



CITY COUNCIL MEETING AGENDA

August 23, 2023 ~ 4:30 p.m. ~ Frazee Fire Hall

[ZOOM LINK](#)

1. Call the Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Open Forum
 - a. [FCDC – Polly Andersen](#)
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. [Rental Agreement with F-V School District for 7/1/2023 to 6/30/2024 for the LARL LINK Site](#)
9. Adjournment

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT (“**Agreement**”) is made as of **MONTH DAY, 2023**, (**Date of recording proposed to be in November 2023**) by

The City of Frazee of 222 West Main Street, PO Box 415, Frazee, Minnesota 56544 (“**Grantor**”), and the NORTH COUNTRY TRAIL ASSOCIATION, Incorporated, a Michigan nonprofit corporation, of 229 E. Main Street, Lowell, Michigan 49331 (“**Grantee**”), based on the following facts:

- C. Grantor is the owner of certain real property situated in the City of Frazee, Becker County, State of Minnesota, legally described in **Exhibit A** attached to this Agreement (“**Property**”);
- B. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170 of the Internal Revenue Code, whose primary purposes include the protection, promotion, and development of the North Country National Scenic Trail; and
- C. Grantor desires to grant to Grantee an easement on the portion of the Property described in **Exhibit B** (“**Easement Area**”) attached to, and incorporated into, this Agreement, and Grantee desires to accept that easement.

Accordingly, Grantor and Grantee agree as follows:

- 1. Incorporation of Definitions.** The above definitions and facts are incorporated into this Agreement.
- 2. Grant of Easement.** Grantor grants, transfers and conveys to Grantee, for the benefit of the public and subject to the terms of this Agreement, a perpetual easement and right-of-way for ingress, egress, and access by and for the public over and across the Easement Area for the installation, construction, reconstruction, maintenance, repair, inspection, management, and public use of a footpath, currently known as a section of the North Country National Scenic Trail, (hereafter referred to as “the Trail”), including any trail-related infrastructure such as stairs, benches, bridges, cribbing, boardwalks, railings, erosion control devices, culverts, ditches, gates, barriers, stiles, and signage. Creation, maintenance, and repair of trails, trail infrastructure, and supplementary trail structures and improvements may include mowing, cutting or removal of soil, rock, stumps, trees, brush or other vegetation; application of gravel, crushed stone or wood chips; or other means of creating trail surfaces and/or identifying a trail.
- 3. Purposes, Conditions, Restrictions, Reserved Rights.**
 - a. *Purposes and Public Use of Easement Area.* The Grant of Easement is established for public, non-motorized, passive recreational trail purposes, such as backpacking, walking, hiking, jogging, running, cross-country skiing, snowshoeing, bird watching, nature study, and camping. Bicycling, the use of pack animals or animals for personal transportation, and the use of all motorized vehicles on the Trail (except for construction, maintenance, and repair thereof, or for emergency access by public safety officials for purposes such as wildfire suppression or medical evacuation) are prohibited. Grantee, in its sole discretion, shall have the right to regulate or restrict any uses by the public, including those listed above, which Grantee determines to be unsafe or otherwise detrimental to the continued use and vitality of the Trail or the condition of the Easement Area. No fee shall be charged for access to the Easement Area or for any permitted public use thereof.
 - b. *Condition and Location of the Trail and Easement Area.* The Trail through the Easement Area shall be indicated on the Property by paint blazing, directional signage, or other standard means of marking a trail. The Trail and Easement Area shall remain unpaved except where it may cross other paved trails and park access roads. The location of the Trail within the Easement Area may be changed by the Grantee from time to time at its discretion and expense without changing the location of the Easement Area on the Property. The location of the Easement Area on the Property may be changed from time to time only with the written consent

of both the Grantor and Grantee. Any such change to the location of the Easement Area shall be recorded in the official real property records of the County where the Property is located. All costs in connection with changes shall be borne by the party that initiates the change. The Trail may also need to be temporarily relocated due to natural disaster, logging activity, etc. Such temporary changes shall be agreed upon by both the Grantor and Grantee.

c. *Promotion of the Trail.* Grantee shall have the right to make the public aware of the Trail on the Property via media (including but not limited to articles, notices, maps, advertisements, and electronic applications) and to apply to have the route of Trail through the Property recognized as an official public trail by way of public planning processes or government certification programs. Any such recognition or certification of the route of the Trail shall not be construed to alter or modify the terms of this Agreement or further restrict the rights of the Grantor.

d. *Grantor Activities and Structures within the Easement Area.* Grantor use of the Easement Area is limited to the following activities:

- i. Conservation land-related activities including agriculture, forestry, ecological management, and recreational uses, provided that such uses do not interfere with the purposes of this Agreement;
- ii. The construction and use of paths and access ways used for farming, forestry, ecological management, outdoor education, and recreational purposes, provided such improvements cross the Easement Area at a perpendicular angle and are not so numerous they detract from the purposes of this Agreement;
- iii. The construction and use of campsites, a park interpretive center, park utility buildings, and any other structures necessary for park usage and in alignment with a nature-based park, as defined by the State of Minnesota's Greater Minnesota Parks and Trails Commission, within the Easement Area, provided such construction does not block the Trail;

Except as provided for above, Grantor shall not introduce any structures or improvements into the Easement Area. Grantor's use of the Easement area shall not cause more than minimal, temporary disruption to public access.

e. *Hazard Trees.* Grantee shall have the right to remove or trim hazard trees on the Grantor's Property within and beyond the boundaries of the Easement Area where such trees threaten the structural integrity or safe public use of trail infrastructure or supplementary trail structures and improvements.

f. *Property of Grantee:* Any trail infrastructure or supplementary trail structures or improvements constructed or paid for within the Easement Area by the Grantee or its designees shall be considered the sole property of the Grantee unless otherwise agreed upon in writing by both Grantor and Grantee.

4. Right to Suspend Public Use of the Easement Area.

a. Grantee or its designee, in its sole discretion, shall have the right, from time-to-time, to temporarily suspend or limit public use of the Easement Area or a portion thereof. Grantee shall notify Grantor of any such closure.

b. Subject to approval by the Grantee, which approval shall not be unreasonably denied, Grantor may temporarily close portions of the Trail or Easement Area during property maintenance activities provided such closures do not unduly compromise the purposes of this Agreement. Grantor shall make a reasonable effort to provide a safe alternate route for the Trail during such closures.

c. Grantor and Grantee, individually or cooperatively, shall have the right to expel or exclude certain members of the public from the Easement Area and Trail where such individuals or groups have willfully engaged in activities or uses detrimental to the purposes of this Agreement.

5. **Maintenance of Easement Area.** Grantor has no responsibilities for maintenance of the Easement Area except to the extent necessary to repair damage caused by Grantor, nor does Grantee have such responsibilities except as needed for repair of damage caused by Grantor.

6. **No Liability.** Nothing in this Agreement limits the ability of Grantor or Grantee to avail themselves of the protections offered by any applicable law affording immunity or limitations of liability to them, including without limitation, to the extent applicable, Minnesota Statute §§ 604A.20 to 604A.27, as amended from time to time.

7. **Easement Runs with Land; Successors and Assigns.** This Agreement shall bind and run with the land forever, and shall inure to the benefit and burden of Grantee and Grantor and their respective successors and assigns whether or not subsequent owner(s) had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer as being subject to this Agreement.

8. **Termination/Modification.** In the event that the Grantee determines that the Easement Area is no longer needed or desirable, Grantee may terminate this Agreement by written instrument duly signed, acknowledged, and recorded by Grantee with the Register of Deeds. This Agreement may only be modified or amended by a written instrument executed by both the Grantor and Grantee (or their successors in interest).

9. **Requests and Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally, sent by first class mail postage pre-paid, or communicated by secure electronic means previously agreed upon by both Grantor and Grantee. Requests and notices from the Grantor regarding the temporary suspension of public access to the Easement Area shall be communicated to Grantee not less than 30 days before the intended public access suspension.

10. **Consideration.** The Grantor acknowledges receipt of the sum of \$1 dollar in consideration of the grant of this Agreement.

11. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

12. **Warranty.** The Grantor warrants to the Grantee that the Easement Area is, as of the date of this Agreement, free and clear of all liens, leases, easements, rights of way, or other enforceable rights that would prevent the construction of the Trail, inhibit reasonable public use of the Trail, or otherwise restrict the terms of this Agreement.

13. **Entire Agreement.** This is the entire agreement of Grantor and Grantee pertaining to its subject matter. The terms of this Agreement supersede in full all statements and writings between Grantor and Grantee pertaining to the NCNST in relation to the Property.

Grantor and Grantee have signed this Agreement as of the date first written above.

GRANTOR:

City of FRAZEE

By _____
Person's name spelled out here

By _____
Person's name spelled out here, role, Trust or corporation name etc.

STATE OF MINNESOTA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2023, by _____ persons, or persons being witnessed in _____ roles for trust or corporations, etc.

Notary public, State of _____, County of _____
My commission expires
Acting in the County of _____

GRANTEE:
NORTH COUNTRY TRAIL ASSOCIATION, INCORPORATED

By _____
Andrea Ketchmark, Executive Director

STATE OF MICHIGAN

)

) ss:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me on _____, 2023, by Andrea Ketchmark, the Executive Director of the North Country Trail Association, Incorporated, on behalf of the corporation.

Notary public, State of Michigan, County of _____
My commission expires
Acting in the County of _____

Prepared by/Return To:
Andrea Ketchmark
North Country Trail Association
229 E Main St
Lowell, MI 49331

EXHIBIT A
Legal Description of Property

Real property located adjacent to the City of Frazee and within Becker County, State of Minnesota:

Parcel 030239001

30.85 acres

Section 26 Township 138 Range 040

NE1/4 NE1/4 LESS PT: BEG NE COR, W 239.45', S AL RD 1360.21', E 462.66', N 1328.59 TO POB.

Parcel 030237003

126.9 acres

Section 26 Township 138 Range 040

26-138-40 PT S1/2 NE1/4, PT N1/2 SE1/4: COMM NW COR SEC 26, E 26.35.5', S 3332.24', E 548.44', S 466', E 298.46', SE 121.29' TO POB;M NW 121.29', W 298.46', N 466', W 548.44', N 1996.38', E 2170.19', S 128.13', W 187.33', S 388.8' TO RIVER, SWLY AL RIV 738.26', SE 758.91', E 401.55', TO W LN RD, SLY AL RD 1339.23', W 1669.66', TO W LN RIVER, NLY TO POB.

EXHIBIT B
Description of Easement Area

The Easement Area shall include the following parts of the Property described in Exhibit A:

A corridor fifty (50) feet in width beginning on the southwest side of the Property at North River Drive thence in a northerly direction, more or less, through the center of the Property, westerly of the Otter Tail River, to the north side of the Property at 120th Street. The fifty (50) foot wide corridor shall be centered around the future route of a section of the footpath known as the North Country National Scenic Trail and shall include sufficient natural, off-road land above the highwater mark of the Otter Tail River on which to reasonably construct a dry footway and reduce impacts to the bank of the river.

The prospective route of the footpath known as the North Country National Scenic Trail shall be subject to review and approval by the National Park Service at a future date, then flagged out and constructed under supervision of the North Country Trail Association, which processes shall determine the precise location of the Easement Area on the Property.

Consent Agenda

MINUTES – AUGUST 14, 2023

1. Call the Meeting to Order
 - a. Meeting called to order at 6:00 pm by Mayor Mark Flemmer at the Frazee Fire Hall.

2. Roll Call
 - a. Members Present: Mark Flemer, Andrea Froeber, Mark Kemper, James Rader, Mike Sharp
 - b. Members Absent: None
 - c. Staff: Scott Luhman, Stephanie Poegel, Tyler Trieglaff
 - d. Contracted Services: Kris Carlson – Ulteig; Colleen Hoffman – Hoffman, Philip & Martel; Tom Winters – Ramstad, Skoyles, Winters & Bakken, P.A.
 - e. Guests: Rick Schara – West Central Initiative; Hank Ludke, Denise Anderson, Polly Andersen, Lois Moe, Mary Safgren (ZOOM); Patrick Hollister – PartnerSHIP4Health (ZOOM); Jillian Reiner – Widseth (ZOOM)

3. Pledge of Allegiance

4. Public Hearing to Hear Comment on Ordinance 167 ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES
 - a. Opened at 6:00 pm
 - b. No public comments
 - c. Closed at 6:02 pm

5. Open Forum
 - a. Colleen Hoffman – Philip, Hoffman & Martell
 - i. Water, Sewer, and Liquor Store made profit in 2022; Event Center is still struggling
 - b. Rick Schara – West Central Initiative
 - i. Schara presented info on the services WCI provides for economic development, rural elected leaders programs, grant and loan programs
 - ii. WCI has given nearly \$300,000 in grants and loans to groups, businesses, and organizations in Frazee last year
 - c. Polly Andersen – FCDC
 - i. Update on the bonding tour on August 15, 2023 at 4:50 pm
 - ii. Update on land transfer moving forward
 - iii. North Country Trail will need an easement across the property for their trail – the easement will be completed after the transfer of property from the FCDC to the City
 - iv. Discussion on the newest design map

6. Consent Agenda

- a. Meeting Minutes
- b. Approval of Claims
- c. Income Statement – April 2023
- d. Notes from the Mayor
- e. Resolution 0814-23A – A Resolution of Appreciation to Tom Domres, Federal Railroad Administration

M/S/CU: Rader/Froeber to approve the consent agenda as presented

7. Committee Reports

- a. Liquor Store Committee
 - i. Met with sign salesman – Flemmer gathered 2nd quote to be reviewed at next committee meeting
 - ii. Event Center is now being charged for their liquor
- b. Parks & Recreation Committee
 - i. Visited with Andersen on Project 412 who do arts grants; may have grant available for art projects in Frazee; Andersen to get in contact with EDA regarding a possible FCDC/EDA partnership
 - ii. No update on Eagle Lake Park
 - iii. Waiting for SHPO for Town Lake Beach project
 - iv. Comp Plan tasks are being checked off
 - v. Froeber working on the unidentified parcel by Hank Ludke Park
 - vi. Worlds Smallest Museum – Frank Daggett is on boards, but right now we have higher priorities of the River Walk and bike programs
- c. Public Safety Committee
 - i. Cameras are working; need to get fine tuned; possibly adding Wannigan Park to the system
- d. Employee Safety Committee
 - i. Will talk at next personnel and finance meeting
- e. Planning & Zoning
 - i. A new development is being proposed near Wannigan Park; discussed logistical challenges including getting infrastructure installed and how other towns help with financing for it
 - ii. Recycling/Solid Waste ordinance moved forward to Council
 - iii. Ordinance 167 – Prohibition of smoking cannabis in public spaces moved forward; discussion on the non-need for a moratorium for cannabis sales dues to the state handling licensing
- f. Economic Development Authority
 - i. Wunderlich working with lenders
 - ii. NDA looking for funding
 - iii. Questions on how to make parking easier at Seip/Sanders; Olson is looking at getting wall shored up
- g. Lakeside Cemetery Liaison
 - i. Stephenson checking on possibly removing building
 - ii. Need to think about having road resurfaced in next 5 years

- h. Frazee School District
 - i. Fall activities started
 - ii. New elementary principal
 - iii. Will be at the bonding tour

8. Old Business

- a. Heartland/Wannigan Trail Connection
 - i. Carlson presented the plan for the Heartland Trail to Wannigan Park connection trail
 - ii. Possibly utilize TA grant similar to the one used on the Hwy 87 project
 - iii. Possibly utilize the Active Transportation grant for planning and infrastructure
 - iv. Funding was not a part of the scope of the current grant
 - v. Reiner presented on the Vergas to Frazee and Vergas to Maplewood trails
 - vi. Hollister presented on the next steps; possibly using TAP (federal funds) grants; letter of intent due in November with full application due in January
 - vii. Frazee to Vergas will be an OtterTail County project
- b. Employee Safety Program

M/S/CU: Froeber/Sharp to proceed with Employee Safety Program from SafeAssure at a cost of \$4,684.50

9. New Business

- a. Transfer of White Turkey Park to All-n-All in Exchange for the Old Building Behind All-n-All (possible Museum)
 - i. Discussed concerns of building ownership, condition of building, possible asbestos
 - ii. Consensus to not proceed
- b. Interstate Traffic Signs Quote
 - i. Two quotes \$7,100 and \$8,500; company is MN DOT approved
 - ii. Kemper stated Public Safety committee did study showing that signs aren't needed; Flemmer stated people at The Palace say differently
 - iii. PD has 1 speeding complaint since the Hwy 87 project was completed; bigger concern is Cty 29 and Cty 10 coming in and going out of town
 - iv. Some towns put sin in pickup or on a trailer and move it based on where the problem is at
 - v. Flemmer to get quote from TapCo for portable sign and will be sent to public safety committee for review
- c. Ordinance 167 – ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVE PRODUCTS IN PUBLIC PLACES

M/S/CU: Kemper/Rader to approve Ordinance 167 – ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVE PRODUCTS IN PUBLIC PLACES

- d. Ordinance 168 – ORDINANCE AMENDING CHAPTER 8-4 OF THE FRAZEE CITY CODE REGARDING THE REGULATION, COLLECTION, AND DISPOSAL OF

RECYCLABLES, SOLID WASTE AND OTHER WASTE AND APPEALING
ORDINANCE 123 AND REPLACING IT WITH ORDINANCE 168

- i. Poegel to send correct version to Council Members; will have public hearing at September 11, 2023 meeting

10. Addendum

- a. Approval of Additional Claims
- b. Trieglaff going to Death Scene Investigation training and ALICE training
- c. Trieglaff discussed legislative changes regarding all agents of the school, including School Resource Officers
- d. Discussion on foreclosed property on Lake Street

11. Adjournment

M/S/CU: Sharp/Kemper to adjourn at 8:06 pm

Respectfully Submitted,

Stephanie C. Poegel
City Administrator

Consent Agenda

APPROVAL OF CLAIMS
No claims this meeting

Staff Reports

EVENT CENTER

Staff Reports

FIRE DEPARTMENT

In July we had 6 calls

- 3 landing zones
- 2 hazmat
- 1 mutual aid

We received a \$15k grant from BNSF, which will be used to help pay for our new grass rig. We also received an AFG (Assistance to Firefighters Grant) for almost \$15k, which will be used to purchase wildland gear. That will help reduce wear and tear on our structure gear, and it is also much lighter and cooler than the structure gear.

We will be holding firefighter testing on Wednesday, September 6th.

Staff Reports

LIQUOR STORE

Staff Reports

POLICE DEPARTMENT

Staff Reports

PUBLIC WORKS

Staff Reports

ADMINISTRATION

1. State Bonding Request

Thank you everyone who had a part in the Senate Tour! We had seven senators visit Frazee and learn about the North River Drive Loop Project and Wannigan Regional Park. Without everyone who planned, donated, attended, and spoke during the tour we wouldn't have had the great showing we did. It was a wonderful experience and I am convinced that not only did each of the senators go away with knowledge of our project, they will never forget the experience we provided for them in Frazee. Thank you!

2. Financials

- a. April's financials were in the packet for the first meeting this month. I am working on completing the next few months, in addition to getting a preliminary budget prepared for the September meeting. We will need to approve a preliminary tax levy resolution at the September 27 meeting.

3. Audit

- a. The audit is complete and you heard Colleen's report at the August 14 meeting.

4. Town Lake Beach

- a. I called SHPO, left a message and have not heard back yet.

5. Event Center/Liquor Store Report

- a. The report is being prepared, we should have it by the end of the month.

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

- a. 14 campsite rentals
- b. 1 pet licenses
- c. 1 building permits
- d. 1 rental registrations (1 still on the books)
- e. 18 properties (85 units) were inspected,

7. One of the property owners forward to the police department paid their registration fee. The second property owner paid the late fee, but did not pay the registration fee. We are working on collection of that fee and getting his property inspected.

8. Banyon Goals

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

9. 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

RENTAL AGREEMENT WITH F-V SCHOOL DISTRICT FOR 7/1/2023 TO 6/30/2024 FOR THE LARL LINK SITE

Rental Agreement
July 1, 2023 - June 30, 2024
Frazee-Vergas School District and the City of Frazee-Vergas Schools

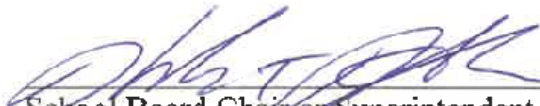
This agreement is a binding agreement between the Frazee-Vergas School District #23 and the City of Frazee. The purpose of this agreement is for costs associated with the operation of the Lake Agassiz Regional Library within Frazee-Vergas School District #23 property.

The City of Frazee agrees to pay the Frazee-Vergas School District #23 \$275 a month. The City of Frazee shall submit payment to the Frazee-Vergas School District #23 by the 15th day of each month.

If, at the end of a three-month period, the site is determined not viable for the regional library system, or not valuable to the community, the City of Frazee or the Frazee-Vergas School District #23 may terminate this agreement with 30 days notice, without penalty or recriminating. If the property is determined to be viable and valuable to both parties, they may reconfirm an agreement for the remainder of the first year by signing and updating this document.

Mayor or City Council Designee
For the City of Frazee

Date



School Board Chair or Superintendent
Frazee-Vergas School District #23

Date

8/14/2023