



## **CITY COUNCIL MEETING AGENDA**

May 22, 2024 ~ 5:00 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 – [May 8, 2024](#)
  - b. Income Statements
  - c. [Approval of Claims](#)
  - d. [LG220 Application for Exempt Permit – Hornets Hive](#)
6. Staff Reports
  - a. [Fire Department](#)
  - b. [Event Center](#)
  - c. [Liquor Store](#)
  - d. [Police Department](#)
  - e. [Rescue](#)
  - f. [Public Works](#)
    - i. [Notice of Exceedance Copper Action Level](#)
    - ii. Sale of used HVAC units
  - g. [Administration](#)
7. Public Hearing for the [City of Frazee Wellhead Protection Plan](#)
  - a. Open Public Hearing at 6:01 pm
  - b. Public Comment
  - c. Close Public Hearing
  - d. City of Frazee Wellhead Protection Plan Approval  
\*The link is to the WHPP on our website – for a hard copy, please contact City Hall.
8. Old Business
  - a. Council Pay Increase Discussion

- b. Salary Classification & Compensation RFP Selection (RFP's are available at City Hall)

9. New Business

- a. [Public Art License Agreement](#)

10. Council Member Comments

11. Addendum

12. Adjournment

# Consent Agenda

MINUTES – MAY 8, 2024

1. Call the Meeting to Order
  - a. Meeting called to order by Mayor Mark Flemmer at 5:00 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, Tyler Trieglaff
  - d. Contracted Services: Chris Thorson – Ulteig; Tom Winters – Ramstad, Skoyles, Winters & Bakken P.A.
  - e. Guests: Katie Grindall, John Okeson, Ashley Renollet, Heather Perrine, Travis Perrine
  
3. Pledge of Allegiance
  
4. Open Forum
  - a. The Perrine's asked about any ordinances regulating the parking on Main Ave. They were informed that there are no ordinances regulating the parking on Main Ave.
  - b. Okeson notified Council that the Agreement for Reconstruction of C.S.A.H #30 was approved by Becker County
  
5. Consent Agenda
  - a. Meeting Minutes – April 23, 2024; April 24, 2024
  - b. Income Statements
  - c. Approval of Claims
  - d. Notes from the Mayor
  - e. North Country Trail Easement
  - f. LG220 – Knights of Columbus #12581

**M/S/CU:** Sharp/Froeber to approve consent agenda as presented

6. Committee Reports
  - a. Parks & Recreation Committee – Written report reviewed
  - b. Planning & Zoning Commission - Written report reviewed
  - c. Economic Development Authority - Written report reviewed
  - d. Wannigan Regional Park Committee - Written report reviewed
    - i. Renollet provided updates regarding the troll, signs, gates, utilities, ineligibility for DNR Outdoor grant and GMRPTC grant
    - ii. Not currently included in the bonding bill; Froeber stated everyone should still be reaching out to the committee chairs to be included in the future bonding
  - e. Lakeside Cemetery Liaison

- i. Planning to fix area at entrance to cemetery
- f. Frazee School District
  - i. Day of Caring was today – it was busy and good

**M/S/CU:** Froeber/Rader to accept the committee reports as presented

7. Old Business

- a. East Main Project – Agreement for Reconstruction of County State Aid Highway No. 30

**M/S/CU:** Kemper/Rader to approve agreement with Becker County for C.S.A.H. #30

- b. East Main Project – Bid Results

8. New Business

- a. Mickelson Property RFP Discussion
- b. Grindall answered questions presented to her prior to the meeting.

9. Council Member Comments

- a. Froeber thanked the students for their work during the Day of Caring and stated they did a great job and wants them to know the City's appreciation
- b. Sharp asked about Eagle Lake Park – Winters replied that it is on pace to close in May
- c. Winters stated he will be submitting a monthly report with legal updates

10. Addendum

- a. Approval of Additional Claims

**M/S/CU:** Kemper/Sharp to approve additional claims

- b. MN Energy Easement – East Main Ave – East Main Project

**M/S/CU:** Froeber/Rader to approve MN Energy Easement – East Main Avenue

- c. MN Energy Easement – River Drive S – East Main Project

**M/S/CU:** Sharp/Froeber to approve MN Energy Easement – River Drive South

- d. Resolution 0508-2024A – Authorization Accepting Bids – EAST MAIN

**M/S/CU:** Sharp/Kemper to approve Resolution 0508-2024A

11. Adjournment

**M/S/CU:** Froeber/Rader to adjourn at 6:01 pm

Respectfully submitted,  
*Stephanie C. Poegel*  
Frazee City Administrator

# Consent Agenda

APPROVAL OF CLAIMS



## CITY OF FRAZEE Payments

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Current Period: April 2024

Payments Batch 04302024GENADD **\$236.88**

Refer	0 IRS	Ck# 000073E 4/30/2024	
Cash Payment	G 100-21703 FICA Tax Withholding	PP #1 ELECTION 4-11-2024	<b>\$236.88</b>
Invoice	4/12/2024		
Transaction Date	5/14/2024	Main Checking 10100	<b>Total \$236.88</b>

### Fund Summary

	10100 Main Checking	
100 GENERAL FUND		\$236.88
		<u>\$236.88</u>

Pre-Written Checks	\$236.88
Checks to be Generated by the Computer	\$0.00
Total	<u>\$236.88</u>



Payments

Current Period: May 2024

Payments Batch 05222024GEN1		\$8,621.19	
Refer	0 B & D TRANSPORT INC	-	
Cash Payment	E 100-43100-408 Repairs/Maint Vehicles	Mounted & Balanced 4 Tires on White F250 Odometer: 85,747	\$916.46
Invoice	21945	5/2/2024	
Transaction Date	5/13/2024	Main Checking 10100	<b>Total \$916.46</b>
Refer	0 CORE & MAIN LP	-	
Cash Payment	E 801-49400-210 Operating Supplies (GE	AYM 5614RL 1-1/4 Repair Lid F/Curb Box	\$478.98
Invoice	U855620	5/8/2024	
Transaction Date	5/13/2024	Main Checking 10100	<b>Total \$478.98</b>
Refer	0 EDA RENTALS / MMCDC	-	
Cash Payment	R 100-32220 Rental Registration Fee	Reimburse due to overpayment on 2024 Residential Rental Registration Invoice #202403-BCH	\$40.00
Invoice		5/13/2024	
Transaction Date	5/13/2024	Main Checking 10100	<b>Total \$40.00</b>
Refer	0 GRAND FORKS FIRE EQUIPMENT	-	
Cash Payment	E 200-42200-407 Repairs/Maint Equipmen	Spectacle Kit, G1 Facepiece & Ship/Handling	\$163.87
Invoice	40656	4/22/2024	
Transaction Date	5/13/2024	Main Checking 10100	<b>Total \$163.87</b>
Refer	0 NANCY KAY KIEHL	-	
Cash Payment	E 856-48500-311 Contracts/Professional	Clean Fr. Downtown Infill Building Restrooms/Corridor/Windows	\$315.00
Invoice	April 2024	4/29/2024	
Transaction Date	5/13/2024	Main Checking 10100	<b>Total \$315.00</b>
Refer	0 CLAY COUNTY SHERIFFS OFFICE	-	
Cash Payment	E 100-42110-331 Travel/Training Expense	Imran Ali Training for 3 Attendees (\$100.00 per attendee)	\$300.00
Invoice	2421	5/3/2024	
Transaction Date	5/14/2024	Main Checking 10100	<b>Total \$300.00</b>
Refer	0 AFLAC	-	
Cash Payment	G 100-21709 Aflac/Colonial Life	T.T. Acct. CB561	\$55.17
Invoice	958685	5/7/2024	
Cash Payment	G 802-21709 Aflac/Colonial Life	D.T. Acct. CB561	\$14.04
Invoice	958685	5/7/2024	
Transaction Date	5/14/2024	Main Checking 10100	<b>Total \$69.21</b>
Refer	0 ELAN FINANCIAL SERVICES	-	
Cash Payment	E 200-42200-406 Repairs/Maint Vehicles	Timbren Vehicle Main. Suspension Kit	\$500.52
Invoice		4/12/2024	
Cash Payment	E 200-42200-331 Travel/Training Expense	All in All Travel Training Pizzas	\$108.20
Invoice		4/13/2024	
Cash Payment	E 200-42200-200 Office Supplies (GENER	Amzn Office Supplies Toner Cartridge	\$71.40
Invoice		4/17/2024	
Cash Payment	E 100-41400-324 Technology/Computer E	Microsoft Tech Comp. Cloud Back up	\$228.17
Invoice		4/2/2024	
Cash Payment	E 100-41400-324 Technology/Computer E	Microsoft Tech Comp Cloud Back up	\$42.00
Invoice		4/2/2024	



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Payments

Current Period: May 2024

Cash Payment	E 100-41400-324	Technology/Computer E	Zoom Tech Comp		\$42.95
Invoice	3/28/2024				
Cash Payment	E 601-49400-322	Postage	Postal Store Envelopes with Stamps		\$822.92
Invoice	4/9/2024				
Cash Payment	E 602-49450-322	Postage	Postal Store Envelopes with Stamps		\$822.92
Invoice	4/9/2024				
Cash Payment	E 100-49500-322	Postage	Postal Store Envelopes with Stamps for Garbage		\$822.91
Invoice	4/9/2024				
Cash Payment	E 656-46500-210	Operating Supplies (GE	Amzn Op Supp. Hand Paper Towels		\$59.86
Invoice	4/22/2024				
Cash Payment	E 100-41400-200	Office Supplies (GENER	Amzn Off. Supp Binders		\$31.12
Invoice	4/22/2024				
Cash Payment	E 100-41400-200	Office Supplies (GENER	Amzn Off Supp. Binders, Cardstock		\$71.14
Invoice	4/22/2024				
Cash Payment	E 100-41110-200	Office Supplies (GENER	Amzn Off Supp. Doc. Covers		\$16.64
Invoice	4/22/2024				
Cash Payment	E 100-41400-211	Cleaning Supplies	Amzn Cl. Supp. Trash Bags		\$46.73
Invoice	4/23/2024				
Cash Payment	E 100-41400-324	Technology/Computer E	Zoom Tech Comp Monthly, Annual		\$214.64
Invoice	4/28/2024				
Cash Payment	E 100-41400-324	Technology/Computer E	Microsoft Tech Comp		\$42.00
Invoice	5/2/2024				
Cash Payment	E 200-42200-406	Repairs/Maint Vehicles	Timbren Veh Main FRGN Trans Fee-SP		\$10.01
Invoice	4/15/2024				
Transaction Date	5/14/2024		Main Checking	10100	<b>Total</b> \$3,954.13
Refer	0 LAKES COUNTRY SERVICE COOP -				
Cash Payment	E 100-41400-324	Technology/Computer E	Dell Laptop, Dell Docking Station, Mileage		\$1,398.70
Invoice	99451	5/14/2024			
Cash Payment	E 100-41110-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24		\$104.61
Invoice	99489	5/14/2024			
Cash Payment	E 100-43100-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24		\$104.61
Invoice	99489	5/14/2024			
Cash Payment	E 100-42110-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24		\$104.61
Invoice	99489	5/14/2024			
Cash Payment	E 200-42200-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24		\$104.61
Invoice	99489	5/14/2024			
Cash Payment	E 100-41400-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24		\$104.61
Invoice	99489	5/14/2024			
Transaction Date	5/14/2024		Main Checking	10100	<b>Total</b> \$1,921.75
Refer	0 ARVIG ENTERPRISES INC -				
Cash Payment	E 100-41400-321	Telephone	Account #0002584846 001 8		\$171.43
Invoice	5/8/2024				
Cash Payment	E 100-42110-321	Telephone	Account #0002584846 001 8		\$112.46
Invoice	5/8/2024				
Cash Payment	E 601-49400-321	Telephone	Account #0002584846 001 8		\$90.95
Invoice	5/8/2024				
Cash Payment	E 100-43100-321	Telephone	Account #0002584846 001 8		\$86.95
Invoice	5/8/2024				



Payments

Current Period: May 2024

Transaction Date	5/14/2024	Main Checking	10100	<b>Total</b>	<b>\$461.79</b>
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Fund Summary

	10100 Main Checking	
100 GENERAL FUND		\$5,057.91
200 FIRE FUND		\$958.61
601 WATER FUND		\$1,392.85
602 SEWER FUND		\$836.96
656 EDA - Downtown Infill		\$374.86
		<hr/>
		\$8,621.19

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$8,621.19
<b>Total</b>	<hr/> <b>\$8,621.19</b>





Payments

Current Period: May 2024

Payments Batch 05222024LSEC1 \$8,296.27

Refer	0	<u>BERGSETH BROS</u>	-		
Cash Payment	E 609-49750-252	Beer For Resale	Beer		\$1,116.75
Invoice	345884	5/9/2024			
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	Soft Drinks/Mix for Resale		\$167.00
Invoice	345882	5/9/2024			
Cash Payment	E 609-49750-252	Beer For Resale	Coors & Twisted Tea		\$230.50
Invoice	345883	5/9/2024			
Cash Payment	E 609-49750-252	Beer For Resale	CREDIT Coors & Twisted Tea		-\$230.50
Invoice	345883	5/9/2024			
Transaction Date	5/13/2024		Liquor Store	10101	<b>Total</b> \$1,283.75
Refer	0	<u>BEVERAGE WHOLESALERS, INC</u>	-		
Cash Payment	E 609-49750-252	Beer For Resale	Beer		\$453.25
Invoice	326839	5/9/2024			
Transaction Date	5/13/2024		Liquor Store	10101	<b>Total</b> \$453.25
Refer	0	<u>VIKING COCA COLA BOTTLING CO</u>	-		
Cash Payment	E 609-49751-254	Soft Drinks/Mix For Res	Soft Drinks/Mix for Resale		\$122.50
Invoice	3388992	5/8/2024			
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	Soft Drinks/Mix for Resale		\$159.95
Invoice	3388992	5/8/2024			
Cash Payment	E 609-49751-210	Operating Supplies (GE	Operating Supplies		\$128.00
Invoice	3388992	5/8/2024			
Transaction Date	5/13/2024		Liquor Store	10101	<b>Total</b> \$410.45
Refer	0	<u>DS BEVERAGES INC</u>	-		
Cash Payment	E 609-49750-252	Beer For Resale	Beer		\$1,211.30
Invoice	784343	5/8/2024			
Transaction Date	5/13/2024		Liquor Store	10101	<b>Total</b> \$1,211.30
Refer	0	<u>SMALL LOT COOP LLC</u>	-		
Cash Payment	E 609-49750-253	Wine For Resale	Wine		\$206.40
Invoice	MN76970	5/8/2024			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor		\$376.23
Invoice	MN76970	5/8/2024			
Transaction Date	5/13/2024		Liquor Store	10101	<b>Total</b> \$582.63
Refer	0	<u>MIKES LOCK KEY SERVICE</u>	-		
Cash Payment	E 610-49752-401	Repairs/Maint Buildings	Duplicate Keys & Service Call		\$48.50
Invoice	17718	5/3/2024			
Transaction Date	5/14/2024		Liquor Store	10101	<b>Total</b> \$48.50
Refer	0	<u>INNOVATIVE OFFICE SOLUTIONS,</u>	-		
Cash Payment	E 609-49750-210	Operating Supplies (GE	Roll Thermal PPR, 10 PK Wh		\$26.92
Invoice	IN4538896	5/14/2024			
Cash Payment	E 609-49751-210	Operating Supplies (GE	Roll Thermal PPR, 10 PK Wh		\$26.92
Invoice	IN4538896	5/14/2024			
Transaction Date	5/14/2024		Liquor Store	10101	<b>Total</b> \$53.84
Refer	0	<u>FRAZEE FAMILY FOODS</u>	-		
Cash Payment	E 610-49752-254	Soft Drinks/Mix For Res	Soft Drinks/Mix for Resale		\$32.19
Invoice	36513	3/9/2024			



Payments

Current Period: May 2024

Cash Payment	E 610-49752-210	Operating Supplies (GE	Op. Supp General		\$1.48
Invoice	38513	3/9/2024			
Transaction Date	5/14/2024	Liquor Store	10101	<b>Total</b>	<b>\$33.87</b>
Refer	0	MN DIRECTOR ALCOHOL GAMBLI		-	
Cash Payment	E 609-49751-433	Dues and Subscriptions	Application for Caterer's Permit		\$300.00
Invoice					
Transaction Date	5/14/2024	Liquor Store	10101	<b>Total</b>	<b>\$300.00</b>
Refer	0	ELAN FINANCIAL SERVICES		-	
Cash Payment	E 610-49752-210	Operating Supplies (GE	Amzn Roll Paper Towel		\$68.71
Invoice		4/21/2024			
Cash Payment	E 609-49750-324	Technology/Computer E	Khamu Solutions Annual Support Renewal		\$400.00
Invoice		4/1/2024			
Cash Payment	E 609-49751-324	Technology/Computer E	Khamu Solutions Annual Support Renewal		\$400.00
Invoice		4/1/2024			
Cash Payment	E 609-49751-213	Operating Supplies - Fo	Walmart Op Suppl Food		\$21.95
Invoice		4/7/2024			
Cash Payment	E 609-49751-254	Soft Drinks/Mix For Res	Walmart Soft Drinks/Mix for Resale		\$18.95
Invoice		4/7/2024			
Cash Payment	E 609-49751-210	Operating Supplies (GE	Amzn Op. Supp General		\$20.34
Invoice		4/11/2024			
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	Amzn Soft Drinks/Mix for Resale		\$35.88
Invoice		4/11/2024			
Cash Payment	E 609-49751-254	Soft Drinks/Mix For Res	Walmart Soft Drinks Mix for Resale		\$11.38
Invoice		4/14/2024			
Cash Payment	E 609-49751-213	Operating Supplies - Fo	Walmart Op. Supp Food		\$8.05
Invoice		4/14/2024			
Cash Payment	E 609-49751-213	Operating Supplies - Fo	Central Market Op. Supp. Food		\$18.09
Invoice		4/13/2024			
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	Walmart Soft Drinks Mix for Resale		\$16.41
Invoice		4/17/2024			
Cash Payment	E 609-49751-213	Operating Supplies - Fo	Walmart Op Supp Food		\$9.01
Invoice		4/17/2024			
Cash Payment	E 609-49750-210	Operating Supplies (GE	Dollar General Op Supp General Batteries		\$5.10
Invoice		4/17/2024			
Cash Payment	E 609-49751-210	Operating Supplies (GE	Dollar General Op Supp General Batteries		\$5.10
Invoice		4/17/2024			
Cash Payment	E 609-49751-259	Food for Resale	Amzn Food for Resale Potato chips		\$15.18
Invoice		4/18/2024			
Cash Payment	E 609-49751-259	Food for Resale	Amzn Food for Resale Popcorn		\$11.98
Invoice		4/18/2024			
Cash Payment	E 609-49751-210	Operating Supplies (GE	Amzn Op Supp General Plastic Forks, Trash Bags		\$31.21
Invoice		4/18/2024			
Cash Payment	E 609-49750-210	Operating Supplies (GE	Amzn Op Supp General Trash Bags		\$9.78
Invoice		4/18/2024			
Cash Payment	E 609-49751-213	Operating Supplies - Fo	Walmart Op Supp Food Buttermilk		\$1.92
Invoice		4/23/2024			
Cash Payment	E 609-49751-213	Operating Supplies - Fo	Walmart Op Supp Food Buttermilk		\$1.92
Invoice		4/28/2024			



Payments

Current Period: May 2024

Cash Payment	E 609-49751-259	Food for Resale	Walmart Food for Resale Bread	\$8.24
Invoice		4/28/2024		
Transaction Date	5/14/2024	Liquor Store	10101	<b>Total</b> <u>\$1,119.14</u>
Refer	0 LAKES COUNTRY SERVICE COOP			-
Cash Payment	E 610-49752-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24	\$104.61
Invoice	99489	5/14/2024		
Cash Payment	E 609-49750-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24	\$52.30
Invoice	99489	5/14/2024		
Cash Payment	E 609-49751-324	Technology/Computer E	Technology Services for 5/1/24 - 5/31/24	\$52.30
Invoice	99489	5/14/2024		
Transaction Date	5/14/2024	Liquor Store	10101	<b>Total</b> <u>\$209.21</u>
Refer	0 ARVIG ENTERPRISES INC			-
Cash Payment	E 609-49750-321	Telephone	Account #0002584846 001 8	\$110.82
Invoice		5/8/2024		
Cash Payment	E 609-49751-321	Telephone	Account #0002584846 001 8	\$379.46
Invoice		5/8/2024		
Cash Payment	E 610-49752-321	Telephone	Account #0002584846 001 8	\$100.25
Invoice		5/8/2024		
Transaction Date	5/14/2024	Liquor Store	10101	<b>Total</b> <u>\$560.53</u>

Fund Summary

	10101 Liquor Store	
609 MUNICIPAL LIQUOR FUND	\$5,940.53	
610 EVENT CENTER FUND	\$355.74	
	<u>\$6,296.27</u>	

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$6,296.27
<b>Total</b>	<u>\$6,296.27</u>

# Consent Agenda

## LG220 APPLICATION FOR EXEMPT PERMIT – HORNETS HIVE

MINNESOTA LAWFUL GAMBLING

### LG220 Application for Exempt Permit

4/23  
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<p>An exempt permit may be issued to a nonprofit organization that:</p> <ul style="list-style-type: none"><li>• conducts lawful gambling on five or fewer days, and</li><li>• awards less than \$50,000 in prizes during a calendar year.</li></ul> <p>If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.</p>	<p><b>Application Fee (non-refundable)</b></p> <p>Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>.</p> <p>Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.</p>
<b>ORGANIZATION INFORMATION</b>	
Organization Name: <u>Hornets Hive</u>	Previous Gambling Permit Number: X- <u>95364-23-001</u>
Minnesota Tax ID Number, if any: <u>731059</u>	Federal Employer ID Number (FEIN), if any: <u>83-1631473</u>
Mailing Address: <u>PO Box 113</u>	
City: <u>Frazee</u>	State: <u>MN</u> Zip: <u>56544</u> County: <u>Becker</u>
Name of Chief Executive Officer (CEO): <u>Ken Miosek</u>	
CEO Daytime Phone: <u>701-893-5759</u>	CEO Email: <u>cornerstonefrazee@gmail.com</u> (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____	
<b>NONPROFIT STATUS</b>	
Type of Nonprofit Organization (check one):	
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Religious
<input type="checkbox"/> Veterans	<input checked="" type="checkbox"/> Other Nonprofit Organization
<b>Attach a copy of one of the following showing proof of nonprofit status:</b>	
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)	
<input checked="" type="checkbox"/> <b>A current calendar year Certificate of Good Standing</b>	Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 Secretary of State website, phone numbers: <a href="http://www.sos.state.mn.us">www.sos.state.mn.us</a> 651-296-2803, or toll free 1-877-551-6767
<input checked="" type="checkbox"/> <b>IRS income tax exemption (501(c)) letter in your organization's name</b>	Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
<input type="checkbox"/> <b>IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)</b>	If your organization falls under a parent organization, attach copies of both of the following: 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.
<b>GAMBLING PREMISES INFORMATION</b>	
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): <u>Frazee Event Center</u>	
Physical Address (do not use P.O. box): <u>114 Lake Street North</u>	
Check one:	
<input checked="" type="checkbox"/> City: <u>Frazee</u>	Zip: <u>56544</u> County: <u>Becker</u>
<input type="checkbox"/> Township: _____	Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): <u>Sept. 7th 2024</u>	
Check each type of gambling activity that your organization will conduct:	
<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Paddlewheels
<input type="checkbox"/> Pull-Tabs	<input type="checkbox"/> Tipboards
<input checked="" type="checkbox"/> Raffle	
<b>Gambling equipment</b> for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to <a href="http://www.mn.gov/gcb">www.mn.gov/gcb</a> and click on <b>Distributors</b> under the <b>List of Licensees</b> tab, or call 651-539-1900.	

## Staff Reports

FIRE DEPARTMENT

# Fraze Fire Department, May Report

May 23<sup>rd</sup>. 2024

### 1. Membership

- 22 – Total Firefighters
- 2 – Probationary Firefighters

### 2. Calls For Service

- May Fire Calls – 11
- Year to Date – 38 total calls
- 5 – Wildland Fires
- 4 – Motor Vehicle Accidents (1 w/Life Flight)
- 1 – CO Alarm & Present
- 1 – Structure Fire
- May Mutual Aid Calls
- 1 – MA DL (Structure Fire)
- 1 – MA Vergas (Grass Fire)

### 3. Training Report

- May Training
  - May 23<sup>rd</sup>. – Wildland Training
  - June 20<sup>th</sup>. – Auto Extrication
  - August 25<sup>th</sup>. – Rural Water Operations

We reduced training in the summer months (May-Aug) to one night per month to give time back to the Firefighters and their families.

### 4. Grant Updates

- FEMA Grant – Payment has been received, new Wildland gear arriving Mid-May.
- BNSF Grant – Working on the application, new wildland water packs & tools.
- DNR Grant – 50/50 Match, submitting for 5 new pagers.

### 5. New Business

- Looking to host an open house during Turkey Days
- 3 new applications to the Fire department, New FF Testing will be conducted in June.

## Staff Reports

EVENT CENTER

We got through a busy April. Tweeton's was here April 29-May 9 and got the ventilation in the back portion. They are coming back the first full week of June as they need 4-5 days in a row for the area with the large vents. Tweeton's have stated that if they can't get it finished the first week in June, they will finish the second week of June. ( you should look above the ceiling tiles and see what they had to do! Thankful that's not my job :) ) It's hard working around an already busy schedule so I appreciate everyone's willingness to work together.

One wedding in May, several graduation parties and a trail committee banquet. Hoping to transition smoothly into summer after the project inside has been completed.

Thanks,  
Jolene

## Staff Reports

### LIQUOR STORE

#### June Events

- Monday Lunch Specials 11-2
- Friday Meat Raffles & Horse Races
- Karaoke June 1<sup>st</sup> & Bean Bag Tournament

#### MISC

- Friday Night continue to remain strong in sales- We had our best Friday since Turkey days on the 10<sup>th</sup>
- Monday lunch specials are growing- bringing in people we have never seen before- we sold 30 meals one Monday in May
- We have already sold more THC products in one month then we did the last 6 months
  - o By moving them to a new spot on the sales floor
  - o Offering single cans instead of just 4 packs
  - o Offering a better selection of products

## Staff Reports

### POLICE DEPARTMENT

April 17, 2024 – May 13 2024

Provide code violations of property by quantity and status: Complaint of pickup and couches in front yard. Items moved after officer talked with homeowner.

Provide code violations of vehicles by quantity and status: 9 vehicles listed as needing attention whether inoperable or expired registration.

Report of any vehicle accidents in Frazee: 1 motor vehicle crash.

Report landlord violations and status: Zero landlord violations

Upcoming events for the next month... Officers will continue the city-wide sweep of potential ordinance violations. Personal contact and/or letters will be sent to violators. Fines may be issued to repeat violators on the first contact this spring using our newly adopted City Administrative Fines.

City Ordinance Violation Log								
Property Address	Ordinance Violation	Date of first contact.	Date 1st Letter Sent	Date 2nd Letter Sent	Date Sent to Building Inspector	Date Sent to City Attorney	Current Status	Other Notes
201 LAKE ST S	9-4-4 EXT BUILDING STANDARDS AND PUBLIC NUISANCE		11/16/23					MAJORITY OF RUBBISH IS REMOVED 11-29-2023, FOR SALE
412 MAIN AVE E	9-4-4 EXT. BUILDING STANDARDS				11/16/23	11/16/23		EMAIL TO CITY ATTORNEY ASKING FOR ADVICE 11-16-2023

510 LAKE ST S	9-4-4 EXT BUIL. STANDARDS		11/16/23					EMAIL FROM OWNER. PLANS TO DEMOLISH IN THE SPRING, 11-22-2023
102 MAPLE AVE W	4-1-7: INOPERABLE MOTOR VEHICLES		11/16/23					TIM IS WORKING ON CLEANING UP THE PROPERTY - 12/11
307 JUNIPER AVE W	9-4-4 ETX. BUILDING STANDARDS		11/29/23					BROKEN WINDOWS, NOT SECURE, INOPERABLE VEHICLE
202 MAIN AVE W	4-3-1 CAUSES OF BLIGHT		11/29/23					BROKEN WINDOW, HOLES IN SIDING, CATS LIVING IN IT, PLANING ON DEMOLISH IT THE SPRING - 12/11
106 MAIN AVE E	10-5-3: FENCES AND SCREENING		11/16/23					OWNER CALLED, FENCE REPAIR IS IN THE NEAR FUTURE. 11-22-2023
215 JUNIPER AVE W	yard needs mowing and junk removed		11/29/23					12-13 CALLED STATED HE IS HAVING TROUBLE CUTTING HIS GRASS BECAUSE OF THE AGE,
704 ASH AVE W	2 VEHICLE PARKED ON GRASS		11/16/23					1 VEHICLE ON GRASS 11/29/23
701 ASH AVE W	2 CARS PARKED ON GRASS		11/16/23					VEHICLES GONE 11/29/23
604 ASH AVE W	BOAT N TRAILER IN FRONT YARD		11/16/23					BOAT TRAILER GONE 11/29/23
602 ASH AVE W	CAR PARKED IN YARD NEXT TO GARAGE		11/16/23					VEHICLE GONE 11/29/23
927 RED WILLOW DR	SUV AND CAMPER IN FRONT YARD		11/16/23					VEHICLES GONE 11/29/23
914 RED WILLOW DR	TRAILER IN FRONT YARD		11/16/23					

204 OAK AVE E	INOPERABLE VEHICLE ON PROPERTY		11/22/23					
604 9TH ST NW	2 VEHICLE PARKED ON GRASS		11/16/23					PHONE CALL FROM OWNER. VEHICLES MOVED TO SIDE YARD 11-21-23
902 RED WILLOW DR	EXPIRED MV IN BACK YARD		11/16/23					
412 CEDAR AVE W	EXPIRED MV IN BACK YARD		11/16/23					EMAIL RESPONSE; VEHICLE IS GONE, 11-28-23
925 Red Willow Dr	MOWING, TRAILER UTV PARKED IN YARD		11/16/23					UTV AND TRAILER MOVED TO BACK YARD
300 LAKE ST S	RUBBISH, OLD COUCH, TIRES		11/22/23					
RIVERCREST PROPERTY	JUNK CAMPER ON PROPERTY		8/17/23	11/19/23				CONTINUAL TALKS WITH PROPERTY OWNER
901 Main Ave E	UNLICENSED VEHICLES ON PROPERTY		8/17/23	11/19/23				
515 Main Ave E	UNSECURE TRAILER, MULTIPLE VEHICLES							Issues with Lot 7, 9, 22, 26, 28
603 Cherry Ave	MULTIPLE JUNK VEHICLES							
609 Cherry Ave	JUNK VEHICLE IN BACK YARD							
604 Main Ave	VEHICLE PARKED IN FRONT YARD							
603 MAIN AVE E	GREEN VAN, NO LICENSE, FLAT TIRES							
512 BALSAM AVE	3 UNSECURE TRAILERHOUSES							TWO W/ HITCH AND WHEELS, LOT 4 BROKEN WINDOW, 12-11 NOTIFIED TIM ON ISSUES, STATED HE WILL TAKE CARE OF THE ISSUE
109 4TH ST SE	2 VEHICLES W/ EXPIRED PLATES							



703 CHERRY AVE	VEHICLE NO PLATES, FLAT TIRES							
807 MAIN AVE E	VEHICLE PARKED IN FRONT YARD							
2024								
312 WALNUT AVE W	PICKUP AND COUCHES IN YARD	5/1/24					PROPERTY MOVED	
608 CHERRY AVE	BURNING LEAVES IN FIRE PIT	5/12/24					FIRE PUT OUT	
210 WILLOW AVE W	SMALL TRAILER IN FRONT YARD							
607 2ND ST SE	PICKIP WITH EXPIRED PLATES							
204 OAK AVE E	PICKUP IN DISREPAIR IN YARD							
112 PINE AVE E	PICKUP IN FRONT YARD	5/13/24					VEHICLE MOVED	
106 OAK AVE E	VEHICLE WITH EXPIRED PLATES	5/13/24					OWNER WORKING ON ISSUE	
607 2ND ST SE #20	VEHICLE WITH EXPIRED PLATES	5/13/24, NO ANSWER						
607 2ND ST SE #17	VEHICLE WITH EXPIRED PLATES	5/13/24					OWNER WORKING ON ISSUE	
607 2ND ST SE #8	VEHICLE WITH EXPIRED PLATES							
607 2ND ST SE #11	VEHICLE WITH EXPIRED PLATES							

## Staff Reports

### RESCUE

Frazee Rescue had 22 calls with 11 in the city of Frazee for the month of April.

## Staff Reports

### PUBLIC WORKS

Written report not available at time of printing

# Staff Reports

## PUBLIC WORKS – NOTICE OF EXCEEDANCE COPPER ACTION LEVEL



*Protecting, Maintaining and Improving the Health of All Minnesotans*

May 1, 2024

Frazee City Council  
Stephanie Poegel  
Frazee City Hall  
P.O. Box 387  
Frazee, Minnesota 56544

Dear 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 90<sup>th</sup> Percentile Level).

Below are the calculated 90<sup>th</sup> percentile values for lead and copper analysis conducted on water samples collected from your public drinking water supply during the 1/1/2024 - 6/30/2024 monitoring period. **These results show your water system exceeds the copper action level of 1300 µg/L.**

Samples Collected: 20

Lead Level: 3 µg/L

Copper Level: 2380 µg/L

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

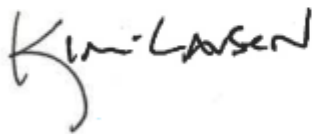
1. **Your system must complete public education for the action level exceedance.**
2. **The steps and deadline for completing public education are detailed in the Public Education Memo included in the letter. Your system must optimize its corrosion control treatment. Per Federal Rule Requirements, your system is required to submit a plan to optimize its corrosion control treatment (OCCT Plan) to Minnesota Department of Health (MDH) by December, 31<sup>st</sup>, 2024.**
  - a. 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.
  - b. Systems proposing adding treatment are required to submit plans to MDH for approval.
3. **Your system will move to standard monitoring for lead and copper. You will be scheduled to collect 20 samples during the July-December 2024 monitoring period.**

After your system submits the OCCT Plan and completes public education, MDH will review your corrosion control treatment plan and follow up if more information is needed. Once your system receives approval for its OCCT plan, you must adhere to the timeline detailed in the approval letter.

For your system to return to reduced monitoring (collecting the reduced number of samples annually) your system must complete the required actions as part of the OCCT plan approval. Once the actions are completed, your system must then maintain the lead and copper action levels through two consecutive standard monitoring rounds and be deemed optimized for lead and copper by the state. The steps for being deemed optimized for lead and copper are shown in more detail in the OCCT Installation sheet included with your letter.

Please contact Michael Bourland, Compliance Engineer, at [Michael.Bourland@state.mn.us](mailto: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,



Kim Larsen P.E., Supervisor  
Community Public Water Supply Unit  
Environmental Health Division  
3333 West Division Street, Suite 212  
St. Cloud, Minnesota 55301

KRP:sv

cc: Water Superintendent  
Michael Bourland, Compliance Engineer  
Lucas Hoffman, North Operations Supervisor

## Staff Reports

### ADMINISTRATION

1. General Updates
  - a. **Disposal of Public Property** – The question on sale of public property was raised last month; IF the property is valued at \$175,000 or more competitive bidding is required; IF the City sells to another government agency competitive bidding is not required; IF the City plans to donate surplus equipment to a nonprofit organization, there must be a policy determining what qualifies as surplus equipment and which nonprofit organization is selected; there are also specific requirements for employees to purchase surplus equipment and the city is not allowed to sell items to city officers
  - b. **Property Inquires** – Working on a home build that is near a water main
  - c. **Safety/OSHA Work** – Need to send chemicals/products lists for public works, fire and rescue departments
  - d. **Website Updates** – The “Projects” page is being developed and the Parks page is being updated

- e. **Council Pay** – To increase Council pay, it must be done by ordinance and can not take effect until after the next election; this is set by state statute. Council discussed an increase at the December 2022 meeting but no action was taken as an ordinance was not ready at that time. Council will need to discuss and determine if they want to implement an increase starting January 1, 2025.
  - f. **Revenue Recapture** – Will be setting up the training for this summer
  - g. **Audit 2023** – Colleen is reviewing documents and making requests as needed
  - h. **Becker County Hazard Mitigation Plan** – Our response was submitted in March and we are waiting for the next step in the process.
  - i. **Wellhead Protection Plan** – The public hearing is scheduled for May 22, 2024. Once the public hearing is completed we will move to the next step in the process
  - j. **Salary Classification & Compensation Study** – The Personnel Committee will review the RFP's on Monday, May 20 and provide the Council with their recommendation at the meeting.
  - k. **OK Lumber Parcel** – Waiting for this to be recorded at the County. Given to City Attorney on 11/13/23. I emailed for an update.
  - l. **All-n-All Pump Area Property** - Parcel located in All-n-All's gas station pump area remains listed as owned by City of Frazee. City staff notified Becker County on 10/30/2023. The County responded that they need to review all the deed paperwork to verify the ownership of the property. They are currently conducting that review.
  - m. **Sanders Parcel** - Still listed as owned by Roger Sanders when it should be listed owned by the EDA. City staff notified Becker County on this earlier this year and are continuing to work towards getting this fixed.
2. Financials
- a. Working on January financials
3. Projects
- a. **Event Center/Liquor Store Roof** – HVAC - Liquor Store side done, Event Center side is in progress: Shingling – Bid Specs have been typed and given to Larry for review
  - b. **Town Lake Beach** – Bid spec is almost ready and will be available by the meeting
  - c. **Wannigan Regional Park** – Troll work has begun! An agreement for the troll is in the packet – the artist requires that there be NO ONE other than the volunteer at the site until the grand opening, please honor this request
  - d. **Eagle Lake Park** – Closing by May 31
  - e. **East Main Project** – Bids closed and contractor selected. The schedule will be available after the preconstruction meeting.
  - f. **Heartland Trail** – The construction on the segment from the bridge over C.S.A.H 30 and MN State Hwy 87 will be happening this year
4. In addition to the regular monthly tasks, utility billing and payroll, in March, we processed
- a. 25 campsite rentals
  - b. 5 pet licenses
  - c. 2 building permits
  - d. Rental registrations
    - i. 228 total registrations; 8 have submitted paperwork; 0 complete
  - e. Rental inspections
    - i. 83 total inspections; 7 units have submitted paperwork; 0 complete
5. Grants
- a. Wannigan
    - i. LCCMR Funding – Compiling reimbursement request; committee may be working on amendment for utilization of the remaining funds towards Phase I work

- ii. ReLEAF – Anderson working on this
    - iii. TAP – Waiting for final approval late this summer
    - iv. ATI – Submitted; waiting for notification
    - v. DNR Outdoor – Submitted; not eligible for this funding the items requested will be used in the GMRPTC grant application
    - vi. GMRPTC – Widseth is working on this
  - b. 2024 Minnesota Bonding Request – There has been no movement at the state on the bonds that were written by Senator Utke and Representative Knudsen
  - c. Frazee Resource Center – Grant funds have been received and will be disbursed as expenses occur
- 6. State Bonding Request
  - As of today, the bills have not been heard in either the house or the senate. Keep sending the legislators your emails! The more they hear from us, the more likely they will remember us when it's time to make a decision
- 7. Vacation Days

# New Business

## PUBLIC ART LICENSE AGREEMENT

### CITY OF FRAZEE PUBLIC ART LICENSE AGREEMENT

This Public Art License Agreement ("Agreement") is made by and between the City of Frazee, a Minnesota municipal corporation and Home Rule Charter City (the "Licensor" or "City"), and Project 412, a non-profit corporation under the laws of the State of Minnesota ("Licensee"), (collectively the "parties").

#### RECITALS

1. Licensor is the owner or lessee of City parks and public surroundings located in the City of Frazee, County of Becker, State of Minnesota; and
2. Licensee is a non-profit corporation registered with the Minnesota Secretary of State; and
3. Licensee desires to install and display on the grounds of the City Parks and other public areas of the City pieces of visual art as described and/or depicted on the attached **Exhibit A** (the "Artwork"); and
4. The Frazee City Council has approved the grant of this License and permissive use to install, display and maintain the Artwork on City-owned or City leased property, subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Recitals. The recitals stated above are incorporated into the terms of this agreement.
2. License and Permissive Use. The Licensee is hereby granted a non-exclusive terminable License and permission to use the public areas listed on the attached **Exhibit B** (the "Licensed Premises") to install, display and maintain the Artwork. The exact location of the installation and display will be determined by the City in its sole discretion (the "Artwork Location").
3. Installation. Licensee will coordinate with the City to install the Artwork on or before June 15, 2024. The City is not obligated to, but may, at its discretion, provide services or materials to aid in the installation of the Artwork. Licensee will be responsible for all costs associated with the installation and removal of the Artwork, including but not limited to Artists fees and compensation, competent staff, gardeners, landscaping planner and workers, contractors, electricians, installation crew, maintenance crew, removal crew, carpenters and engineers.
4. Term. The term of this Agreement and the License and permissive use hereby granted commences on May 10, 2024 and, unless earlier terminated pursuant to this Agreement, shall continue until June 1, 2039 unless a different date is otherwise agreed to in writing by the City, at which time Licensee shall remove the Artwork at its sole expense. If Licensee does not remove the Artwork by such date, the City will have the right, but not the obligation, to remove and store the Artwork. All costs incurred by the City in connection with such removal and

storage will be the responsibility of the Licensee, who must reimburse the City for such costs upon invoice.

7. Use of Licensed Premises. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use and access the Licensed Premises only for the limited purpose of installation, display and maintenance of the Artwork. Licensee accepts the Licensed Premises in an "as is" condition. During the term of this Agreement, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual.

The Licensee shall not commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises. Should the Licensee commit or allow to be committed any waste on or destruction to the Licensed Premises or Artwork, the Licensee shall immediately restore the Licensed Premises and Artwork to the original condition of the Licensed Premises and Artwork at the time of installation of the Artwork, or, alternatively, pay to the Licensor the cost of restoring the Licensed Premises or Artwork to the condition herein stated, payment to be made within 30 days from the date of written notice given by Licensor to the Licensee of the amount of such costs. No alterations are allowed to City property without prior approval of the City.

8. Licensor's Access. The City, its employees, and its agents shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting the Licensed Premises. Nothing in this Agreement shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement.
9. Maintenance and Restoration. All maintenance and restoration for the Artwork will be the sole obligation of the Licensee and must be completed promptly as necessary, but in any event within thirty (30) days of notice thereof from the City unless a longer period of time is specified by the City. The City may, but is not required to notify the Licensee in the event of the need for any maintenance or restoration services to the Artwork.
10. Interpretive Materials. Upon request from the City, the Licensee must provide the City with interpretive materials to accompany the Artwork. Licensee grants the City permission to provide members of the public with information about the Artist and the Artwork.
11. Ownership. Licensee warrants, represents, and certifies that it is the legal owner, or authorized agent or licensee of the legal owner, of the Artwork. Licensee agrees to indemnify and hold harmless City from any and all claims and causes of action that may be brought by any other person or entity asserting an ownership, lien, encumbrance, copyright, or other interest in the Artwork.
12. Permission to Display. Licensee understands that members of the public will be able to view the Artwork and may choose to photograph it. Licensee, on behalf of itself and the Artist who created the Artwork and their heirs, assigns, and successors, waives any claim or cause of

action it may have against City or its elected officials or employees arising from or related to members of the public viewing or photographing the Artwork. Licensee, on behalf of itself and the Artist who created the Artwork and their heirs, assigns, and successors authorizes City to photograph and reproduce in any media the Artwork for catalogues or similar publications and for archival, educational, and publicity purposes.

13. Composition. The Artwork must be suitable for outdoor installation in a public park, including be of sound, safe construction capable of withstanding adverse weather conditions (high winds, below freezing temperatures), not fabricated or finished with hazardous materials, be maintenance free or low maintenance, be appropriate for an active pedestrian environment, and take into consideration the safety of the audience.
14. Assignment or Transfer of License: Licensee shall have no right to assign its interest in this Agreement without the prior written consent of Licensor.
15. Costs: Licensee shall reimburse the City for expenses the City incurs to facilitate the purpose of this Agreement. Additional costs will be billed to Licensee if in kind grant support is not approved or if employees or volunteers of Licensee do not complete necessary tasks, including but not limited to adequate volunteers to provide for installation, display and maintenance of the Artwork.
16. Liability. Licensee agrees that the City will not be responsible for any damage to the Artwork, except in cases involving the intentional misconduct of City. Without limitation of the preceding sentence, Licensee understands and agrees that City is not responsible for theft or any damage or loss caused by third parties; the public; natural disasters or other Acts of God (including, without limitation, fire, flood, earthquake, or storm); domestic or international hostilities; blockages, embargoes, or interruption or failure of electricity or other utility service. Licensee is responsible to promptly repair any damage to the Artwork or, if repair is not possible, to promptly remove the Artwork from City property. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The City's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466, and other applicable law.
17. Insurance. Licensee shall, at its sole expense, maintain insurance as provided below and shall deliver to the City a certificate of insurance evidencing such coverage at least 5 days prior to installation of the Artwork, and upon each and every annual renewal of all policies of insurance. Licensee the City of Frazee shall be named as an additional insured on ALL applicable policies. The insurance provided by Licensee shall be primary and non-contributory in the event of a loss. Licensee will obtain a waiver of subrogation from its insurer in writing in favor of the City prior to the installation and display of the Artwork. Licensee hereby releases City from all liability in connection with the installation and display of the Artwork. Licensee understands that the City is not responsible for any errors or deficiencies in information furnished by Licensee to the Licensee's insurer or for any lapses in coverage.



Licensee shall maintain a commercial general liability insurance policy with specific coverage for all aspects of the installation, display and maintenance of the Artwork, including but not limited to workers compensation insurance with at least the statutory minimum, with the commercial general liability insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate.

18. Indemnification. Licensee shall defend, indemnify, protect, save, hold harmless and insure the City, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including attorneys' fees, which may arise out of or be caused by Licensee or its agents, employees, contractors, subcontractors, vendors, licensees, participants, and with respect to the Artist and Artwork and Licensee's use or operation of the Licensed Premises. Licensee shall defend the City against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
19. Termination of Agreement. If at any time Licensee breaches a material term of this Agreement, then this Agreement and the License and permissive use hereby granted shall terminate upon the City's provision of at least thirty (30) days prior written notice of the same to Licensee, during which time Licensee shall have the opportunity to cure said breach. Whether or not the breach is cured shall be determined by the City, in its sole discretion.

The City may also terminate this Agreement and the License and permissive use hereby granted for any reason or no reason, without cause, upon three (3) months prior written notice to Licensee.

Upon termination of this Agreement, Licensee shall immediately remove the Artwork at its sole expense. If Licensee does not remove the Artwork as directed by the City, the City will have the right, but not the obligation, to remove and store the Artwork. All costs incurred by the City in connection with such removal and storage will be the responsibility of the Licensee, who must reimburse the City for such costs upon invoice.

20. Governing Law, Venue, Jurisdiction. This Agreement will be governed by and construed under the laws of the State of Minnesota, without regard to the conflict of laws or choice of laws rules of any jurisdiction. Licensee understands that if the City elects to conduct any litigation arising from or related to this Agreement, such litigation will be conducted in the state courts of Minnesota and be venued in Becker County, Minnesota. Licensee agrees that if Licensee elects to conduct any litigation arising from or related to this Agreement, such litigation will be conducted in the state courts of Minnesota and be venued in Becker County, Minnesota.
21. Notices. The parties' representatives for notification for all purposes are:

CITY: Stephanie Poegel  
City Administrator, City of Frazee  
222 Main Ave  
Frazee MN 56544  
Phone: 218-334-4991  
Email: cityadmin@frazeecity.com

LICENSEE: Project 412  
By: Amy Stearns  
Its: Executive Director  
806 Summit Avenue  
Detroit Lakes, MN 56501  
Phone: 218-234-6361  
Email: Amy@Project412MN.org

22. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.
23. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties or any other persons or entities.
24. Data Practices. The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
25. No Waiver. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.
26. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
27. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
28. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties

by any party or parties, and any undischarged obligations of the City and Licensee arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.

29. Execution. This Agreement may be executed by the parties in separate counterparts and delivered by e-mail in .pdf format, by facsimile and/or by printed document, each separately executed counterpart of which shall be considered as an original of this Agreement and shall be afforded the same force and effect as a duly signed original and each of which shall be binding upon the parties hereto, even if an executed counterpart is delivered only by e-mail in .pdf format or by facsimile.
30. Complete Agreement. This Agreement constitutes the complete agreement between the City and Licensee and supersedes any prior oral or written agreements between or involving the parties regarding the display of the Artwork. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

In witness whereof, the parties have executed this agreement as of the date written below.

LICENSEE  
Project 412

  
By: Amy Stearns

Its: Executive Director

Date: 05.08.2024

CITY OF FRAZEE

\_\_\_\_\_  
By: Mark Flemmer  
Its: Mayor

By: Stephanie Poegel  
Its: City Administrator

Date: \_\_\_\_\_

EXHIBIT A  
Description/Depiction of Artwork

1. Jacob the Listener Troll

EXHIBIT B  
Licensed Premises

1. Wannigan Park