



CITY COUNCIL MEETING AGENDA

June 12, 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 22, 2024](#)
 - b. Income Statements
 - c. [Approval of Claims](#)
 - d. [Notes from the Mayor](#)
 - e. [Resolution 0612-2024A – Fire Department Donations](#)
 - f. [LSCS Services Agreement for Technology Services](#)
 - g.
6. Committee Reports
 - a. [Parks & Recreation Committee – May 22, 2024](#)
 - b. [Planning & Zoning Commission – May 28, 2024](#)
 - c. Economic Development Authority – May 21, 2024
 - d. [Wannigan Regional Park Committee – May 21, 2024](#)
 - i. Wannigan Regional Park Opening
 - ii. Greater MN Parks & Trails Council – Grant Application Summary
 - e. Lakeside Cemetery Liaison
 - f. Frazee School District
7. Old Business
 - a. [Water Treatment Plant Pay Application #15](#)
 - b. East Main
 - i. [AET Proposal for Materials Testing](#)
 - c. Town Lake Beach
 - i. [Resolution 0612-2024B Resolution Approving Plans and Specification and Ordering Advertisement for Bids](#)
8. New Business

- a. [Rescue Squad Member Hiring](#)
- b. Seasonal Mowing Hiring
- c. Big Turkey Park Sign

9. Council Member Comments

10. Addendum

- a. Approval of Additional Claims

11. Adjournment

Consent Agenda

MINUTES – MAY 22, 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: Matt Johnson, Stephanie Poegel, Larry Stephenson, Jolene Tappe, Tyler Trieglaff, Adam Walker
 - d. Contracted Services: Chris Thorson – Ulteig; Aaron Myer – MN Rural Water (ZOOM)
 - e. Guests: Tom Watson, Karen Pifher

3. Pledge of Allegiance

4. Open Forum
 - a. Tom Watson – Stated that the Park & Rec committee recommends that the FACC take on the mural at Pedal Pusher Park as they have the ability to do fundraising – final design would be presented to Council for approval
 - b. Karen Pifher
 - i. Updating EDA items:
 1. 7 new businesses/services opening this month
 2. EDA making recommendations to Planning & Zoning
 3. Has brought over \$1 million throughout community organizations this year in grant services
 4. Fridays in Frazee weekly event created to bring consumers to town for businesses
 5. Food trucks – only if they don't compete with existing businesses – Asked to have fees waived for pre-approved vendors
 6. EDA recommends to Council a grant policy be approved requiring Council approval for Letter of Intent or applications prior to submission

5. Consent Agenda
 - a. Meeting Minutes – May 8, 2024
 - b. Income Statements
 - c. Approval of Claims
 - d. LG220 Application for Exempt Permit – Hornets Hive

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

6. Staff Reports

- a. Fire Department – written report reviewed
- b. Event Center – written report reviewed
 - i. Discussion on landscaping
- c. Liquor Store - written report reviewed
 - i. Discussion on credit card fees, CBD/THS sales being up, new hours
 - ii. Request to hire Hollie VanWatermulen as a Bartender/Retail Clerk at Grade 3 Step 3

M/S/CU: Froeber/Rader to approve the hiring of Hollie VanWatermulen as a Bartender/Retail Clerk at Grade 3 Step 3

- d. Police Department – written report reviewed
 - i. Discussion on grass clippings
- e. Rescue - written report reviewed
- f. Public Works
 - i. Notice of Exceedance Copper Action Level
 - ii. Sale of used HVAC units

M/S/CU: Rader/Sharp to allow Stephenson to take care of the sale of HVAC equipment

- iii. Verbal Report
 - 1. Mowing when not raining
 - 2. MPCA inspection tomorrow
 - 3. Lead & Copper service line inventory about complete; engineer review next; thinking we will need a replacement program for residential – should be able to apply for grant funding – may be unfeasible to go in and change out copper lines and may need to add another chemical
 - 4. Parts for crack filler are here and working to fill cracks
 - 5. East Main project starting in a few eeks; precon meeting on 5/31/24; gas main being installed also
 - 6. Midco issues worked out
 - 7. Flemmer received 2nd level from Blandin and increase grant request to \$9,000 to include cement work at Pedal Pusher Park; should have final grant approval near end of June
 - 8. Helped with a water service that was leaking
 - 9. Fishing Pier – Stephenson talking to DNR tomorrow

- g. Administration – written report reviewed

M/S/CU: Froeber/Sharp to approve staff reports as presented

- 7. Public Hearing for the City of Frazee Wellhead Protection Plan
 - a. Open Public Hearing at 6:01 pm
 - b. Public Comment
 - i. Meyer presented updates to the WHPP; all items identified in the plan are grant eligible; this public hearing is on the completed drat it will then go to MDH for review then in 90 days receive final approval
 - c. Close Public Hearing at 6:07 pm
 - d. City of Frazee Wellhead Protection Plan Approval

M/S/CU: Sharp/Kemper to approve updated Wellhead Protection Plan as presented

8. Old Business

- a. Council Pay Increase Discussion
 - i. Sent to Finance Committee
- b. Salary Classification & Compensation RFP Selection
 - i. Recommendation of Personnel Committee to hire DDA at \$11,500

M/S/CU: Froeber/Kemper to approve contracting with DDA to complete the Job Classification & Compensation Study at a rate of \$11,500

9. New Business

- a. Public Art License Agreement

M/S/CU: Sharp/Froeber to approve Public Art License Agreement

- b. Pedal Pusher Park Mural

- i. Stephenson wants to reserve a 6 x 6 section of wall for a surprise

M/C/CU: Froeber/Rader to approve FACC designing and fundraising for the Pedal Pusher Park wall

- c. Fridays in Frazee Vendor Fee Waiver

M/S/CU: Froeber/Rader to waive transient merchant fees for pre-approved local vendors

- d. Grant Policy

- i. Discussion on if there is a need for this type of policy and what it would include

- ii. Consensus for Poegel to create a grant policy

10. Council Member Comments – none

11. Addendum

- a. Resolution 0522-2024A – Approving Plans and Specifications and Ordering Advertisement of Bids – TOWN LAKE BEACH

M/S/CU: Froeber/Sharp to table to next meeting

- b. Additional Claims

M/S/CU: Rader/Kemper to approve additional claims a presented

12. Adjournment

M/S/CU: Froeber/Sharp to adjourn at 6:40 pm

Respectfully submitted,

Stephanie C. Poegel

Frazee City Administrator



Payments

Current Period: May 2024

Payments Batch 05312024GENADD \$85.65

Refer	0 TASC LLC	Ck# 000081E 6/3/2024	
Cash Payment	E 100-41400-433 Dues and Subscriptions	Per Participant Fee 6/1/2024-6/30/2024	\$38.91
Invoice	IN3118113	5/25/2024	
Transaction Date	6/3/2024	Main Checking 10100	Total \$38.91

Refer	0 TASC LLC	Ck# 000082E 6/3/2024	
Cash Payment	E 100-41400-433 Dues and Subscriptions	COBRA - Administration Fee 6/1/2024-6/30/2024	\$26.74
Invoice	IN3117881	5/25/2024	
Transaction Date	6/3/2024	Main Checking 10100	Total \$26.74

Fund Summary

	10100 Main Checking	
100 GENERAL FUND	\$85.65	
	<u>\$85.65</u>	

Pre-Written Checks	\$65.65
Checks to be Generated by the Computer	\$0.00
Total	<u>\$65.65</u>



Payments

Current Period: June 2024

Payments Batch 06122024GEN1 \$86,044.26

<u>Refer</u> 0 <u>ALL N ALL INC</u>				-
Cash Payment	E 100-42110-408	Repairs/Maint Vehicles	Acct 1023 Car Washes	\$28.00
Invoice	6/1/2024			
Cash Payment	E 100-42110-212	Motor Fuels	Acct 1023 Motor Fuels	\$897.01
Invoice	6/1/2024			
Cash Payment	E 100-45200-212	Motor Fuels	Acct 1023 Motor Fuels	\$271.42
Invoice	6/1/2024			
Cash Payment	E 602-49450-212	Motor Fuels	Acct 1023 Motor Fuels	\$230.75
Invoice	6/1/2024			
Cash Payment	E 100-43100-212	Motor Fuels	Acct 1023 Motor Fuels	\$1,027.61
Invoice	6/1/2024			
Cash Payment	E 200-42200-212	Motor Fuels	Acct 1023 Motor Fuels	\$197.70
Invoice	6/1/2024			
Transaction Date	6/3/2024	Main Checking	10100	Total \$2,652.49
<u>Refer</u> 0 <u>COLONIAL LIFE & ACCIDENT INS</u>				<u>Ck# 000080E 6/3/2024</u>
Cash Payment	G 100-21709	Aflac/Colonial Life	K.R. Deduction Dates: May 7 & 21, 2024	\$63.24
Invoice	43200730507217	5/7/2020		
Transaction Date	6/3/2024	Main Checking	10100	Total \$63.24
<u>Refer</u> 0 <u>AFLAC</u>				-
Cash Payment	G 100-21709	Aflac/Colonial Life	T.T. Acct. CB561	\$55.17
Invoice	081678	5/21/2024		
Cash Payment	G 602-21709	Aflac/Colonial Life	D.T. Acct. CB561	\$14.04
Invoice	081678	5/21/2024		
Transaction Date	6/3/2024	Main Checking	10100	Total \$69.21
<u>Refer</u> 0 <u>BLACK DOG PROPERTY SERVICE</u>				-
Cash Payment	E 230-49010-311	Contracts/Professional	Mowed Grounds 5/13, 5/14, 5/20, 5/22, & 5/23/24	\$900.00
Invoice	4201	5/24/2024		
Transaction Date	6/3/2024	Main Checking	10100	Total \$900.00
<u>Refer</u> 0 <u>MET LIFE INSURANCE COMPANY</u>				-
Cash Payment	G 100-21706	Insurance Payable	TS05397816	\$225.01
Invoice		5/16/2024		
Transaction Date	6/4/2024	Main Checking	10100	Total \$225.01
<u>Refer</u> 0 <u>MN ENERGY RESOURCES</u>				-
Cash Payment	E 654-46500-383	Gas Utilities	EDA Acct 0504434051-00001	\$77.66
Invoice		5/22/2024		
Cash Payment	E 200-42200-383	Gas Utilities	Fire Hall Acct 0507345815-00001	\$48.67
Invoice		5/22/2024		
Cash Payment	E 100-41400-383	Gas Utilities	Fire Hall (Admin) Acct 0507345815-0001	\$48.68
Invoice		5/22/2024		
Cash Payment	E 656-46500-383	Gas Utilities	D401 Acct 0734999805-00001	\$19.24
Invoice		5/23/2024		
Cash Payment	E 601-49400-383	Gas Utilities	Pump WTP Acct 0506958452-00002	\$49.09
Invoice		5/21/2024		
Cash Payment	E 100-43100-383	Gas Utilities	Shop 601 Birch Ave Acct 0503556745-0001	\$48.97
Invoice		5/21/2024		



Payments

Current Period: June 2024

Transaction Date	6/4/2024	Main Checking	10100	Total	\$292.31
Refer	0 MN DEPT OF HEALTH				
Cash Payment	E 601-49400-433 Dues and Subscriptions	System: 1030014 Frazee Period: 4/1/24-6/30/24			\$1,093.00
Invoice					
Transaction Date	6/4/2024	Main Checking	10100	Total	\$1,093.00
Refer	0 OTTER TAIL POWER				
Cash Payment	E 100-43160-381 Electric Utilities	100 Endeavor Rd Acct 20096539			\$104.18
Invoice	5/24/2024				
Cash Payment	E 654-46500-381 Electric Utilities	Fr. EDA Acct 1127614			\$99.50
Invoice	5/24/2024				
Cash Payment	E 100-43160-381 Electric Utilities	Street Light Order Acct 1018088			\$1,247.98
Invoice	5/24/2024				
Cash Payment	E 601-49400-381 Electric Utilities	Iron Removal Pump 4 Acct 1018090			\$653.00
Invoice	5/24/2024				
Cash Payment	E 602-49450-381 Electric Utilities	Sewer Lift St. Acct 1018091			\$204.06
Invoice	5/24/2024				
Cash Payment	E 602-49450-381 Electric Utilities	Sewer Lift2 Acct 1018092			\$97.44
Invoice	5/24/2024				
Cash Payment	E 602-49450-381 Electric Utilities	Sewer Lift No3 Hickory Acct 1018525			\$64.15
Invoice	5/24/2024				
Cash Payment	E 100-45200-381 Electric Utilities	Turkey Sculpture Acct 1024513			\$24.63
Invoice	5/24/2024				
Cash Payment	E 602-49450-381 Electric Utilities	Alley Sewer Lift Acct 1028265			\$29.75
Invoice	5/24/2024				
Cash Payment	E 100-41400-381 Electric Utilities	Fire/City Acct 1033571			\$301.93
Invoice	5/24/2024				
Cash Payment	E 200-42200-381 Electric Utilities	Fire/City Acct 1033571			\$301.93
Invoice	5/24/2024				
Cash Payment	E 100-43100-381 Electric Utilities	Shop Acct 1071005			\$441.61
Invoice	5/24/2024				
Cash Payment	E 100-43100-381 Electric Utilities	Red Willow Add Acct 1099063			\$35.37
Invoice	5/24/2024				
Cash Payment	E 100-43160-381 Electric Utilities	Knotta Rd Acct 1121631			\$34.26
Invoice	5/24/2024				
Cash Payment	E 100-45200-381 Electric Utilities	Lions Lite Acct 1132551			\$9.51
Invoice	5/24/2024				
Cash Payment	E 100-43160-381 Electric Utilities	303 Lake St. N Acct 20096542			\$26.44
Invoice	5/24/2024				
Cash Payment	E 100-43160-381 Electric Utilities	617 Lake St.S Acct 20096541			\$72.77
Invoice	5/24/2024				
Cash Payment	E 100-45200-381 Electric Utilities	Campground Acct 1160748			\$32.37
Invoice	5/24/2024				
Cash Payment	E 100-45200-381 Electric Utilities	Demo Derby Acct 20057198			\$37.21
Invoice	5/24/2024				
Cash Payment	E 230-49010-381 Electric Utilities	32600 105th St. Acct 1013926			\$96.85
Invoice	5/24/2024				
Transaction Date	6/4/2024	Main Checking	10100	Total	\$3,914.94
Refer	0 SIMPLE WEBSITE CREATIONS, IN				



Payments

Current Period: June 2024

Cash Payment	E 100-41110-324	Technology/Computer E	Add "Resolutions" general content page, update navigation.	\$22.50
Invoice	8265	5/24/2024		
Transaction Date	6/4/2024	Main Checking	10100	Total \$22.50
Refer	0 VERIZON			
Cash Payment	E 100-42110-324	Technology/Computer E	Technology/Computer Acct. 286851295-00001	\$105.07
Invoice	9964884777	5/23/2024		
Transaction Date	6/4/2024	Main Checking	10100	Total \$105.07
Refer	0 VERIZON			
Cash Payment	E 601-49400-321	Telephone	Telephone Acct 642558919-00001	\$49.34
Invoice	9964941756	5/23/2024		
Cash Payment	E 602-49450-321	Telephone	Telephone Acct 642558919-00001	\$49.34
Invoice	9964941756	5/23/2024		
Cash Payment	E 100-42110-321	Telephone	Telephone Acct 642558919-00001	\$49.34
Invoice	9964941756	5/23/2024		
Transaction Date	6/4/2024	Main Checking	10100	Total \$148.02
Refer	0 WIDSETH			
Cash Payment	E 404-45200-303	Engineering Fees	Frazee Town Lake Park Pavilion Prof. Serv. Thru 05/10/2024	\$31,070.00
Invoice	230622	5/17/2024		
Transaction Date	6/4/2024	Main Checking	10100	Total \$31,070.00
Refer	0 BACKYARD STATION			
Cash Payment	E 100-45200-401	Repairs/Maint Buildings	Plants-town planters	\$1,047.50
Invoice	53024	5/30/2024		
Transaction Date	6/4/2024	Main Checking	10100	Total \$1,047.50
Refer	0 INNOVATIVE OFFICE SOLUTIONS,			
Cash Payment	E 100-41400-200	Office Supplies (GENER	Office Supp. General	\$43.68
Invoice	IN4552748	5/31/2024		
Cash Payment	E 100-41400-211	Cleaning Supplies	Cleaning Supp.	\$6.62
Invoice	IN4552748	5/31/2024		
Transaction Date	6/4/2024	Main Checking	10100	Total \$50.30
Refer	0 RITEWAY			
Cash Payment	E 100-41110-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.15
Invoice	24-31306	5/31/2024		
Cash Payment	E 100-41400-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.15
Invoice	24-31306	5/31/2024		
Cash Payment	E 100-42110-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.14
Invoice	24-31306	5/31/2024		
Cash Payment	E 100-43100-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.14
Invoice	24-31306	5/31/2024		
Cash Payment	E 100-49500-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.14
Invoice	24-31306	5/31/2024		
Cash Payment	E 200-42200-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.14
Invoice	24-31306	5/31/2024		
Cash Payment	E 601-49400-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.14
Invoice	24-31306	5/31/2024		
Cash Payment	E 602-49450-200	Office Supplies (GENER	Laser MP Ck City Account	\$16.14
Invoice	24-31306	5/31/2024		



CITY OF FRAZEE

06/05/24 1:42 PM

Page 4

Payments

Current Period: June 2024

Cash Payment	E 651-46500-200	Office Supplies (GENER	Laser MP Ck City Account		\$16.14
Invoice	24-31306	5/31/2024			
Cash Payment	E 201-42300-200	Office Supplies (GENER	Laser MP Ck City Account		\$16.14
Invoice	24-31306	5/31/2024			
Transaction Date	6/4/2024	Main Checking	10100	Total	\$161.42
Refer	0	<u>SUNDHEIM WINDOW CLEANING L</u>	-		
Cash Payment	E 100-41400-401	Repairs/Maint Buildings	Monthly Window Cleaning		\$80.00
Invoice		6/4/2024			
Transaction Date	6/4/2024	Main Checking	10100	Total	\$80.00
Refer	0	<u>TINA HANSMEIER</u>	-		
Cash Payment	E 100-41400-331	Travel/Training Expense	Notary Recording @ O.T. Cty & Mileage		\$48.80
Invoice		5/23/2024			
Transaction Date	6/4/2024	Main Checking	10100	Total	\$48.80
Refer	0	<u>FRAZEE POST OFFICE</u>	-		
Cash Payment	E 100-41110-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 100-41400-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 100-42110-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 100-43100-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 100-49500-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 200-42200-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 601-49400-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 602-49450-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 651-46500-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Cash Payment	E 201-42300-200	Office Supplies (GENER	PO Box 387 Service Fee 12 months		\$12.00
Invoice					
Transaction Date	6/4/2024	Main Checking	10100	Total	\$120.00
Refer	0	<u>HSABANK</u>	<u>Ck# 000083E 6/5/2024</u>		
Cash Payment	G 100-21707	Health Savings Payable	Create Date: 6/5/2024		\$1,695.49
Invoice					
Transaction Date	6/5/2024	Main Checking	10100	Total	\$1,695.49
Refer	0	<u>IRS</u>	<u>Ck# 000084E 6/4/2024</u>		
Cash Payment	G 100-21701	Federal Withholding	PP #12 GEN		\$1,140.40
Invoice					
Cash Payment	G 100-21703	FICA Tax Withholding	PP #12 GEN		\$1,481.58
Invoice					
Cash Payment	G 601-21701	Federal Withholding	PP #12 GEN		\$311.33
Invoice					
Cash Payment	G 601-21703	FICA Tax Withholding	PP #12 GEN		\$517.42
Invoice					



Payments

Current Period: June 2024

Cash Payment Invoice	G 602-21701	Federal Withholding	PP #12 GEN		\$329.71
Cash Payment Invoice	G 602-21703	FICA Tax Withholding	PP #12 GEN		\$421.22
Transaction Date	6/5/2024		Main Checking	10100	Total \$4,201.66
Refer	0	IRS		<u>Ck# 000085E 6/4/2024</u>	
Cash Payment Invoice	G 100-21703	FICA Tax Withholding	PP #8 GEN Monthly		\$135.16
Cash Payment Invoice	G 200-21703	FICA Tax Withholding	PP #8 GEN Monthly		\$84.14
Transaction Date	6/5/2024		Main Checking	10100	Total \$219.30
Refer	0	MN DEPT OF REVENUE - WH		<u>Ck# 000086E 6/3/2024</u>	
Cash Payment Invoice	G 100-21702	State Withholding	PP #12 GEN		\$771.55
Cash Payment Invoice	G 601-21702	State Withholding	PP #12 GEN		\$147.26
Cash Payment Invoice	G 602-21702	State Withholding	PP #12 GEN		\$121.19
Transaction Date	6/5/2024		Main Checking	10100	Total \$1,040.00
Refer	0	MN PERA		<u>Ck# 000087E 6/4/2024</u>	
Cash Payment Invoice	G 100-21704	PERA	PP #12 GEN		\$2,997.79
Cash Payment Invoice	G 601-21704	PERA	PP #12 GEN		\$490.13
Cash Payment Invoice	G 602-21704	PERA	PP #12 GEN		\$429.33
Transaction Date	6/5/2024		Main Checking	10100	Total \$3,917.25
Refer	0	FRAZEE AUTO BODY & GLASS LL			
Cash Payment Invoice 11607	E 100-42110-406	Repairs/Maint Vehicles	2013 Dodge Charger		\$36.75
		5/31/2024			
Transaction Date	6/5/2024		Main Checking	10100	Total \$36.75
Refer	0	ARVIG ENTERPRISES INC			
Cash Payment Invoice 343686	E 100-42110-311	Contracts/Professional	Job #SECB Work Order 00118164 Adjust Camera & Add ExacQ Client to Squad Car per T. Trieglaff		\$105.00
		5/28/2024			
Transaction Date	6/5/2024		Main Checking	10100	Total \$105.00
Refer	0	DETROIT PAINT & GLASS			
Cash Payment Invoice 29966	E 654-46500-401	Repairs/Maint Buildings	POS Receipt #83103 EDA-Mahube Project		\$4,275.00
		5/29/2024			
Transaction Date	6/5/2024		Main Checking	10100	Total \$4,275.00
Refer	0	CREATING COMMUNITY CONSULT			
Cash Payment Invoice 606	E 203-46630-311	Contracts/Professional	Sauer Family Foundation Grant Contract		\$5,400.00
		6/5/2024			
Cash Payment Invoice 613	E 651-46500-300	Professional Svcs (GEN	Facilitation		\$3,000.00
		6/5/2024			
Transaction Date	6/5/2024		Main Checking	10100	Total \$8,400.00



Payments

Current Period: June 2024

Refer	0 MCFOA REGION 1	-		
Cash Payment	E 100-41400-331 Travel/Training Expense	Registration Form Athenian Dialogue-8/9/24		\$40.00
Invoice				
Transaction Date	6/5/2024	Main Checking	10100	Total \$40.00

Refer	0 MCFOA	-		
Cash Payment	E 100-41400-433 Dues and Subscriptions	Orgin: Member Renewal 01-Full (Active) Member		\$50.00
Invoice 01664				
Transaction Date	6/5/2024	Main Checking	10100	Total \$50.00

Fund Summary

	10100 Main Checking	
100 GENERAL FUND		\$15,031.32
200 FIRE FUND		\$660.58
201 RESCUE FUND		\$28.14
203 FRAZEE RESOURCE CENTER		\$5,400.00
230 CEMETERY		\$996.85
404 CAP PROJ - TOWN LAKE BEACH		\$31,070.00
601 WATER FUND		\$3,338.71
602 SEWER FUND		\$2,019.12
651 ECONOMIC DEVELOPMENT AUTHORITY		\$3,028.14
654 EDA - BUSINESS INCUBATOR		\$4,452.16
656 EDA - Downtown Infill		\$19.24
		<u>\$66,044.26</u>

Pre-Written Checks	\$11,136.94
Checks to be Generated by the Computer	\$54,907.32
Total	\$66,044.26



Payments

Current Period: June 2024

Payments Batch 06122024LSEC1 \$20,806.64

Refer	0	BELLBOY CORPORATION	-		
Cash Payment	E 809-49750-254	Soft Drinks/Mix For Res	Soft Drinks/Mix for Resale		\$44.40
Invoice	0203722000	5/23/2024			
Cash Payment	E 809-49750-251	Liquor For Resale	Liquor for Resale		\$556.90
Invoice	0203722000	5/23/2024			
Cash Payment	E 809-49750-254	Soft Drinks/Mix For Res	CREDIT Soft Drinks/Mix for Resale		-\$23.85
Invoice	0203761300	5/28/2024			
Cash Payment	E 809-49750-256	THC/CBD For Resale	CREDIT THC/CBD for Resale		-\$264.00
Invoice	0203826200	5/31/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$313.45
Refer	0	BEVERAGE WHOLESALERS, INC	-		
Cash Payment	E 809-49750-252	Beer For Resale	Beer for Resale		\$2,336.05
Invoice	330198	5/30/2024			
Cash Payment	E 809-49750-252	Beer For Resale	Beer for Resale		\$1,202.60
Invoice	329106	5/23/2024			
Cash Payment	E 809-49750-252	Beer For Resale	Beer for Resale		\$30.75
Invoice	329107	5/23/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$3,569.40
Refer	0	BERGSETH BROS	-		
Cash Payment	E 809-49750-252	Beer For Resale	Beer for Resale		\$4,702.55
Invoice	348181	5/23/2024			
Cash Payment	E 809-49750-252	Beer For Resale	Beer for Resale		\$1,759.85
Invoice	349236	5/30/2024			
Cash Payment	E 809-49750-252	Beer For Resale	CREDIT Beer for Resale		-\$24.50
Invoice	348180	5/23/2024			
Cash Payment	E 809-49750-252	Beer For Resale	CREDIT Beer for Resale		-\$87.00
Invoice	246-00555	5/23/2024			
Cash Payment	E 809-49750-252	Beer For Resale	CREDIT Beer for Resale		-\$12.00
Invoice	348177	5/22/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$6,338.90
Refer	0	DS BEVERAGES INC	-		
Cash Payment	E 809-49750-252	Beer For Resale	Beer for Resale		\$1,187.60
Invoice	788081	5/22/2024			
Cash Payment	E 809-49750-252	Beer For Resale	Beer for Resale		\$654.55
Invoice	789706	5/29/2024			
Cash Payment	E 809-49750-252	Beer For Resale	CREDIT Beer for Resale		-\$30.00
Invoice	896-01032	5/22/2024			
Cash Payment	E 810-49752-252	Beer For Resale	CREDIT EVENT CENTER Beer for Resale		-\$90.00
Invoice	896-01033	5/22/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$1,722.15
Refer	0	FRAZEE FAMILY FOODS	-		
Cash Payment	E 810-49752-254	Soft Drinks/Mix For Res	Soft Drinks/Mix for Resale		\$158.54
Invoice	43279	5/18/2024			
Cash Payment	E 810-49752-210	Operating Supplies (GE	Operating Supplies		\$11.45
Invoice	43279	5/18/2024			



Payments

Current Period: June 2024

Cash Payment	E 610-49752-254	Soft Drinks/Mix For Res	Soft Drinks/Mix for Resale		\$54.73
Invoice	81969	5/18/2024			
Cash Payment	E 609-49751-213	Operating Supplies - Fo	Oper. Supp. Food		\$7.30
Invoice	82549	5/23/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$232.02
Refer	0	<u>GIOVANNIS FROZEN PIZZA</u>		-	
Cash Payment	E 609-49751-260	Pizza for Resale	Pizza for Resale		\$210.30
Invoice	0305302402	5/30/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$210.30
Refer	0	<u>MET LIFE INSURANCE COMPANY</u>		-	
Cash Payment	G 609-21706	Insurance Payable	TS05397816		\$27.95
Invoice		5/16/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$27.95
Refer	0	<u>OTTER TAIL POWER</u>		-	
Cash Payment	E 609-49750-381	Electric Utilities	Acct 1018429 Off Sale Liq.		\$409.50
Invoice		5/24/2024			
Cash Payment	E 609-49751-381	Electric Utilities	Acct. 1018429 ON Sale Liq		\$409.50
Invoice		5/24/2024			
Cash Payment	E 610-49752-381	Electric Utilities	Acct. 1082472 Event Center		\$574.00
Invoice		5/24/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$1,393.00
Refer	0	<u>VIKING COCA COLA BOTTLING CO</u>		-	
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	Acct. 1101278 Soft Drinks/Mix for Resale		\$254.80
Invoice	3398052	5/22/2024			
Cash Payment	E 610-49752-254	Soft Drinks/Mix For Res	Acct. 1101278 CREDIT CO2 Return Soft Drinks/Mix for Resale		-\$75.00
Invoice	3398052	5/22/2024			
Cash Payment	E 610-49752-254	Soft Drinks/Mix For Res	Acct. 1101278 Event Center Soft Drinks/Mix for Resale		\$360.00
Invoice	3400930	5/29/2024			
Transaction Date	6/3/2024		Liquor Store	10101	Total \$539.80
Refer	0	<u>MN DEPT OF TRANSPORTATION</u>		-	
Cash Payment	E 609-49750-433	Dues and Subscriptions	Acct 7947 Yearly Invoice Permit #4192 Type C Trunk Hwy 87		\$20.00
Invoice	168177	5/17/2024			
Cash Payment	E 609-49751-433	Dues and Subscriptions	Acct 7947 Yearly Invoice Permit #4192 Type C Trunk Hwy 87		\$20.00
Invoice	168177	5/17/2024			
Cash Payment	E 610-49752-433	Dues and Subscriptions	Acct 7947 Yearly Invoice Permit #4192 Type C Trunk Hwy 87		\$20.00
Invoice	168177	5/17/2024			
Transaction Date	6/4/2024		Liquor Store	10101	Total \$80.00
Refer	0	<u>RITEWAY</u>		-	
Cash Payment	E 609-49750-200	Office Supplies (GENER	Laser MP CK-Frazee Third Crossing		\$49.42
Invoice	24-31307	5/31/2024			
Cash Payment	E 609-49751-200	Office Supplies (GENER	Laser MP CK-Frazee Third Crossing		\$49.42
Invoice	24-31307	5/31/2024			



Payments

Current Period: June 2024

Cash Payment	E 610-49752-200 Office Supplies (GENER Laser MP CK-Frazee Third Crossing			\$49.42
Invoice	24-31307	5/31/2024		
Transaction Date	6/4/2024	Liquor Store	10101	Total \$148.28
Refer	0 HSABANK		<u>Ck# 000068E 6/5/2024</u>	
Cash Payment	G 609-21707 Health Savings Payable	Create Date: 6/5/2024		\$235.18
Invoice				
Transaction Date	6/5/2024	Liquor Store	10101	Total \$235.18
Refer	0 IRS		<u>Ck# 000069E 6/4/2024</u>	
Cash Payment	G 609-21701 Federal Withholding	PP #12 LSEC		\$160.96
Invoice				
Cash Payment	G 609-21703 FICA Tax Withholding	PP #12 LSEC		\$686.18
Invoice				
Cash Payment	G 610-21703 FICA Tax Withholding	PP #12 LSEC		\$51.06
Invoice				
Transaction Date	6/5/2024	Liquor Store	10101	Total \$898.20
Refer	0 MN DEPT OF REVENUE - WH		<u>Ck# 000070E 6/3/2024</u>	
Cash Payment	G 609-21702 State Withholding	PP #12 LSEC		\$129.44
Invoice				
Transaction Date	6/5/2024	Liquor Store	10101	Total \$129.44
Refer	0 MN PERA		<u>Ck# 000071E 6/4/2024</u>	
Cash Payment	G 609-21704 PERA	PP #12 LSEC		\$652.50
Invoice				
Cash Payment	G 610-21704 PERA	PP #12 LSEC		\$46.72
Invoice				
Transaction Date	6/5/2024	Liquor Store	10101	Total \$699.22
Refer	0 GLACIER SALT, INC			
Cash Payment	E 609-49751-210 Operating Supplies (GE On Sale Op. Supp. Solar Salt, Delivery Fee, Tax			\$122.62
Invoice	085568	5/28/2024		
Cash Payment	E 609-49750-210 Operating Supplies (GE Off Sale Op. Supp. Solar Salt, Delivery Fee, Tax			\$122.62
Invoice	085568	5/28/2024		
Transaction Date	6/5/2024	Liquor Store	10101	Total \$245.24
Refer	0 VESTIS			
Cash Payment	E 609-49750-211 Cleaning Supplies	Clean Supp Acct 161630211		\$32.20
Invoice	2520404279	6/6/2024		
Cash Payment	E 609-49751-211 Cleaning Supplies	Clean Supp Acct 161630211		\$32.20
Invoice	2520404279	6/6/2024		
Cash Payment	E 610-49752-211 Cleaning Supplies	Clean Supp Acct 162631400		\$129.52
Invoice	2520404287	6/6/2024		
Transaction Date	6/5/2024	Liquor Store	10101	Total \$193.92
Refer	0 BREAKTHRU BEVERAGE			
Cash Payment	E 609-49750-251 Liquor For Resale	Liquor for Resale		\$416.70
Invoice	116096628	6/4/2024		
Transaction Date	6/5/2024	Liquor Store	10101	Total \$416.70
Refer	0 PHILLIPS WINE & SPIRITS			
Cash Payment	E 609-49750-251 Liquor For Resale	Liquor for Resale		\$72.65
Invoice	6792887	6/4/2024		



Payments

Current Period: June 2024

Cash Payment	E 609-49750-253	Wine For Resale	Wine for Resale		\$60.09
Invoice	6792888	6/4/2024			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor for Resale		\$1,993.45
Invoice	6792888	6/4/2024			
Transaction Date	6/5/2024	Liquor Store	10101	Total	\$2,126.19
<hr/>					
Refer	0 JOHNSON BROTHERS LIQUOR CO				
Cash Payment	E 609-49750-253	Wine For Resale	Wine for Resale		\$382.70
Invoice	2552858	6/4/2024			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor for Resale		\$933.04
Invoice	2552858	6/4/2024			
Cash Payment	E 609-49750-251	Liquor For Resale	CREDIT Liquor for Resale		-\$188.42
Invoice	295440	5/15/2024			
Transaction Date	6/5/2024	Liquor Store	10101	Total	\$1,107.32

Fund Summary

	10101 Liquor Store
609 MUNICIPAL LIQUOR FUND	\$19,316.20
610 EVENT CENTER FUND	\$1,290.44
	<hr/>
	\$20,606.64

Pre-Written Checks	\$1,962.04
Checks to be Generated by the Computer	\$18,644.60
Total	<hr/>
	\$20,606.64

NOTES FROM THE MAYOR

Received complaint on employee parking on main street, The street is a public street. Courtesy parking in front of other businesses is asked. There is parking at pedal pusher park as well as parking in the rear of the downtown infill building.

Finance committee

Will meet in June

Park and Rec Committee

Blandin Grant is waiting final approval, I increased it from 5000 to 9000 to cover ground work. The community Club is looking at the corner and will present a proposed mural for the pedal pusher park pending council approval.

Respectfully Submitted Mayor Mark



P.O. Box 387, 222 Main Ave. W., Frazee, MN 56544

Waters Trails Shops Parks

City Phone: 218-334-4991 | City Fax: 218-334-4992

RESOLUTION No. 0612-2024A

A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION FOR FIRE DEPARTMENT DONATIONS

WHEREAS; the City of Frazee is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS; The Frazee Fire department is a vital necessity for the City of Frazee, surrounding Townships, and Counties; and

WHEREAS; the following persons have generously donated the amounts set forth below to the Frazee Fire Department:

<u>Name of Donor</u>	<u>Amount</u>
Frazee Relief Association General Fund	\$9,908.79

WHEREAS: It is the desire of the donor to use this donation towards the purchase of wildland gear; and

WHEREAS; the City Council is appreciative of these donations and commend the donors for their civic efforts and contributions.

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

1. that the donations are accepted and acknowledged with gratitude.
2. that the donations will be used towards the purchase of wildland gear.

THEREFORE, BE IT KNOWN; Adoption of this resolution this 12th of June|2024 by the City Council of Frazee. With the following voting:

	Flemmer	Froeber	Kemper	Rader	Sharp
Aye					
Nay					
Abstain					
Absent					

Mark Flemmer,
Mayor

Stephanie Poegel
City Administrator



Lakes Country Service Cooperative
1001 E. Mt. Faith
Fergus Falls, MN 56537
Jeremy Kovash, Executive Director

Services Agreement

This "Agreement" is entered on the 3rd day of June 2024. ("Effective Date") between Lakes Country Service Cooperative, a public corporation ("LCSC"), and City of Frazee("Client").

For good and valuable consideration, the parties agree as follows:

- I. Service. The Client agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the Client, the following "Service": Through one or more designated LCSC technicians, perform technology services to support the Client's Technology department.
2. LCSC's Responsibilities:
In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall:
Authorize and direct the IT Department to provide the Services to the Client.

Essential Infrastructure Administration Functions:

- Administer (maintain in working order and administer scheduled updates) the Internet service, firewall, content filter, network infrastructure (wired and wireless), servers, and standard services such as printing and file storage.
- Administer (install, maintain, replace) the Microsoft office suite for staff.
- Create and maintain computer and email user accounts for staff.
- Basic instruction for staff on the use and operation of technology hardware or software, as needed.
- Essential security and privacy oversight of system processes and stored data.
- Provide specifications for new or replacement technology hardware and software.
- Maintain service renewal contracts and software licenses as they relate to the above functions.
- Annually Provide technology infrastructure recommendations for planning purposes.
- Provide annual reports of service provided to the Client.
- Client-owned device support for staff.

Communication and Response Time

- Response to tickets, emails, and voicemails will be made no later than one (1) workday.
- Maintain a variety of methods to reach LCSC Technology staff, including our internal ticketing system, LCSC email, and LCSC phone numbers

Services outside the scope of work described in this contract, which may incur additional costs, include:

- Design and installation of new or replacement hardware, wiring, or major software installation including additions to existing systems.
- Data backup and restoration
- Troubleshooting and repair as a result of power interruptions or successful cybersecurity breaches.
- Cybersecurity breakdown
 - Employee security awareness training
 - Vulnerability assessments
 - System hardening
- Technology training beyond basic instruction.
- Installation and maintenance of specific technology or software not listed above.
- Work on non-member equipment or networks.
- Onsite visits – mileage will be charged at the current IRS rate.

3. **Client's Responsibilities:**
The Client will provide on-site workspace, and agree to provide all related hardware, software, and equipment of sufficient quality required for the LCSC Service provider as needed to complete his/her work. The Client will provide access to hardware, software, equipment, and facilities for the LCSC employees. The Client agrees to make its employees available as needed by LCSC to provide the Service and assign a main contact person for LCSC staff, and involve the LCSC staff in the technology budget process for infrastructure, end-user equipment and software.
4. **Payment.** The Client agrees to pay LCSC for the Services as follows:
 - \$9,446.14 for F25 paid in twelve equal monthly payments.

Fees for Services provided by LCSC in addition to those falling within the scope of the Service shall be paid according to LCSC standard fees. Fees not covered by this Agreement will be billed separately. LCSC will obtain prior approval from the Client before initiating additional billable services.
5. **Term.** The Service under this Agreement will begin July 1, 2024, and continue through June 30, 2025. Either party may terminate this Agreement early, effective as of the end of the Client's fiscal year, upon not less than 90-day notice given in writing prior to the end of a fiscal year.
6. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Otter Tail.
7. **Insurance.** LCSC agrees to hold and maintain general liability insurance and errors and omissions insurance specific to the duties of its employees providing the Service. The Client agrees to maintain general liability insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver by either party of any statutory limitations, exclusions, or exceptions on liability.
8. **Non-solicitation.** While this Agreement is in effect, and for a period of one year following the termination of this Agreement, the Member agrees that it will not solicit or in any manner encourage or induce (a) any employee who is or has provided a direct service to a member of LCSC to leave LCSC's employ; (b) any LCSC or other independent contractor of LCSC who has provided a direct service to change or terminate any relationship with LCSC or (c) induce or attempt to induce any client of LCSC to change its relationship with LCSC. Should solicitation of an LCSC employee occur in the time period stipulated in this Agreement, the Member will reimburse the Cooperative for thirty percent (30 %) of the employee or employees' salary and benefits.
9. **Risk Management Arrangements.** It is recognized that LCSC is a cooperative of which Client is a member, and which is providing the Service as a function which otherwise would be provided by Client employees. The parties recognize that LCSC's liability for claims relating to the Service should be limited to any available insurance coverage and in any event to an amount not exceeding certain Service payments made, within the limits in this Section. The following arrangements are in furtherance of the foregoing:
 - a. **Indemnity.** The Client agrees to indemnify and hold LCSC and its employees, agents, or representatives harmless from all claims, demands, or liability, including attorney's fees, and related expenses, which arise out of or are in any manner connected with the Service, this Agreement, or the Client's operations,
 - b. **Standard of Performance; Disclaimer.** LCSC makes no warranties, representations, or guarantees expressed or implied, regarding the service or performance hereunder, and all such are hereby disclaimed by LCSC and waived by Client, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. The service will be provided and accepted on an "as is" "where is" basis, without recourse against LCSC.
 - c. **Limitation of Liability.** In no event shall LCSC ever be liable to the Client or any third party, directly or indirectly, for any sum greater than the total amount of fees for service actually paid to and received by LCSC in the six (6) month period immediately preceding any determination of liability. All other provisions of law,

equity, or this agreement or any other document notwithstanding, this and any available insurance is the exclusive remedy available to district, and is in lieu of all other remedies available at law, in equity or otherwise. The foregoing does not, and shall not be construed or deemed to, create any circumstance, express or implied, under which LCSC may be liable to the Client, and shall not subvert the indemnity, release, and other clauses in this Agreement for the benefit of LCSC.

The provisions of this Section i) shall apply regardless of whether matters are based on breach of warranty, breach of contract, negligence, strict liability, tort, or any other legal theory, ii) shall apply to all matters, whether claimed by or through the Client or by or through third parties, including any students, employees, and governmental or regulatory agencies, and iii) shall survive the termination of the Agreement.

10. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.
11. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both LCSC and the Client, and attached hereto.
12. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this _____ day of _____, 2024.

LCSC MEMBER

LAKES COUNTRY SERVICE COOPERATIVE

By: _____
Authorized Member Official

By: _____
Executive Director

Date: _____

Date: _____

Committee Reports

PARKS & RECREATION COMMITTEE – MAY 22, 2024

1. Call the Meeting to Order - Roll Call
 - a. Meeting started at 3:32 pm
 - b. Present were Erik Anderson, Mark Flemmer, Andrea Froeber, Karen Pifher, Stephanie Poegel, Amy Sterns, Tom Watson, Bob Williams
2. Review of Minutes – April 24, 2024
 - a. Change to 4.j.i.2 – “troll” not “toll”
 - b. Change to 4.n.iii – “900,000” not “900,00”

M/S/CU: Anderson/Watson to approve minutes with changes

3. Open Forum/Communication
 - a. Project 412 – Amy Sterns
 - i. Sterns shared what the troll means to our area/community. About 300 volunteers over the course of the build are coming from all over the country/world. Press day is June 6 – the #1 art magazine is looking to be here for it. This is one of the biggest art exhibits in the world this year. The artist has requested NO ribbon cutting or Grand Opening as he would like people to “find” the trolls.
 - b. Karen Pifher
 - i. Fridays in Frazee starts June 7. Discussion on hours, food trucks, offerings; working on parking locations and plans for as it grows. Pifher to talk with Jim Olson at Becker County about crossing 5th Street.
4. Old Business
 - a. Town Lake Beach Update
 - i. Plans presented for approval

M/S/CU: Froeber/Anderson to recommend City Council to proceed with advertising for bids

- b. Wannigan Regional Park
 - i. FCDC Updates
 1. Troll – Going well, will be done this Thursday or Friday then moving on to DL Park. Opening of troll on 6/18 at 4pm with backup of 6/27 – possibly do somewhere else and say the troll is open.
 2. Anderson will do mowing for parking and a path to the NCT
 3. Need signage for parking
 4. Renollet working on security and electricity
 5. Anderson submitted the archeology review by MIAC
 - ii. Grants/Funding
 1. MN Outdoor – ReLEAF
 - a. June 3 update is ready to submit; a forest advisory committee was created; Anderson is meeting with Carr’s to do the tree inventory
 2. TAP – no update

3. ATI – We were approved
 - a. \$663,000 to be used for trails within the park
 4. Bonding Bill 2024
 - a. Not included this year
 5. LCCMR
 - a. Asking to use the remaining \$112,000 for a well and septic for restrooms
 6. GMRPTC
 - a. Due in July; will be applying for parking, infrastructure, natural playscape, primitive camping, overlooks, shelter, and kayak launch
- c. Pedal Pusher Park
- i. Survey results reviewed
 - ii. Blandin Foundation Grant Update
 1. Flemmer had interview with committee and moving to next level; final approval at end of June; Increased to \$9,000 instead of \$5,000
 - iii. Watson proposed that FACC take over the mural project to do fundraising; Council would have final say on mural; Watson has benches that will be “sold” as a fundraiser
 - iv. Grain bin going up in next few weeks
 - v. Flemmer said he talked with Stephenson about 3 topics for the park:
 1. Old Time Theme
 2. Affordability
 3. Timing

M/S/CU: Froeber/Anderson to recommend City Council to move mural planning to FACC with understanding they will bring any final approvals to City Council

- d. Comp Plan Task Updates
 - i. Bike Friendly City Application
 1. Froeber is working on and will be submitted for review on June 11 – Final application is due June 25.
- e. Eagle Lake Park
- f. Heartland Trail
- g. Basketball Court – Waiting for info from Backcourt Club
- h. Hank Ludtke/Riverside Park – Spring 2025

5. New Business
 - a. Frazee Citizen Recognition

6. Adjournment

M/S/CU: Flemmer/Froeber to adjourn at 4:40 pm

Respectfully submitted,
Stephanie C. Poegel
 Frazee City Administrator

1. Call the Meeting to Order - Roll Call
 - a. Meeting opened at 5:01 pm
 - b. Present were Erik Anderson, Andrea Froeber, Ken Miosek, Mike Sharp, Tyler Trieglaff, Stephanie Poegel, Todd Johnson, Heidi Moen

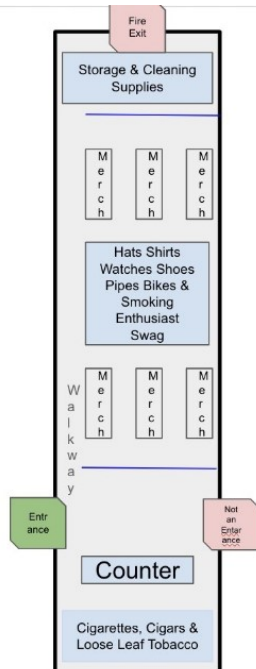
2. Review Minutes – April 23, 2024

M/S/CU: Froeber/Miosek to approve minutes as presented

3. Open Forum – None

4. Old Business

- a. Comprehensive Plan Task Updates Reviewed
- b. Request to Add a Permitted Use in the Downtown Commercial Zone
 - i. Discussion on size of building and floor space of sales
 - ii. Discussion on merchandise being sold



Entire Space is 12' x 100'
(all sizes approximate)

- Tobacco Room: 12' x 23'
- Merchandise Room: 12' x 50'
- Storage/Cleaning: 12' x 23'

Tobacco Products are in a separate room from the retail merchandise...a room that is closely watched by the staff at the counter. There is a wall separating the two rooms, with an open walkway.

This would be an Over 21 store unless accompanied by a parent or guardian.

- iii. Consensus that 70% of floor space is retail and a change of zone is not needed.

5. New Business

- a. Annexation of City Property
 - i. Discussion on which city properties to annex
 - ii. Discussion on annexation process and other properties outside of town

M/S/CU: Froeber/Miosek to recommend to City Council to annex the Wannigan Regional Park, primitive campground, City owned baseball field/concession stand (River Drive North), and Big Turkey Park properties

- b. Ordinance for Retail Sales/Production of Cannabis
 - i. Discussion on the possible need for Cannabis Ordinance

- ii. Moen will look into doing a Cannabis forum

6. Adjournment

M/S/CU: Anderson/Miosek to adjourn at 5:50 pm

Respectfully submitted,

Stephanie C. Poegel

Frazee City Administrator

ECONOMIC DEVELOPMENT AUTHORITY – MAY 21, 2024

WANNIGAN REGIONAL PARK COMMITTEE – MAY 21, 2024

Attending: Stephanie Poegel, Jon Eveslage, Jillian Reiner, Hank Ludtke, Erik Anderson, Andrea Froeber, Karen Pifher

Meeting purposes:

- Discuss activities and timeline of park progress for 2024.
- Open Discussion about Committee Activities




1. Meeting Chair: Hank Note Taker: Jon
2. Festival of Birds
 - a. One bus visited on May 17th. They stayed away from the troll site.
3. DWSMA Water Well – debrief (Erik)
 - a. Erik shared a document that Polly created with details for working on a well and septic system.
 - b. We'll be working with the DNR. Jillian will be guiding on the water permits as needed.
 - c. Jillian hopes the LCCMR money can be used for the well and a restroom by the main trail head. Widseth will design. This will be used until the city water is available.
4. Status update on State of MN Capital Committee Bond Infrastructure (CCC)
 - a. The bonding bill didn't pass during the legislative session, and our bond request was not included. The bill will likely come up again next year, with more available money.
5. Feature Discussion: Troll Unveiling Welcome Event Ideas Discussion (Erik)
 - a. A late afternoon or early evening event is planned for June 18. (June 27 backup)
 - b. Meet by the bridge for the event. People will search out the troll.
 - c. Some treats and beverages will be shared. Details pending.
 - d. Karen will include the event details in her EDA email newsletter.
6. Feature Discussion: Components in GMRPTC application (Jillian)
 - a. A meeting was held earlier today with Widseth to discuss the application and how the GMRPTC Grant application funds will be used.
 - b. Jillian shared some details. The plan is to use funds for the entrance, trail head, restroom and play area. Parking adjustments and other minor design adjustments were discussed at today's meeting. A signage plan is also underway.
 - c. We also discussed the kayak launch, possibly including ADA access to the launch.
7. Other agenda items

- a. Erik is preparing a periodic update for the DNR Re-Leaf Grant application. An inspection and tree inventory are needed. Carr's will be contacted. (\$12,000 grant). A tree management plan is also needed (\$7,500 grant) He will send it to Stephanie for review. A Forestry Advisory Committee is needed. Erik and Hank will lead. Ken Hammer may be able to help. (At least 3 people are needed.)
 - b. Karen reported that \$663K for the Active Transportation Grant was approved! This covers construction costs. Stephanie, Erik – FCDC needs to work out some details needed to affirm the grant (ability to follow the proposed process). It's needed soon! Karen will share the details with Erik for FCDC. Stephanie will send the completed information after it's completed by FCDC.
 - c. We're still waiting to hear about other grants that can be used for Water/Sewer infrastructure. Karen shared the updates.
 - d. Communications Camera update (Hank): Midco may be able to get this set up for us. Arvig was also contacted.
 - e. Some signage – including the welcome sign – is in place.
8. Next meeting: Tuesday, June 25 1:30-3pm

LAKESIDE CEMETERY LIAISON

Old Business

WATER TREATMENT PLANT PAY APPLICATION #15

 Ulteig We listen. We solve.™		APPLICATION FOR PAYMENT		Contract No.: 18.00522
				Application for Payment No.: 15 FINAL
				Page: 1 of 4
<u>Owner</u> CITY OF FRAZEE		<u>Contractor</u> RICE LAKE CONSTRUCTION GROUP		<u>Period of Estimate</u> From: APRIL 25, 2021 To: JUNE 25, 2021
CONTRACT CHANGE ORDER SUMMARY			ESTIMATE	
No.	Approval Date	Amount		
		Additions	Deductions	
1	March 9, 2020		(\$1,714.00)	1. Original Contract..... \$2,594,300.00
2	April 13, 2020	\$4,001.00		2. Change Orders..... \$39,779.00
3	May 11, 2020	\$1,800.00		3. Revised Contract (1 + 2).... \$2,634,079.00
4	July 14, 2020	\$6,768.00		4. Work Completed*..... \$2,634,079.00
5	December 15, 2020	\$4,494.00		5. Stored Materials*..... \$0.00
6	January 12, 2021		(\$9,684.00)	6. Subtotal (4 + 5)..... \$2,634,079.00
7	April 19, 2021	\$34,114.00		7. Ineligible Work*..... \$0.00
TOTALS		\$51,177.00	(\$11,398.00)	8. Adjusted Subtotal (6 - 7).. \$2,634,079.00
NET CHANGE		\$39,779.00		9. Retainage (0.0%)..... \$0.00
				10. Previous Payments..... \$2,631,591.00
				11. Amount Due (8 - 9 - 10).. \$2,488.00
* Detailed breakdown attached				
Contract Time				
Original Substantial Completion Date: March 26, 2021 Revised: _____		Percent Contract Time Expired: Percent of Work Completed:	100.0% (to Final) 100.00%	Contractor Is (BOLD One): On Schedule Ahead of Schedule Behind Schedule
Original Final Completion Date: June 25, 2021 Revised: _____		Percent of Contract Paid:	100%	
				If behind schedule, has Contractor been advised of liquidated damages clauses as outlined in the Contract? _____ Amount: _____
If the project is behind schedule, has the Contractor been informed and are measures being taken to return to schedule (describe)? _____				
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous payment estimates were issued and payments received from the Owner, and that current payments shown herein are now due. Contractor: <u>RICE LAKE CONSTRUCTION GROUP</u>			ENGINEER'S CERTIFICATION: The undersigned certifies that to the best of their knowledge and belief and to the extent of their assigned Contract responsibilities, the quantities shown in this estimate are correct and that the work has been performed in accordance with the Contract Documents.	
By:  Date: <u>5/29/24</u>			A/E: <u>ULTEIG ENGINEERS, INC.</u> By:  Date: <u>5/24/24</u>	
APPROVED BY OWNER: Owner: <u>CITY OF FRAZEE</u> By: _____ Title: _____ Date: ___/___/___				

DETAILED BREAKDOWN OF WORK COMPLETED
 APPLICATION FOR PAYMENT #13
 WATER TREATMENT FACILITY AND SUPPLY WELL
 FRAZEE, MINNESOTA

PART ONE

NO.	ITEM	BID QTY	UNIT	UNIT PRICE	BID AMOUNT	WORK COMPLETED					TOTAL AMOUNT TO DATE	MATERIALS STORED (NOT IN WORK COMPLETED)	TOTAL COMPLETED AND STORED TO DATE	% COMP.	BALANCE TO FINISH
						PREV. QTY	QTY THIS PERIOD	TOTAL QTY TO DATE	AMOUNT THIS PERIOD	TOTAL AMOUNT TO DATE					
1.0	MOBILIZATION														
1.1	General Conditions (20% Mob, 80% Pro), 10% Demob)	1	L.S.	\$60,000.00	\$60,000.00	1.00	0.00	1.00	\$0.00	\$60,000.00	\$0.00	\$60,000.00	100.0%	\$0.00	
1.2	Supervision (100% Project Spread)	1	L.S.	\$45,000.00	\$45,000.00	1.00	0.00	1.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00	100.0%	\$0.00	
2.0	WATER TREATMENT PLANT CONSTRUCTION														
2.1	SITE WORK														
2.11	Site Clear/Grub, Erosion Control, Demo	1	L.S.	\$65,000.00	\$65,000.00	1.00	0.00	1.00	\$0.00	\$65,000.00	\$0.00	\$65,000.00	100.0%	\$0.00	
2.12	Site Utilities and Pipe Installation	1	L.S.	\$161,500.00	\$161,500.00	1.00	0.00	1.00	\$0.00	\$161,500.00	\$0.00	\$161,500.00	100.0%	\$0.00	
2.13	Structure Excavation and Backfill	1	L.S.	\$104,000.00	\$104,000.00	1.00	0.00	1.00	\$0.00	\$104,000.00	\$0.00	\$104,000.00	100.0%	\$0.00	
2.14	Blankets	1	L.S.	\$12,700.00	\$12,700.00	1.00	0.00	1.00	\$0.00	\$12,700.00	\$0.00	\$12,700.00	100.0%	\$0.00	
2.15	Landscape Seeding	1	L.S.	\$5,179.00	\$5,179.00	0.50	0.50	1.00	\$2,589.50	\$5,179.00	\$0.00	\$5,179.00	100.0%	\$0.00	
2.3	CONCRETE														
2.31	Building Foundations	1	L.S.	\$81,458.00	\$81,458.00	1.00	0.00	1.00	\$0.00	\$81,458.00	\$0.00	\$81,458.00	100.0%	\$0.00	
2.32	Cast-in Place Concrete Tank	1	L.S.	\$111,800.00	\$111,800.00	1.00	0.00	1.00	\$0.00	\$111,800.00	\$0.00	\$111,800.00	100.0%	\$0.00	
2.33	Precast Concrete Walls	1	L.S.	\$200,000.00	\$200,000.00	1.00	0.00	1.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00	100.0%	\$0.00	
2.34	Precast Concrete Roof Deck	1	L.S.	\$80,000.00	\$80,000.00	1.00	0.00	1.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	100.0%	\$0.00	
2.35	Misc. Equipment Pads	1	L.S.	\$3,000.00	\$3,000.00	1.00	0.00	1.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.0%	\$0.00	
2.36	Concrete Generator Pad	1	L.S.	\$6,500.00	\$6,500.00	1.00	0.00	1.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00	100.0%	\$0.00	
2.37	Misc. Exterior Concrete	1	L.S.	\$3,500.00	\$3,500.00	1.00	0.00	1.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.0%	\$0.00	
2.5	METALS														
2.51	Structural Metals and Installation	1	L.S.	\$29,902.00	\$29,902.00	1.00	0.00	1.00	\$0.00	\$29,902.00	\$0.00	\$29,902.00	100.0%	\$0.00	
2.6	CARPENTRY														
2.61	Rough Carpentry	1	L.S.	\$3,500.00	\$3,500.00	1.00	0.00	1.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.0%	\$0.00	
2.62	Finish Carpentry	1	L.S.	\$4,193.00	\$4,193.00	1.00	0.00	1.00	\$0.00	\$4,193.00	\$0.00	\$4,193.00	100.0%	\$0.00	
2.7	THERMAL AND MOISTURE PROTECTION														
2.71	Membrane Roofing / Sheeting	1	L.S.	\$29,900.00	\$29,900.00	1.00	0.00	1.00	\$0.00	\$29,900.00	\$0.00	\$29,900.00	100.0%	\$0.00	
2.72	Caulking	1	L.S.	\$7,500.00	\$7,500.00	1.00	0.00	1.00	\$0.00	\$7,500.00	\$0.00	\$7,500.00	100.0%	\$0.00	
2.8	DOORS AND WINDOWS														
2.81	Exterior Doors	1	L.S.	\$7,221.00	\$7,221.00	1.00	0.00	1.00	\$0.00	\$7,221.00	\$0.00	\$7,221.00	100.0%	\$0.00	
2.82	Interior Doors	1	L.S.	\$14,442.00	\$14,442.00	1.00	0.00	1.00	\$0.00	\$14,442.00	\$0.00	\$14,442.00	100.0%	\$0.00	
2.83	Glazing	1	L.S.	\$1,500.00	\$1,500.00	1.00	0.00	1.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.0%	\$0.00	
2.9	FINISHES														
2.91	Painting and Coatings	1	L.S.	\$50,000.00	\$50,000.00	0.50	0.05	1.00	\$2,500.00	\$50,000.00	\$0.00	\$50,000.00	100.0%	\$0.00	
2.10	SPECIALTIES														



Cost Proposal
Frazee 2024 Streets & Utilities
Frazee, MN

Date:
May 30, 2024

Prepared for:
City of Frazee
PO Box 387
Frazee, MN 56544

Geotechnical • Materials
Forensic • Environmental
Building Technology
Petrography/Chemistry

American Engineering Testing
3940 Minnkota Ave NW
Bemidji, MN 56601
TeamAET.com • 218-209-2977

May 30, 2024

City of Frazee
PO Box 387
Frazee, MN 56544



ATTN: C/O Chris Thorson

Subject: Fee Proposal – Construction Material Testing Services
Frazee 2024 Streets & Utilities
Frazee, MN

Greetings Chris,

American Engineering Testing (AET) is pleased to submit this proposal and preliminary fee estimate to provide construction material testing services during the Frazee 2024 Streets & Utilities project in Frazee, MN. Our proposal is based on the digital plans provided by Ulteig Engineers. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the fee estimate for our services.

PROJECT INFORMATION

We understand the project, located in Frazee, Minnesota, consists of street and utility construction for the 2024 improvement project. It is understood our scope of work is generally the QA testing not completed by County.

We have not received a copy of the construction schedule and have had to make some assumptions as to the anticipated number of visits, duration of each visit, and the anticipated amount of testing. We believe these assumptions are consistent with current construction practices and the project goals. We will coordinate our services with your project representative to provide an efficient application of our services while meeting the requirements of the project plans and specifications.

SCOPE OF SERVICES

AET's Project Manager, Jake Voigt, will provide supervision and technical oversight of our services. Mr. Voigt is responsible for interacting with your designated project representative to coordinate our field observation and laboratory testing services. Staff assignment will be dependent on the nature of the testing required.

Scope of Work

We understand activities on this project will require general construction material testing as well as special inspection services as defined within the current 2022 MNDOT State Aid Schedule of Materials Control and MNDOT Standards and Specifications. We present below a generalized "scope of services" associated with our involvement on this project.

- Execute quality assurance services for evaluation of native soils and engineering fill used in

3940 Minnkota Ave NW | Bemidji, MN 56601
Phone Office: 218-209-2977 | teamAET.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.



support of project pavements and utilities.

- Perform quality assurance services associated with construction of project concrete pavements. Such services may include observation to document completed work conforms to appropriate criteria.

Technical Management & Reports

Our Project Manager reviews the daily field reports generated by our field staff during construction. Items found in non-compliance with the project requirements are brought to the immediate attention of the construction superintendent for correction.

We have assumed that our standard invoicing format issued on a monthly basis with no supporting documentation will be acceptable for this project. If supporting documentation or specialized invoicing is required, additional administrative time may be required to accommodate your request.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached AET Fee Estimate tabulation. These rates will remain in effect through the duration of the project. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects and construction schedule.

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

TERMS AND CONDITIONS

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

ACCEPTANCE

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



represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

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

Sincerely,
American Engineering Testing, Inc.

Handwritten signature of Jake Voigt in black ink.

Jake Voigt, PE
Engineer III

Handwritten signature of Seth Misialek in black ink.

Seth Misialek
Field Engineer

ACCEPTANCE AND AUTHORIZATION:

SIGNATURE: _____
PRINTED NAME: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER AND EMAIL: _____
DATE: _____

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

AP CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____

Attachments: AET Fee Estimate
Construction Service Agreement – Terms and Conditions
Certificate of Insurance
W9

PROJECT TESTING SERVICES FEE SCHEDULE

Frazee 2024 Street & Utilities
Frazee, MN



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Compaction Testing</i>			
Soil Density Testing - Technician II for soil compaction testing and reporting.	16 Hour	\$95.00	\$1,520.00
Trip Charge to the jobsite.	16 Each	\$325.00	\$5,200.00
Nuclear Density Test	64 Test	\$35.00	\$2,240.00
ASTM D698 Standard Proctor	8 Test	\$190.00	\$1,520.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	Test	\$145.00	\$0.00
	Section Subtotal:		\$10,480.00
<i>Concrete Testing</i>			
Concrete Testing - Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL.	6 Hour	\$95.00	\$570.00
Trip Charge to the jobsite.	6 Each	\$325.00	\$1,950.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	30 Test	\$30.00	\$900.00
	Section Subtotal:		\$3,420.00
<i>Project Management & Coordination</i>			
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	4 Hour	\$170.00	\$680.00
Project Administrator for report preparation, review, invoicing.	4 Hour	\$80.00	\$320.00
Travel	68 Hour	\$0.00	\$0.00
	Section Subtotal:		\$1,000.00
ESTIMATED BUDGET			\$14,900.00

SECTION 1 - RESPONSIBILITIES

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

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

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

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

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

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

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

SECTION 2 – ON CALL SERVICES

2.1 - If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 - Client will furnish AET safe and legal site access.

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

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

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET’s measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

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

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

SECTION 6 - PROJECT RECORDS

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

SECTION 7 - STANDARD OF CARE

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

SECTION 8 - INSURANCE

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

8.1 -

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

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

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

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

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

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

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

SECTION 9 - DELAYS

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

SECTION 10 - PAYMENT, INTEREST AND BREACH

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

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

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

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

SECTION 11 - CHANGE ORDERS

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

SECTION 12 - MEDIATION

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

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

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

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

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

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

SECTION 15 - NON-SOLICITATION

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

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

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

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 19 - TERMINATION

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

SECTION 20 - SEVERABILITY

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

SECTION 21 - GOVERNING LAW

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

SECTION 22 - ENTIRE AGREEMENT

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN ENGINEERING TESTING, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applicable to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 550 CLEVELAND AVENUE NORTH	Requester's name and address (optional)
	6 City, state, and ZIP code ST. PAUL, MN 55114	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> <td style="width: 30px; height: 20px;"></td> </tr> </table>										
or										
Employer identification number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30px; height: 20px; text-align: center;">4</td> <td style="width: 30px; height: 20px; text-align: center;">1</td> <td style="width: 30px; height: 20px; text-align: center;">-</td> <td style="width: 30px; height: 20px; text-align: center;">0</td> <td style="width: 30px; height: 20px; text-align: center;">9</td> <td style="width: 30px; height: 20px; text-align: center;">7</td> <td style="width: 30px; height: 20px; text-align: center;">7</td> <td style="width: 30px; height: 20px; text-align: center;">5</td> <td style="width: 30px; height: 20px; text-align: center;">2</td> <td style="width: 30px; height: 20px; text-align: center;">1</td> </tr> </table>	4	1	-	0	9	7	7	5	2	1
4	1	-	0	9	7	7	5	2	1	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date ▶ <u>1/1/24</u>
-----------	--------------------------	----------------------

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)
12/11/2023

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

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

PRODUCER License # 20443386 HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER A: The Phoenix Insurance Company 25623	
	INSURER B: The Travelers Indemnity Company of America 25666	
	INSURER C: Travelers Property Casualty Company of America 25674	
	INSURER D: Charter Oak Fire Insurance Company 25615	
	INSURER E: Continental Casualty Company 20443	

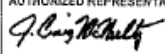
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR) (Y/N/D)	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		P630539K8896PHX24	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADIV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		8102L6457122443G	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP3K2260092443	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB9H9151012443G	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH-ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> PROF/POLL LIABILITY RETRO: 070287		ECH254066939	1/1/2024	1/1/2025	EACH CLAIM \$ 10,000,000
E			ECH254066939	1/1/2024	1/1/2025	AGGREGATE \$ 15,000,000

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

ILLUSTRATION ONLY

CERTIFICATE HOLDER	CANCELLATION
ILLUSTRATION CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



P.O. Box 387, 222 Main Ave. W., Frazee, MN 56544

Waters Trails Shops Parks

City Phone: 218-334-4991 | City Fax: 218-334-4992

RESOLUTION No. 0612-2024B

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a motion passed by the Council on March 27, 2024, Widseth Engineering has prepared plans and specifications for the Town Lake Beach Pavilion, and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FRAZEE, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City authorizes Widseth Engineering to proceed with the public bidding process. The advertisement shall be published for a minimum of fourteen days, shall specify the work to be done, shall state that bids will be received by the City at a to be determined time, date and location, at which time they will be publicly opened by the City of Frazee Park & Rec Committee.

Adopted by the council this 12th day of June, 2024.

THEREFORE, BE IT KNOWN; Adoption of this resolution this 12th day of June 2024 by the City Council of Frazee. With the following voting:

	Flemmer	Froeber	Kemper	Rader	Sharp
Aye					
Nay					
Abstain					
Absent					

Mark Flemmer,
Mayor

Stephanie Poegel
City Administrator

New Business

RESCUE SQUAD MEMBER HIRING

Frazee Rescue

Matthew Johnson - President

Frazee City Council

Meeting Date: 06/12/24

On Wednesday, May 29th, the Frazee Rescue Board interviewed Brandon Wirre, who had applied to become a member. Brandon lives inside the city of Frazee and is currently employed by Perham EMS as a paramedic.

The Board approved bringing Brandon onto the Rescue Squad with a standard probationary period. Further, because of Brandon's experience, the Board approved a modified training/orientation program.

Brandon has provided his current credentials and consented to a background check, which was turned over to Police Chief Trieglaff.

Request: The City Council approves the hiring of Brandon as a volunteer member of Frazee Rescue upon satisfactory background check completion.

Currently Frazee Rescue has 10 members.

- Suzann Bristlin
- Amanda Felt
- Stacy Hunt
- Tasha Jenson
- Josie Johnson
- Matthew Johnson
- Shawna King
- Ken Miosek
- Terri Thunstrom
- Tyler Trieglaff

Respectfully Submitted - 06/05/24

Matthew Johnson

Addendum

APPROVAL OF ADDITIONAL CLAIMS