98	\$159.98	609-49750-03210	Telephone Expenses - Of	\$0.00	(\$621.95)
06/09/2023-02	06/09/23	218-334-9716	07/26/23	\$12.45	\$12.45	609-49750-03210	Telephone Expenses - Of	\$0.00	(\$621.95)
06/09/2023-02	09/09/23	218-334-7940	07/26/23	\$5.08	\$5.08	609-49750-03210	Telephone Expenses - Of	\$0.00	(\$621.95)
06/09/2023-02	06/09/23	Account #0002594846 001 8	07/26/23	\$159.98	\$159.98	609-49770-03210	Telephone Expenses	\$0.00	(\$621.92)
06/09/2023-02	09/09/23	218-334-9716	07/26/23	\$12.44	\$12.44	609-49770-03210	Telephone Expenses	\$0.00	(\$621.92)
06/09/2023-02	09/09/23	218-334-7940	07/26/23	\$5.08	\$5.08	609-49770-03210	Telephone Expenses	\$0.00	(\$621.92)
06/09/2023-02	06/09/23	218-334-7940	07/26/23	\$5.08	\$5.08	610-49790-03210	Telephone Expenses	\$0.00	(\$377.26)
06/09/2023-02	06/09/23	218-334-9720	07/26/23	\$12.19	\$12.19	610-49790-03210	Telephone Expenses	\$0.00	(\$377.26)
06/09/2023-02	06/09/23	Account #0002594846 001 8	07/26/23	\$159.99	\$159.99	610-49790-03210	Telephone Expenses	\$0.00	(\$377.26)
				\$532.27					
15 Bergsath Bros, Inc., PO Box 1994, Fargo, ND, 58107									
246-00371	07/13/23	CREDIT Coors Banquet	07/26/23	(\$16.80)	(\$16.80)	609-49750-02520	Resale - Beer	\$0.00	(\$135,159.35)
300059	07/13/23		07/26/23	\$1,446.65	\$1,446.65	609-49750-02520	Resale - Beer	\$0.00	(\$135,159.35)
				\$1,429.85					
17 Beverage Wholesalers, PO Box 1864, Fargo, ND, 58107									
282384	07/13/23		07/26/23	\$2,183.90	\$2,183.90	609-49750-02520	Resale - Beer	\$0.00	(\$135,159.35)
				\$2,183.90					
34 Dacotah Paper Co., 3940 15th Avenue N, PO Box 2727, Fargo, ND, 58108-2727									
14321	07/10/23	Beverage Stackable, Tissue, Towel Roll	07/26/23	\$375.69	\$375.69	609-49770-02100	Operating Supplies - On	\$0.00	(\$2,190.31)
14322	07/10/23	Shot Party Bomber Clear	07/26/23	\$63.45	\$63.45	609-49770-02100	Operating Supplies - On	\$0.00	(\$2,190.31)
14321	07/10/23	Liner Can Repro, Delgnt	07/26/23	\$184.63	\$184.63	609-49770-02110	Cleaning Supplies - On	\$0.00	(\$1,365.00)
				\$623.77					
47 DS Beverages, 201 17th Street North, Moorhead, MN, 56560									
711162	07/14/23	Liquor	07/26/23	\$342.00	\$342.00	609-49750-02510	Resale - Liquor	\$0.00	(\$42,345.43)
711162	07/14/23	Beer	07/26/23	\$1,152.80	\$1,152.80	609-49750-02520	Resale - Beer	\$0.00	(\$135,159.35)
				\$1,494.80					
61 Frazee Electric, Inc., PO Box 278, Frazee, MN, 56544									
12830	07/06/23	Event Center - Installed Permanent Power to Sign	07/26/23	\$259.89	\$259.89	610-49790-02100	Operating Supplies - EC	\$0.00	(\$1,474.98)
				\$259.89					
62 Frazee Family Foods, PO Box 356, Frazee, MN, 56544									
37681	07/10/23	Limes	07/26/23	\$3.75	\$3.75	609-49770-02130	Operating Supplies - Food	\$0.00	(\$1,241.01)
				\$3.75					
128 Giovanni's Frozen Pizza, 712 Thiesse Drive, Brainerd, MN, 56401									
0307122302	07/12/23		07/26/23	\$70.80	\$70.80	609-49770-02600	Resale - Pizza	\$0.00	(\$2,244.20)
				\$70.80					

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
85	Illinois Casualty Company, PO Box 4208, Rock Island, IL, 61204-4208	07/12/2023	07/12/23	Policy #LL94878 Acct. #125459	07/26/23	\$161.86	\$161.86	609-49750-03640	Insurance: Dram Shop	\$0.00	(\$1,133.02)
		07/12/2023	07/12/23	Policy #LL94878 Acct. #125456	07/26/23	\$161.86	\$161.86	609-49770-03640	Insurance: Dram Shop	\$0.00	(\$1,133.02)
		07/12/2023	07/12/23	Policy #LL94878 Acct. #125459	07/26/23	\$161.86	\$161.86	610-49790-03640	Insurance: Dram Shop	\$0.00	(\$1,133.04)
							\$495.58				
100	League of Minnesota Cities Insurance Trust, C/O Berkley Risk Admin Co LLC, Suite 2700, PO Box 581517, Minneapolis, MN, 55458-1517	07/10/2023--02	07/10/23	On Sale Liquor Store Account #10002930	07/26/23	\$577.00	\$577.00	609-49770-01510	Worker's Compensation -	\$0.00	(\$5,144.15)
				Workers Compensation Coverage Premium							
132	Nova Fire Protection, Inc., 1424 44th Street North, Fargo, ND, 58102	06/29/23	06/29/23	Third Crossing Bar Annual Sprinkler Inspection	07/26/23	\$200.00	\$200.00	609-49750-04010	Repair and Maintenance -	\$0.00	(\$776.06)
				Work Order #54405 Inspection done on 6-22-2023 see email from Tanya							
		06/29/23	06/29/23	Third Crossing Bar Annual Sprinkler Inspection	07/26/23	\$200.00	\$200.00	609-49770-04010	Repair and Maintenance -	\$0.00	(\$777.61)
				Work Order #54405 Inspection done on 6-22-2023 see email from Tanya							
52695	Frazee Event Center Annual Sprinkler Inspection Work Order #54406	06/29/23	06/29/23	Frazee Event Center Annual Sprinkler Inspection Work Order #54406	07/26/23	\$265.00	\$265.00	610-49790-04010	Repair and Maintenance -	\$0.00	(\$27,090.09)
Total Bills To Pay:							\$865.00				
							\$8,326.61				

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
623	David Schroeder, , 7500 80th St S, Sabin, MN, 56580		07/28/23	Event at Frazee Liquor Store Turkey Days	07/28/23	\$1,500.00	\$1,500.00	609-49770-03100	Entertainment Expenses	\$0.00	(\$5,104.09)
July 28, 2023				Parking Lot Dance							
							\$1,500.00				
							\$1,500.00				
							\$1,500.00				
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
		341	Matt Bachmann, 229 11th Ave., Apt. #204, Detroit Lakes, MN, 56501								
		July 29, 2023	07/29/23	Event at Liquor Store on July 29, 2023	07/29/23	\$200.00	\$200.00	609-49770-03100	Entertainment Expenses	\$0.00	(\$5,104.09)
							<u>\$200.00</u>				
							<u>\$200.00</u>				
							<u>\$200.00</u>				
Total Bills To Pay:											

Staff Reports

EVENT CENTER

Staff Reports

FIRE DEPARTMENT

Call report for June (6 calls):

- 1 Mutual Aid (Vergas)
- 1 Grass Fire
- 2 False Alarms
- 2 LifeFlight Landing Zones

Up to the time of writing this report, FFD has had 35 calls this year, which is about average. We average around 60-70 calls each year.

We are currently trying to sell our Jaws truck (1991 E One F-600). That truck will be replaced by the new utility truck once we get it. The box that we had built for the new utility truck is completed and is waiting for the trucks to be manufactured by Ford still. At this point, we have the utility box and the grass truck skid unit waiting for the trucks.

In June, we had our annual pancake breakfast for the community. We would like to express our appreciation and gratitude for everyone that came out! It was a good turnout; we estimate around 820 people showed up to partake in great pancakes and sausage!

We are selling raffle tickets again this summer. The winners will be drawn at the Turkey Days Demo Derby, which will be held on Sunday, the 30th. Buy one today!!!

And lastly, if you or anyone you know would like to join the fire department, apply online at frazeeccity.com! We are looking for firefighters!

Staff Reports

LIQUOR STORE

Staff Reports

POLICE DEPARTMENT

Staff Reports

PUBLIC WORKS



Protecting, Maintaining and Improving the Health of All Minnesotans

June 7, 2023

Frazee City Council
c/o Stephanie Poegel
Frazee City Hall
PO Box 387
Frazee, MN 56544

Dear Council Members:

Subject: **NOTICE OF EXCEEDANCE**, Exceedance of the Copper Action Level, Frazee, Becker County,
PWSID 1030014

Federal rules under 40 CFR 141.86, as implemented by Minnesota Rules, part 4720.0350, require public water systems to monitor for lead and copper at a specific number of drinking water taps. Compliance with the Lead and Copper Rule (LCR) is based on an Action Level (AL) for lead and copper, as established by the United States Environmental Protection Agency (EPA) under 40 CFR 141.80, as implemented by Minnesota Rule 4720.0350. A system is in exceedance of the AL if the concentration of lead or copper in more than 10 percent of the samples collected in a monitoring period exceeds the AL (known as the 90th Percentile Level).

Below are the calculated 90th percentile values for lead and copper analysis conducted on water samples collected from your public drinking water supply during the 01/01/2023 – 06/30/2023 monitoring period. **These results show your water system exceeds the copper action level of 1300 µg/L.**

Samples Collected: 20

Lead Level: < 2 µg/L

Copper Level: 1610 µg/L

Water systems that have exceeded the copper action level are required to complete the following requirements:

You must complete the first step for optimizing corrosion control.

Step 1

Your water system is required to provide the Minnesota Department of Health (MDH) with an optimal corrosion control treatment (OCCT) plan by **December 31, 2023**. Contact Compliance Engineer, Michael Bourland at Michael.Bourland@state.mn.us or 651-201-5928 for assistance.

- Systems with existing corrosion control inhibitor (such as a phosphate-based inhibitor or silica inhibitor) will provide MDH with the most current information on target dose, distribution residuals (if available), and product being used.
- Systems proposing adding treatment may be required to submit plans to MDH for approval.

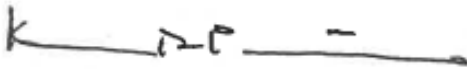
The Lead and Copper Rule requires systems to follow a timeline for updating their corrosion control treatment and conducting sampling to re-optimize its corrosion control for maintaining the action level for the future. **The flow diagram included with the letter shows the steps your system will need to take to remain in compliance.**

You must complete additional lead and copper monitoring

Your water system will continue six-month monitoring for lead and copper. You will be required to collect **20** lead/copper samples in **October 2023**. MDH will send your water system a sampling kit before your sampling date.

Please contact Michael Bourland, Compliance Engineer, at Michael.Bourland@state.mn.us or 651-201-5928 for assistance with corrosion control treatment, or if you have questions about this notice and the requirements.

Sincerely,

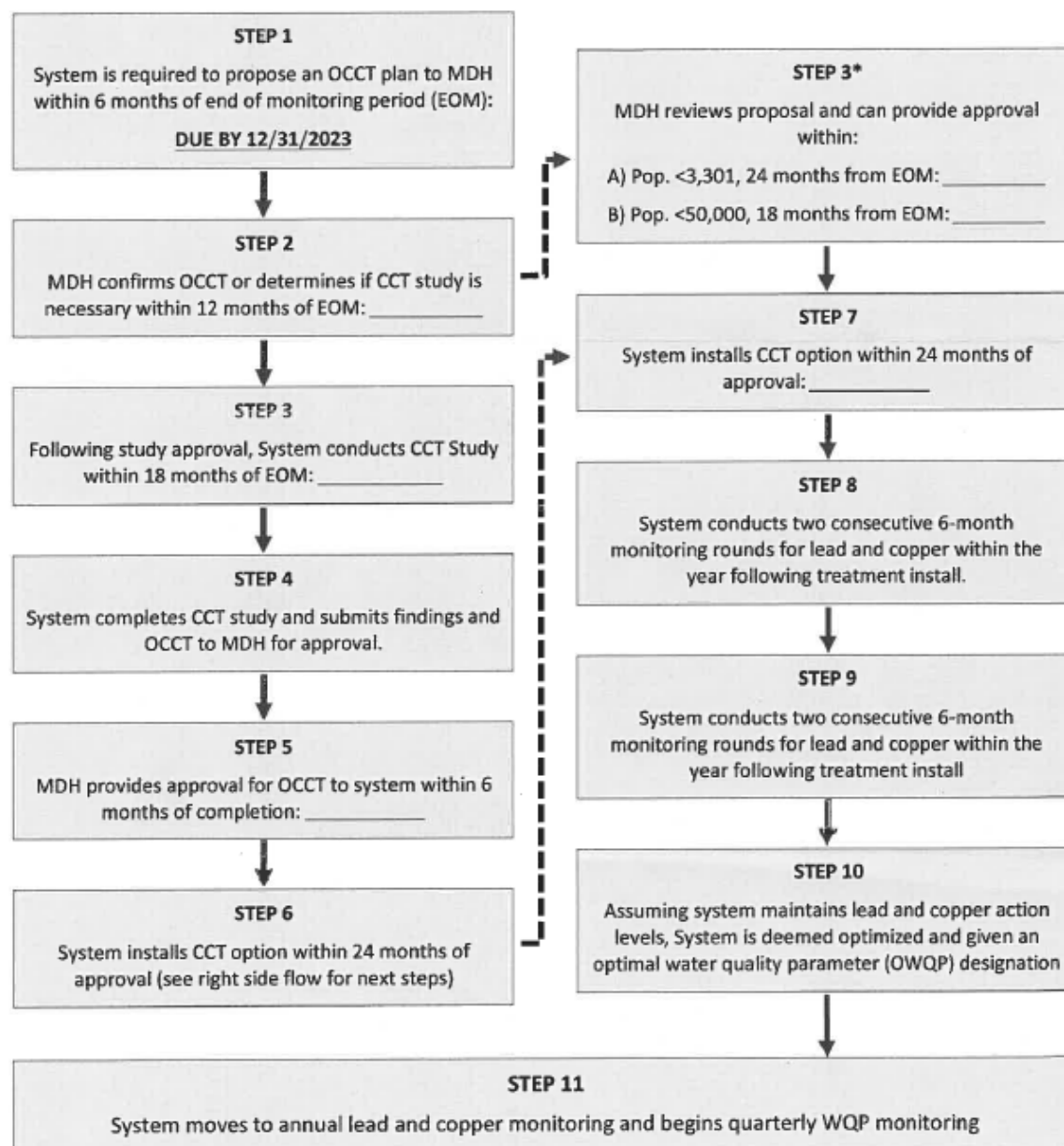


Karla R. Peterson, Supervisor
Community Public Water Supply Unit
Environmental Health Division
P.O. Box 64975
St. Paul, Minnesota 55164-0975

KRP:sv

cc: Water Superintendent
Michael Bourland, Compliance Engineer
Lucas Hoffman, Fergus Falls District Office

Optimal Corrosion Control Treatment (OCCT) Installation



**MDH can deny OCCT submission and require system to resubmit*

Minnesota Department of Health | Drinking Water Protection | 651-201-4700 | www.health.state.mn.us

May 2023 | To obtain this information in a different format, call: 651-201-4700.



Protecting, maintaining and improving the health of all Minnesotans

June 8, 2023

Frazee City Council
Stephanie Poegel

Dear Council Members:

SUBJECT: Sanitary Survey Report for Frazee Public Water System (PWS), Becker County,
PWSID 1030014

Enclosed is a copy of the sanitary survey report summarizing an on-site inspection of your Community Public Water System. This report includes a review of the system's water source, facilities, equipment, operation, maintenance, and monitoring compliance for the purpose of evaluating the adequacy of the facilities for producing and distributing safe drinking water. Technical and management information regarding the operation of the system may also be provided. Conducting sanitary surveys on a regular basis is an important element in preventing contamination of drinking water supplies and in maintaining compliance with the National Primary Drinking Water Standards. Larry Stephenson- Water Superintendent was present during this inspection.

Please take appropriate action to address any deficiencies or recommendations identified within this report. A deficiency may lead to a contamination of the water supply or failure of the system to be in compliance with the Safe Drinking Water Act. The enclosed report must be kept on file and made available for public review for not less than ten (10) years.

The Minnesota Department of Health (MDH) continues to monitor your PWS for contaminants identified by state and federal drinking water regulations. The results of such monitoring are not part of this report. They are sent to you under separate cover as they become available.

If you have questions concerning the information contained in the report, please contact me at 218/332-5147.

Sincerely,

Lucas Hoffman

Digitally signed by Lucas
Hoffman
Date: 2023.06.08 16:21:51 -05'00'

Lucas Hoffman, P.E.
Community Public Water Supply Unit
Environmental Health Division
2312 College Way
Fergus Falls, Minnesota 56537

General Information: 651/201-4700 Toll-free: 888/345-0823 www.health.state.mn.us
For directions to any of the MDH locations, call 651/201-5000. An equal opportunity employer.



MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report



System Name: **Frazee** Survey Date: **05/11/2023**
PWSID: **1030014** Surveyor: **Lucas Hoffman, P.E.**
System Contact: **Larry Stephenson- Water Superintendent** PWS Type: **Community**

Contact Information

<u>Name</u>	<u>Address</u>	<u>Phone/Email</u>
Contact		
Larry Stephenson- Water Superintendent		Business Phone 1 218/334-4991 Cell Phone 218/849-6544 Email public.works@frazeecity.com
Donald Tate		Cell Phone 218/841-1587
Owner/Responsible Party		
Frazee City Council	Stephanie Poegel Frazee City Hall P.O. Box 387 Frazee, MN 56544	Business Fax 218/334-4992 Business Phone 1 218/334-4991 Email cityadmin@frazeecity.com
Financial		
Frazee City Council	c/o Ms. Stephanie Poegel Frazee City Hall P.O. Box 387 Frazee, MN 56544	Business Phone 1 218/334-4991 Email cityadmin@frazeecity.com
Sample Bottles/General Correspondence		
Frazee Water Superintendent	City Hall P.O. Box 387 222 Main Avenue West Frazee, MN 56544	Business Phone 1 218/849-6544, Ext. cell Email public.works@frazeecity.com
Emergency Workday		
Larry Stephenson		Cell Phone 218/849-6544 Email public.works@frazeecity.com
Donald Tate		Cell Phone 218/849-1587
Emergency After-Hours		
Larry Stephenson		Cell Phone 218/849-6544 Email public.works@frazeecity.com
Donald Tate		Cell Phone 218/841-1587
Water Superintendent		
Larry Stephenson	Frazee, MN 56544	Cell Phone 218/849-6544 Email public.works@frazeecity.com
Consumer Confidence Report		
Stephanie Poegel		Business Phone 1 218/334-4991 Email cityadmin@frazeecity.com



MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report



System Name: **Frazee** Survey Date: **05/11/2023**
PWSID: **1030014** Surveyor: **Lucas Hoffman, P.E.**
System Contact: **Larry Stephenson- Water Superintendent** PWS Type: **Community**

Classification Information

Owner Type:	Municipal	Population:	1335
System Class:	C	Service Connections:	450
Service Area Characteristics:	Municipal	Class Points:	37

Certified Operators

Name	Class	Expiration Date	Name	Class	Expiration Date
Stephenson, Larry E.	C	02/28/2025	Tate, Donald F.	C	11/30/2024

Production Totals

Design Capacity:	350 Gallons per Minute	Emergency Capacity:	350 Gallons per Minute
Average Daily:	125,000 Gallons	Storage Capacity:	300,000 Gallons
Highest Daily:	460,000 Gallons		

Source Information

Well #6

Unique Well No.: 00613129	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 550
Status: Active	Pumping Rate (gpm): 300
Availability: Primary	Emergency Capacity: 550 Gallons per Minute
Year Constructed: 2000	Static Depth (ft): 23
Well Depth (ft): 202	Drawdown (ft): 11
Casing Depth (ft): 182	Pump Type: Submersible VFD
Casing Diameter (in): 12	Vulnerable: No
Screen Length (ft): 20	Last Rehabilitated: 2013
Aquifer: Quaternary Buried Artesian Aqu	
Specific Source 2020 S.C. = 37	
Notes: 2022 S.C. = 35.07	

Well #7

Unique Well No.: 00847061	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 600
Status: Active	Pumping Rate (gpm): 300
Availability: Primary	Emergency Capacity:
Year Constructed: 2020	Static Depth (ft): 33
Well Depth (ft): 205	Drawdown (ft): 8
Casing Depth (ft): 185	Pump Type: Submersible VFD
Casing Diameter (in): 12	Vulnerable: No
Screen Length (ft): 20	
Aquifer: Quaternary Buried Artesian Aqu	
Specific Source 2022 S.C. = 37.5	
Notes:	



MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report



System Name: **Frazee** Survey Date: **05/11/2023**
PWSID: **1030014** Surveyor: **Lucas Hoffman, P.E.**
System Contact: **Larry Stephenson- Water Superintendent** PWS Type: **Community**

Treatment Information

TREATMENT PLANT #2

Type: Treatment Plant
Status: Active
Availability: Primary

Treatment Objective

Disinfection
Fluoridation
Iron Removal

Source Water: Groundwater
Design Capacity: 350 Gallons per Minute
Emergency Capacity: 350 Gallons per Minute
Operating Rate: 350 Gallons per Minute

Treatment Process Mechanism

Chlorine/Sodium hypochlorite
Fluoridation/Hydrofluosilicic acid
Aeration/Spray
Detention (chemical reaction time)
Filtration (Gravity)/Anthracite/Greensand

Storage Information

Elevated 300000

Type: Storage-Elevated
Status: Active

Capacity: 300,000 Gallons
Availability: Primary
Chlorination: ☐



MINNESOTA DEPARTMENT OF HEALTH
SECTION OF DRINKING WATER PROTECTION
Public Water Supply Inventory Report



System Name: **Frazee** Survey Date: **05/11/2023**
PWSID: **1030014** Surveyor: **Lucas Hoffman, P.E.**
System Contact: **Larry Stephenson- Water Superintendent** PWS Type: **Community**

Bacteriological Sample Site Plan

Distribution

<u>Sample Site ID</u>	<u>Sample Location</u>	<u>Status</u>	<u>Notes</u>
	Fire Hall	Active	
	Bethlehem Lutheran Church	Active	
	Senior Villa	Active	
	Ketter's Meats	Active	
	Retirement Center	Active	
	City Shop	Active	



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: **Frazee**
PWSID: **1030014**
System Contact: **Larry Stephenson- Water Superintendent**

Survey Date: **05/11/2023**
Surveyor: **Lucas Hoffman, P.E.**
PWS Type: **Community**

Requirements and Recommendations

Water Source

As a reminder, it is required that a well for a community public water supply be located according to distances specified in Minn. Rules 4725.4450, including not less than 50 feet from a source of contamination including buried sewers (except as specified in Minn. Rules 4725.5850).

Pumps/Pump Facilities and Controls

No deficiencies observed.

Treatment

No deficiencies observed.

It is recommended that the levels of iron and manganese in the treated water be tested at least once per backwash cycle and recorded in the plant log books. These values, among other technical aspects, should be utilized as a guide for determining the appropriate time to backwash the filters.

Water Storage

No deficiencies observed.

Distribution

It is recommended that dead ends in the distribution system be minimized by looping. If looping is not feasible, a fire hydrant, approved flushing hydrant or blow off for flushing purposes must be used at the dead ends to maintain water quality and/or chlorine residual. [Recommended Standards for Water Works 8.0]

Monitoring/Reporting Data Verification

The following applicable records are required to be maintained by the water supply system:

- a. Coliform bacteria results - 5 years
 - b. Chlorine residual results - 5 years
 - c. Chemical results - 10 years
 - d. Sanitary survey reports - 10 years
 - e. All lead and copper materials - 12 years
 - f. Consumer confidence reports - 3 years
 - g. Public Notices - 3 years
 - h. Fluoride quarterly results and monthly reports - 1 year
 - i. Turbidity results - 3 years
- [Minn. Rules 4720.0350]



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: **Frazee**
PWSID: **1030014**
System Contact: **Larry Stephenson- Water Superintendent**

Survey Date: **05/11/2023**
Surveyor: **Lucas Hoffman, P.E.**
PWS Type: **Community**

Requirements and Recommendations

Water System Management/Operation

It is recommended that a comprehensive program of cross-connection surveillance be instituted to protect the water supply. This includes:

- a. The detection and correction of cross-connections to unsafe water supplies.
- b. The education of the public on the dangers of cross-connections.
- c. The installation of vacuum breakers on all threaded hose bibbs in new and old buildings.
- d. The replacement of defective plumbing in older buildings.
- e. Periodic cross-connection inspections of potentially hazardous industries and commercial establishments.
- f. The education of the employees on the dangers of cross-connections.

Engineering plans for new, modifications to, or additions to the water supply system, including watermains, are required to be properly submitted to the Minnesota Department of Health for review. All plans must be approved prior to the start of construction. [Minn. Rules 4720.0010]

To ensure security, it is recommended that a daily check of critical system components be conducted, including confirmation that all doors and access hatches are locked.

Operator Compliance with State Requirements

The certified operators are required to qualify themselves by attending waterworks operators training seminars offered throughout the state. Continuing education is valuable experience for anyone engaged in this field. The required contact hours in the previous 3 years for certification renewal are:

Class A 32 contact hours
Class B 24 contact hours
Class C 16 contact hours
Class D 8 contact hours
Class E 4 contact hours
[Minn. Rules 9400.1200]



MINNESOTA DEPARTMENT OF HEALTH
Section of Drinking Water Protection
Sanitary Survey Report



System Name: **Frazee**
PWSID: **1030014**
System Contact: **Larry Stephenson- Water Superintendent**

Survey Date: **05/11/2023**
Surveyor: **Lucas Hoffman, P.E.**
PWS Type: **Community**

Bacteriological Results and Chlorine Residuals

<u>Date</u>	<u>Sampling Location</u>	<u>Chlorine Residual</u> <u>Free / Total (mg/L)</u>	<u>Coliform</u> <u>Bacteria</u>	<u>E.Coli</u>
05/11/2023	Well #6	/	Absent	
05/11/2023	Well #7	/	Absent	
05/11/2023	Treatment Plant Effluent	0.33 / 3.90	Absent	
05/11/2023	City Shop	0.12 / 1.48	Absent	
05/11/2023	Lutheran Church	0.03 / 1.12	Absent	
05/11/2023	Sinclair Gas Station	0.03 / 1.46	Absent	

Staff Reports

ADMINISTRATION

1. State Bonding Request

The final date to make any changes is October 13, 2023 – we had a couple of changes recommended by the representative staffers those changes have been made. Also, the resolution passed last meeting has been forwarded on to be included in the request.

2. Financials

- a. I am still no closer to getting the financials completed. With working on the audit, figuring out the issue in previous tax filings, and being down a person in the office for a week – we are getting further behind. Please know that all of us – Nancy, Tina and I are working as hard as we can to get all of the information entered and completed.

3. Audit

- a. The audit is nearly complete. I anticipate reports in August.

4. Town Lake Beach

- a. The report was not sent prior to July 15 as indicated. I have been told that it should be emailed this week. Once here, I will bring it to the Park & Rec committee for review.

5. In addition to the regular monthly tasks, utility billing and payroll, in June, we processed

- a. 8 campsite rentals
- b. 14 pet licenses
- c. 7 building permits
- d. 0 rental registrations (2 still on the books)
- e. 19 properties (70 units) had inspections completed

6. The 2 property owners forwarded to the police department for rental registration enforcement did not respond in June.

7. Banyon Goals

- a. Utility Billing & Fund Accounting – by January 1, 2024

8. Bylaw Changes

- a. We are still working to get this accomplished. The goal is to have bylaws typed up for Council to review by the end of the year.

Old Business

New Business

DNR CONTRACT FOR WANNIGAN REGIONAL PARK

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
Environment and Natural Resources Trust Fund**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and City of Frazee, PO Box 387, 222 Main Ave. W., Frazee, MN, 56544 ("Grantee").

Recitals

1. Under Minn. Stat. §84.026 the Department of Natural Resources is empowered to enter into grant agreements.
2. Under M.L. 2023, Chp. 60, Art. 2, Sec. 2, Subd. 09b, Wannigan Regional Park Land Acquisition Phase I, \$727,000 the first year is from the trust fund to the commissioner of natural resources for an agreement with the city of Frazee to acquire land for protecting and enhancing natural resources and for future development as Wannigan Regional Park, where the Heartland State, North Country National, and Otter Tail River Water Trails will meet. Initial site development or restoration work may be conducted with this appropriation.
3. The State awards to the Grantee for the purpose of conducting the program entitled Wannigan Regional Park Land Acquisition Phase I in the manner described in the Grantee's approved Work Plan.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement and Minn. Stat. Ch. 116P. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1. **Effective date:** July 1, 2023

Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

Expiration Date: June 30, 2025

1.2.1 The appropriation is available until June 30, 2025 by which time the project must be completed and final products delivered. For acquisition of real property, the appropriation is available for an additional fiscal year if a binding contract for acquisition of the real property is entered into before the expiration date of the appropriation. If a project receives a federal award, the period of the appropriation is extended to equal the federal award period to a maximum trust fund appropriation length of six years.

1.2.2 In the event this grant contract agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, is the end date. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on August 30, 2025.

1.3 **Survival of Terms**

The following clauses survive the expiration or cancellation of this grant contract agreement: 10 Liability; 11 State Audits; 12 Government Data Practices and Intellectual Property; 15 Acknowledgment and Endorsement; 16 Governing Law, Jurisdiction, and Venue; 18 Data Disclosure; 23 Monitoring; and 26 Program Requirements.

2. **Incur Expenses**

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, or the date the Work Plan is approved, whichever is later, are eligible for reimbursement unless otherwise provided in M.L. 2023, Chapter 60, Article 2.

3. Grantee's Duties

The Grantee, who is not a state employee, will:

4. See Attachment A, approved work plan, which is incorporated and made a part of this agreement. If applicable, the Grantee shall provide the State's Authorized Representative a copy of the revised work plan and the corresponding ENRTF approval letter within one week of any ENRTF approved changes to the work plan.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, subd 4 (a)(1), Minn. Stat. Ch.116P, and M.L. 2023, Chapter 60, Article 2.

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State (see Section 8.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping, and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

Time

The Grantee must comply with all the time requirements described in this grant contract agreement.

Consideration and Payment

Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

Consideration.

4.1.1 *Compensation*

Compensation in an amount not to exceed \$727,000 based on the following computation:
See Attachment A for project budget.

4.1.2 *Matching requirements*

Grantee certifies that the following matching requirement for the grant will be met by GRANTEE. The total project cost is \$727,000. Grantee agrees to match at least \$0.00 of this project cost.

4.1.3 *Total Obligation*

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Seven Hundred Twenty Seven Thousand Dollars and No Cents dollars.

4.1.4 Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

Payment

4.2.1 *Payment*

The State shall disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee shall submit payment requests with required expenditure documentation, as defined in the current Reimbursement Manual, to the State for review and approval. The Grantee shall submit payment requests on a regular basis (i.e. quarterly).

If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case-by-case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

4.2.2 *Retainage*

The final reimbursement will be paid out when the State determines that the Grantee has satisfactorily fulfilled all the terms of this agreement, unless otherwise excluded by the State in writing.

Use of Funds

The Grantee shall use the proceeds of this agreement only for the eligible direct expenditures of the program as described in the approved work plan.

The Grantee may provide portions of the proceeds of this agreement to the State. Work done by the State must be so specified in the approved work plan. A letter shall be submitted to the State's Authorized Representative and include: work to be accomplished; the specific area of the work plan authorizing the work; the portion of the proceeds to be used by the State; and the name, title, address, phone number and e-mail address for the State's staff member assigned to accomplish the work. The State will have the opportunity to review the letter and approve the work prior to accepting the funds. The Grantee's proceeds available under clause 4, Consideration and Payment, of this agreement shall be reduced by the amount provided for State use. In return, the State agrees to report back to the Grantee as to how appropriation funds were spent once the work is completed.

Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee will be bound to the most recent Reimbursement Manual, as provided by the State each state fiscal year.

Authorized Representative

The State's Authorized Representative is Katherine Sherman-Hoehn, Grants Manager, (651) 259-5533, katherine.sherman-hoehn@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Stephanie Poegel, PO BOX 387, 222 Main Ave. W., Frazee, MN, 56544, cityadmin@frazeecity.com, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

Assignment Amendments, Waiver, and Grant Contract Agreement Complete

Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the State. The Grantee will refer to the Subcontractors section in the current Reimbursement Manual, as provided by the State.

Per Minn. Stat. §471.345, grantees that are Municipalities as defined in Subd. 1 must follow the law.

- 9.2.1 The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 9.2.2 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statue 177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 9.2.3 The grantee must not contract with vendors who are suspended or debarred in MN: Link to Suspend/Debarred Vendor Report
(<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>)

Nongovernmental Organizations

Must follow the below requirements or submit a copy of their organization's contracting policies via Attachment B for review and possible approval by the State's Authorized Representative. If the thresholds change during the life of the grant, the Grantee must follow the most current Reimbursement Manual guidelines.

- 9.3.1 Any services and/or materials that are expected to cost \$100,000 or more must undergo formal public notice and solicitation process.
- 9.3.2 Any services and/or materials that are expected to cost between \$25,000 and \$99,999 must be based on three (3) verbal quotes or bids.
- 9.3.3 Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- 9.3.4 The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.
 - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

- 9.3.5 The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. See Attachment C: Conflict of Interest Disclosure
- 9.3.6 The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- 9.3.7 Notwithstanding 1- 3 above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- 9.3.8 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 9.3.9 The grantee must not contract with vendors who are suspended or debarred in MN: [Link to Suspend/Debarred Vendor Report](https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp)
(<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>)

Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Government Data Practices and Intellectual Property Rights

Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

5. Intellectual Property Rights (if applicable)

The Grantee will comply with Minnesota Statutes, Chapter 116P.10.

6. Criminal Background Checks

A recipient of an appropriation that is receiving funding to conduct children's services, as defined in Minnesota Statutes, section 299C.61, subdivision 7, must certify to the Legislative-Citizen Commission on Minnesota Resources, as part of the required work plan, that it performs criminal background checks for background check crimes, as defined in Minnesota Statutes, section 299C.61, subdivision 2, on all employees, contractors, and volunteers that have or may have access to a child to whom the recipient provides children's services using the appropriation.

7. Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

8. Acknowledgment and Endorsement

9. Acknowledgment

The Grantee must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation.

Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund.

15.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

10. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination

12. Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13. Termination by the Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15. Use of Funds as Match to Other Grants or Programs

The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

- a. The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).
- b. The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

American Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d. Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e. Any other applicable non-discrimination law(s).

Reporting Requirements

The Grantee is bound to reporting requirements in Minn. Stat. §116P, M.L. 2023, Chapter 60, Article 2, Attachment A, as well as Attachments D and E (if applicable).

Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

Invasive Species Prevention

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: [Link to](#)

Operational Order 113

(http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf)

Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts](http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf) (http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

Program Requirements

The grantee must comply with the most current versions of Attachments A, B, C, D, and E as attached and incorporated into this grant contract agreement.

Attachments

- ☒ A. Current Work Plan with ENRTF Approval Letter
- ☐ B. Non-governmental Organization Subcontracting (if applicable)
- ☒ C. Conflict of Interest Disclosure
- ☒ D. Reimbursement Manual
- ☒ E. Land Acquisition Reporting Procedures (if applicable)