



CITY COUNCIL MEETING AGENDA

August 27, 2025 ~ 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- The City of Frazee welcomes you to this meeting. We have the desire to provide an opportunity to hear from members of the public. This portion of the agenda will be limited to a total of not more than 30 minutes, unless otherwise determined by the council. Individual speakers are asked to limit their comments to not more than 10 minutes, unless otherwise determined by the council. The council requests that all comments be in keeping with, and contribute to, an atmosphere of civil, courteous, thoughtful, and respectful public discourse. The council will not respond to comments at the time of the guest's spot on the agenda; however, if the council feels there needs to be a discussion, comments, or a decision it will be taken up at the New Business part of the agenda with a possibility of future council agenda items. Thank you for attending.
5. Approve Agenda
6. Consent Agenda
 - a. Meeting Minutes – [August 13, 2025](#)
 - b. [Approval of Claims](#)
 - c. [Resolution 0827-2025A – Rescue Donations](#)
 - d. [Resolution 0827-2025B – Fire Donations](#)
 - e. [Resolution 0827-2025C – Fireworks Donations](#)
 - f. [LG220 Application for Exempt Permit – Kaotics Robotics Booster Club](#)
7. Staff Reports
 - a. [Fire Department](#)
 - b. [Rescue](#)
 - c. [Event Center](#)
 - d. [Liquor Store](#)
 - e. [Police Department](#)
 - f. [Public Works](#)
 - g. [Administration](#)

8. Old Business
 - a. [Purchase Agreement Extension](#)
9. New Business
 - a. Road Closure Request
 - b. Fire Department Hires
10. Council Member Comments
11. Addendum
 - a. [Construction Agreement with Dennis Drewes Inc.](#)
 - b. [Records Retention Destruction](#)
12. Adjournment

Consent Agenda

MINUTES – AUGUST 13, 2025

1. Call the Meeting to Order
 - a. Meeting called to order by Mayor Mike Sharp at 5:00 pm at the Frazee Event Center
2. Roll Call
 - a. Members Present: Andrew Daggett, Andrea Froeber, Mark Kemper, James Rader, Mike Sharp
 - b. Members Absent: None
 - c. Staff: Matt Johnson, Stephanie Poegel, Tyler Trieglaff
 - d. Contracted Services: Chris Thorson – Ulteig Engineering; Patrick Hollister – PartnerSHIP 4 Health; Patrick Bakken – Ramstad, Skoyles & Bakken P.A.
 - e. Guests: Phil Hansen, Tom Graten, Bob Williams
3. Pledge of Allegiance
4. Approve Agenda

M/S/CU: Rader/Daggett to approve agenda as presented

5. Open Forum
 - a. Tom Graten spoke about the community development position and ideas for the position
 - b. Phil Hansen spoke about a new TIF program we may qualify for that Detroit Lakes is doing
6. Consent Agenda
 - a. Meeting Minutes – July 23, 2025
 - b. Liquor Store Income Statement – June 2022 – June 2025
 - c. Resolution 0813-2025A – Rescue Department Donation Resolution
 - d. Resolution 0813-2025B – Fire Department Donation Resolution
 - e. Resolution 0813-2025C – Donation to the City of Frazee Resolution
 - f. LG220 Application for Exempt Permit – CornerStone

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

7. Committee & Liaison Reports
 - a. Parks & Recreation Committee – July 23, 2025
 - b. Wannigan Regional Park Committee – July 22, 2025
 - c. Planning & Zoning – July 22, 2025
 - d. Personnel Committee – August 5, 2025
 - e. Finance Committee – No Meeting
 - f. Economic Development Authority – July 22, 2025
 - g. Lakeside Cemetery Liaison
 - h. Frazee School District Liaison
 - i. Frazee Area Action Fund Liaison
 - j. Frazee-Burlington-Silver Leaf Joint Powers Board Liaison

k. Lake Agassiz Regional Library Liaison

M/S/CU: Kemper/Froeber to approve committee/liaison reports as provided in the agenda packet

8. Old Business

a. Resolution 0813-2025D – Accept Solar Proposal from Holsen Solar

M/S/CU: Kemper/Rader to approve Resolution 0813-2025D – Accept Solar Proposal from Holsen Solar as presented

b. Holsen Solar Installation Agreement

M/S/CU: Kemper/Rader to approve Holsen Solar Installation Agreement as presented

c. Resolution 0813-2025E – Support Seeking Solar Project Financing from West Central Initiative

M/S/CU: Froeber/Rader to approve Resolution 0813-2025E – Support Solar Project Financing from West Central Initiative as presented

d. ARMER Grant Contract Agreement

M/S/CU: Froeber/Rader to approve ARMER Grant Contract Agreement as presented

e. Resolution 0813-2025F – To Accept Grant Terms and Conditions for the Active Transportation Program Grant Agreement SAP 003-590-003

M/S/CU: Rader/Kemper to approve Resolution 0813-2025F – To Accept Grant Terms and Conditions for the Active Transportation Program Grant Agreement ASP 003-590-003 as presented

f. State of Minnesota Active Transportation Program Grant Agreement

M/S/CU: Froeber/Daggett to approve State of Minnesota Active Transportation Program Grant Agreement as presented

g. Wannigan ATI Grant Construction Management Agreement

- i. FCDC has stated they will cover costs that are non-grant eligible – this would be one of those costs

M/S/CU: Kemper/Daggett to approve Wannigan ATI Grant Construction Management Agreement as presented

9. New Business

a. Main Street 2027 Presentation

- i. Thorson presented the findings of the Main Street 2027 Complete Streets Study
- ii. Next step is to begin planning with Becker County

10. Council Member Comments

- a. Trieglaff updated Council on the MNDOT right of way cameras, and that the cameras at Town Lake Beach are installed and running
- b. Poegel shared that Town Lake Beach is nearing completion

11. Addendum

a. Approval of Claims

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

b. Closing of TIF 1-1

M/S/CU: Kemper/Rader to approve the closing of TIF 1-1 with funds being deposited into the Main Checking account for the General Fund

c. Rescue Squad Outfitting

i. 2 quotes for outfitting the Rescue squad were presented

1. Guardian - \$20,513.18; will deliver upon completion; proposed completion date is sooner
2. Midstates Wireless - \$19,219.64; we will need to pick-up upon completion; proposed start date is 3 months out

M/S/CU: Kemper/Rader to approve quote from Guardian at \$20,513.18 due to speed of receiving vehicle

12. Adjournment

M/S/CU: Froeber/Rader to adjourn at 5:44 pm

Respectfully submitted,
Stephanie Poegel
Frazee City Administrator



CITY OF FRAZEE
Payments

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Current Period: August 2025

Payments Batch 08272025GEN

\$422,715.65

Refer	0 MN DEPT OF REVENUE - ST	Cl# 000358E 8/20/2025	
Cash Payment	R 100-34104 Campsite Rental Revenue	Campground Sales & Use Tax - July 2025	\$133.00
Invoice			
Transaction Date	8/20/2025	Main Checking 10100	Total \$133.00
Refer	0 MN DEPT OF REVENUE - ST	Cl# 000357E 8/20/2025	
Cash Payment	G 100-20801 Taxes - Sales & Use Taxes	Utility Sales & Use Tax - July 2025	\$1,392.00
Invoice			
Cash Payment	G 601-20801 Taxes - Sales & Use Taxes	Utility Sales & Use Tax - July 2025	\$307.00
Invoice			
Transaction Date	8/20/2025	Main Checking 10100	Total \$1,699.00
Refer	0 ARVIG ENTERPRISES INC	-	
Cash Payment	E 100-41400-321 Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$161.71
Invoice			
Cash Payment	E 100-42110-321 Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$117.53
Invoice			
Cash Payment	E 201-42300-321 Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$5.09
Invoice			
Cash Payment	E 100-45200-321 Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$257.65
Invoice			
Cash Payment	E 601-49400-321 Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$90.95
Invoice			
Cash Payment	E 100-43100-321 Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$86.95
Invoice			
Transaction Date	8/20/2025	Main Checking 10100	Total \$719.88
Refer	0 FRAZEE PUBLIC UTILITIES	-	
Cash Payment	E 100-45183-382 Water/Sewer Utilities	July 2025 Water/Sewer Utilities	\$47.72
Invoice			
Cash Payment	E 654-46500-382 Water/Sewer Utilities	July 2025 Water/Sewer Utilities	\$59.20
Invoice			
Cash Payment	E 656-46500-382 Water/Sewer Utilities	July 2025 Water/Sewer Utilities	\$59.88
Invoice			
Transaction Date	8/20/2025	Main Checking 10100	Total \$166.80
Refer	0 IRS	Cl# 000358E 8/11/2025	
Cash Payment	G 100-21701 Federal Withholding	Employee Withholding PP# 16	\$1,059.04
Invoice			
Cash Payment	G 100-21703 FICA Tax Withholding	Employee Withholding PP# 16	\$1,605.34
Invoice			
Cash Payment	G 601-21701 Federal Withholding	Employee Withholding PP# 16	\$183.77
Invoice			
Cash Payment	G 601-21703 FICA Tax Withholding	Employee Withholding PP# 16	\$358.82
Invoice			



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Payments

Current Period: August 2025

Cash Payment Invoice	G 602-21701	Federal Withholding	Employee Withholding PP# 16	\$280.38
Cash Payment Invoice	G 602-21703	FICA Tax Withholding	Employee Withholding PP# 16	\$464.28
Transaction Date	8/20/2025	Main Checking	10100	Total \$3,951.63
Refer	0 MN DEPT OF REVENUE - WH	Clk# 000359E 8/11/2025		
Cash Payment Invoice	G 100-21702	State Withholding	Employee Withholding PP #16	\$761.11
Cash Payment Invoice	G 601-21702	State Withholding	Employee Withholding PP #16	\$118.50
Cash Payment Invoice	G 602-21702	State Withholding	Employee Withholding PP #16	\$128.52
Transaction Date	8/20/2025	Main Checking	10100	Total \$1,008.13
Refer	0 MN PERA	Clk# 000360E 8/11/2025		
Cash Payment Invoice	G 100-21704	PERA	Employee Withholding PP #16	\$3,146.12
Cash Payment Invoice	G 601-21704	PERA	Employee Withholding PP #16	\$345.48
Cash Payment Invoice	G 602-21704	PERA	Employee Withholding PP #16	\$483.97
Transaction Date	8/20/2025	Main Checking	10100	Total \$3,975.57
Refer	0 IRS	Clk# 000361E 8/11/2025		
Cash Payment Invoice	G 100-21703	FICA Tax Withholding	Employee Withholding PP#16	\$142.80
Cash Payment Invoice	G 200-21703	FICA Tax Withholding	Employee Withholding PP#16	\$100.98
Transaction Date	8/20/2025	Main Checking	10100	Total \$243.78
Refer	0 AFLAC	-		
Cash Payment Invoice	G 100-21709	Aflac/Colonial Life	Employee Withholding August 2025	\$202.92
Transaction Date	8/20/2025	Main Checking	10100	Total \$202.92
Refer	0 BRISTLIN CONSTRUCTION INC.	-		
Cash Payment Invoice	E 421-46500-502	Construction - New/Repl	DTI Construction - Draw #4	\$273,363.88
Transaction Date	8/20/2025	Main Checking	10100	Total \$273,363.88
Refer	0 RAMSTAD, SKOYLES, WINTERS &	-		
Cash Payment Invoice 15647	E 100-42110-304	Legal Fees	Prosecution Fees - July 2025	\$800.00
Transaction Date	8/20/2025	Main Checking	10100	Total \$800.00
Refer	0 STREICHERS	-		
Cash Payment Invoice I1768591	E 100-42110-218	Uniforms	Duty Belt	\$54.99
Transaction Date	8/20/2025	Main Checking	10100	Total \$54.99
Refer	0 MN CHILD SUPPORT	-		



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Payments

Current Period: August 2025

Cash Payment	G 100-21712	Garishment Payable	Remittance ID 0014815090 - Pay Period 2025-17	\$15.22
Invoice				
Transaction Date	8/20/2025	Main Checking	10100	Total \$15.22
Refer	0	MN ENERGY RESOURCES	-	
Cash Payment	E 421-46500-383	Gas Utilities	109 Main Suite D - Natural Gas	\$9.02
Invoice				
Cash Payment	E 421-46500-383	Gas Utilities	109 Main Suite C - Natural Gas	\$22.55
Invoice				
Cash Payment	E 421-46500-383	Gas Utilities	109 Main Suite B - Natural Gas	\$9.02
Invoice				
Transaction Date	8/20/2025	Main Checking	10100	Total \$40.59
Refer	0	ULTEIG OPERATIONS	-	
Cash Payment	E 403-43100-303	Engineering Fees	East Main Utility Improvements - Additional Services	\$3,692.80
Invoice ARIV1068841 8/20/2025				
Transaction Date	8/20/2025	Main Checking	10100	Total \$3,692.80
Refer	0	NEWMAN SIGNS, INC	-	
Cash Payment	E 651-46500-340	Advertising	Bilboard - Hwy 10 Perham	\$625.00
Invoice PSTINV033516 8/20/2025				
Transaction Date	8/20/2025	Main Checking	10100	Total \$625.00
Refer	0	OTTER TAIL POWER	-	
Cash Payment	E 421-46500-381	Electric Utilities	109 East Main Suite C - Electricity	\$219.04
Invoice				
Transaction Date	8/20/2025	Main Checking	10100	Total \$219.04
Refer	0	SWANSONS REPAIR INC	-	
Cash Payment	E 100-43100-407	Repairs/Maint Equipmen	Mowing Head	\$53.98
Invoice 1685 7/18/2025				
Cash Payment	E 100-45200-404	Repairs/Maint Machinery	Blade & Cutter	\$172.62
Invoice 1877 7/30/2025				
Transaction Date	8/20/2025	Main Checking	10100	Total \$226.60
Refer	0	ARVIG ENTERPRISES INC	-	
Cash Payment	E 100-41400-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$167.71
Invoice				
Cash Payment	E 100-42110-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$117.53
Invoice				
Cash Payment	E 201-42300-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$5.09
Invoice				
Cash Payment	E 601-49400-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$90.95
Invoice				
Cash Payment	E 100-43100-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$86.95
Invoice				



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Payments

Current Period: August 2025

Cash Payment	E 100-45200-321 Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025	\$257.65
Invoice			
Transaction Date	8/21/2025	Main Checking 10100	Total \$725.88
Refer	0 HOLSEN SOLAR	-	
Cash Payment	E 100-43100-530 Improvements Other Th		\$85,151.31
Invoice 515-SOLAR-1 8/14/2025			
Transaction Date	8/21/2025	Main Checking 10100	Total \$85,151.31
Refer	0 JET-WAY	-	
Cash Payment	E 802-49450-404 Repairs/Maint Machinery	Cleaning 5 lift stations	\$2,326.25
Invoice 24805 7/30/2025			
Transaction Date	8/21/2025	Main Checking 10100	Total \$2,326.25
Refer	0 TENVOORDE FORD, INC	-	
Cash Payment	E 201-42300-550 Motor Vehicles	Rescue Quick Response Vehicle	\$43,480.94
Invoice INV258701 8/13/2025			
Transaction Date	8/21/2025	Main Checking 10100	Total \$43,480.94
Refer	0 ELAN FINANCIAL SERVICES	-	
Cash Payment	E 200-42200-400 Repairs/Maint Contract	FD - Hard Water Spot Remover	\$92.44
Invoice			
Transaction Date	8/21/2025	Main Checking 10100	Total \$92.44

Fund Summary

	10100 Main Checking
100 GENERAL FUND	\$95,791.85
200 FIRE FUND	\$193.42
201 RESCUE FUND	\$43,491.12
403 CAP PROJ - EAST MAIN	\$3,692.80
421 CAP PROJ - DTI	\$273,623.51
601 WATER FUND	\$1,495.47
602 SEWER FUND	\$3,683.40
651 ECONOMIC DEVELOPMENT AUTHORITY	\$625.00
654 EDA - BUSINESS CENTER	\$59.20
656 EDA - Downtown Infill	\$59.88
	<u>\$422,715.65</u>

Pre-Written Checks	\$11,011.11
Checks to be Generated by the Computer	\$411,704.54
Total	<u>\$422,715.65</u>



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Payments

Current Period: August 2025

Payments Batch 08272025LSEC

\$21,431.53

Refer	0 SOUTHERN GLAZERS OF MN	Ck# 000278E 8/20/2025	
Cash Payment	E 609-49750-251 Liquor For Resale	Liquor for Resale	\$81.20
Invoice	2650852 7/25/2025		
Cash Payment	E 609-49750-440 Fuel/Delivery Surcharge	Liquor for Resale	\$7.40
Invoice	2650852 7/25/2025		
Cash Payment	E 609-49750-253 Wine For Resale	Liquor for Resale	\$148.44
Invoice	2650852 7/25/2025		
Cash Payment	E 610-49752-253 Wine For Resale	Liquor for Resale	\$288.00
Invoice	2658743 8/15/2025		
Cash Payment	E 609-49750-253 Wine For Resale	Liquor for Resale	\$399.39
Invoice	2658743 8/15/2025		
Transaction Date	8/20/2025	Liquor Store 10101	Total \$924.43
Refer	0 IRS	Ck# 000277E 8/11/2025	
Cash Payment	G 609-21701 Federal Withholding	Employee Withholding PP#16	\$146.55
Invoice			
Cash Payment	G 609-21703 FICA Tax Withholding	Employee Withholding PP#16	\$669.08
Invoice			
Cash Payment	G 610-21703 FICA Tax Withholding	Employee Withholding PP#16	\$137.16
Invoice			
Transaction Date	8/20/2025	Liquor Store 10101	Total \$952.79
Refer	0 MN DEPT OF REVENUE - WH	Ck# 000278E 8/11/2025	
Cash Payment	G 609-21702 State Withholding	Employee Withholding PP#16	\$127.46
Invoice			
Cash Payment	G 610-21702 State Withholding	Employee Withholding PP#16	\$8.21
Invoice			
Transaction Date	8/20/2025	Liquor Store 10101	Total \$135.67
Refer	0 MN PERA	Ck# 000279E 8/11/2025	
Cash Payment	G 609-21704 PERA	Employee Withholding PP#16	\$638.33
Invoice			
Cash Payment	G 610-21704 PERA	Employee Withholding PP#16	\$105.34
Invoice			
Transaction Date	8/20/2025	Liquor Store 10101	Total \$743.67
Refer	0 FRAZEE FAMILY FOODS	-	
Cash Payment	E 609-49751-259 Food for Resale	Sourdough	\$3.79
Invoice	16531 7/7/2025		
Cash Payment	E 609-49751-259 Food for Resale	Cottage White	\$11.97
Invoice	18614 7/21/2025		
Cash Payment	E 610-49752-254 Soft Drinks/Mix For Res	Soda	\$68.95
Invoice	19005 7/25/2025		
Transaction Date	8/20/2025	Liquor Store 10101	Total \$84.71
Refer	0 A/P'S WATER SYSTEMS	-	
Cash Payment	E 609-49750-401 Repairs/Maint Buildings	Service Call	\$100.25
Invoice	1812 8/18/2025		
Cash Payment	E 609-49751-401 Repairs/Maint Buildings	Service Call	\$100.25
Invoice	1812 8/18/2025		



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Payments

Current Period: August 2025

Transaction Date	8/20/2025	Liquor Store	10101	Total	\$200.50
Refer	0 BELLBOY CORPORATION	-			
Cash Payment	E 609-49750-251 Liquor For Resale	Liquor for Resale			\$808.35
Invoice	0208657400 8/14/2025				
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$808.35
Refer	0 BERGSETH BROS	-			
Cash Payment	E 609-49750-252 Beer For Resale	Liquor for Resale			-\$5.95
Invoice	463809 8/6/2025				
Cash Payment	E 609-49750-252 Beer For Resale	Liquor for Resale			\$2,498.40
Invoice	465317 8/14/2025				
Cash Payment	E 609-49750-256 THC/CBD For Resale	Liquor for Resale			\$840.00
Invoice	464722 8/12/2025				
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$3,332.45
Refer	0 BEVERAGE WHOLESALERS, INC	-			
Cash Payment	E 609-49750-252 Beer For Resale	Liquor for Resale			\$1,456.00
Invoice	395628 8/14/2025				
Cash Payment	E 609-49751-252 Beer For Resale	Liquor for Resale			-\$30.00
Invoice	395628 8/14/2025				
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$1,426.00
Refer	0 BREAKTHRU BEVERAGE	-			
Cash Payment	E 609-49750-251 Liquor For Resale	Liquor for Resale			\$686.34
Invoice	122896785 8/19/2025				
Cash Payment	E 609-49750-440 Fuel/Delivery Surcharge	Liquor for Resale			\$22.51
Invoice	122896785 8/19/2025				
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$708.85
Refer	0 HANSONS PLUMBING & HEATING I	-			
Cash Payment	E 609-49750-440 Fuel/Delivery Surcharge	Bar Sink Repairs			\$3.18
Invoice	64840154 3/19/2025				
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$3.18
Refer	0 JOHNSON BROTHERS LIQUOR CO	-			
Cash Payment	E 609-49750-251 Liquor For Resale	Liquor for Resale			\$4.00
Invoice	2843219a 7/28/2025				
Cash Payment	E 609-49750-251 Liquor For Resale	CREDIT Liquor for Resale			-\$4.00
Invoice	146545 8/19/2025				
Cash Payment	E 609-49750-253 Wine For Resale	Liquor for Resale			\$204.60
Invoice	2853340 8/12/2025				
Cash Payment	E 609-49750-440 Fuel/Delivery Surcharge	Liquor for Resale			\$14.00
Invoice	2853340 8/12/2025				
Cash Payment	E 609-49751-251 Liquor For Resale	Liquor for Resale			\$405.00
Invoice	2853340 8/12/2025				
Cash Payment	E 609-49750-251 Liquor For Resale	Liquor for Resale			\$270.00
Invoice	2853340 8/12/2025				
Cash Payment	E 609-49750-256 THC/CBD For Resale	CREDIT FROM ARTISAN BEER COMPANY			-\$364.50
Invoice	422736 5/21/2025				
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$529.10
Refer	0 PHILLIPS WINE & SPIRITS	-			

Payments

Current Period: August 2025

Cash Payment	E 609-49750-251	Liquor For Resale	CREDIT		- \$252.00
Invoice	555968	7/30/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Liquor for Resale		- \$2.00
Invoice	555968	7/30/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor for Resale		- \$328.00
Invoice	554306	7/10/2025			
Cash Payment	E 609-49751-251	Liquor For Resale	Liquor for Resale		\$89.96
Invoice	5025894	8/12/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Liquor for Resale		\$18.17
Invoice	5025894	8/12/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Liquor for Resale		\$8.00
Invoice	5029926	8/19/2025			
Cash Payment	E 609-49750-253	Wine For Resale	Liquor for Resale		\$66.00
Invoice	5029926	8/19/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor for Resale		\$151.45
Invoice	5029926	8/19/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor for Resale		\$684.25
Invoice	5025894	8/12/2025			
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$435.83
Refer	0 MN DEPT OF REVENUE - ST	Clk# 000280E 8/20/2025			
Cash Payment	G 609-20801	Taxes - Sales & Use Taxes	Sales & Use Tax - July 2025		\$4,947.00
Invoice					
Cash Payment	G 609-20801	Taxes - Sales & Use Taxes	Sales & Use Tax - July 2025		\$4,205.00
Invoice					
Cash Payment	R 610-37512	Beer Sales - EC	Sales & Use Tax - July 2025		\$184.00
Invoice					
Cash Payment	R 610-37511	Liquor Sales - EC	Sales & Use Tax - July 2025		\$55.00
Invoice					
Cash Payment	R 610-37513	Wine Sales - EC	Sales & Use Tax - July 2025		\$1.00
Invoice					
Cash Payment	R 610-37580	Misc Income - EC	Sales & Use Tax - July 2025		\$22.00
Invoice					
Cash Payment	R 610-34101	Rent Revenue	Sales & Use Tax - July 2025		\$290.00
Invoice					
Cash Payment	R 610-37581	Linens Rental Fees	Sales & Use Tax - July 2025		\$52.00
Invoice					
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$9,756.00
Refer	0 ARVIG ENTERPRISES INC	-			
Cash Payment	E 609-49750-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025		\$111.96
Invoice					
Cash Payment	E 609-49751-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025		\$433.97
Invoice					
Cash Payment	E 610-49752-321	Telephone	Phone & Internet Services - 08/06/2025 to 09/06/2025		\$101.77
Invoice					
Transaction Date	8/20/2025	Liquor Store	10101	Total	\$647.70
Refer	0 FRAZEE PUBLIC UTILITIES	-			



CITY OF FRAZEE

08/21/25 5:05 PM

Page 4

Payments

Current Period: August 2025

Cash Payment Invoice	E 609-49750-382	Water/Sewer Utilities	July 2025 Water/Sewer Utilities	\$193.19
Cash Payment Invoice	E 609-49751-382	Water/Sewer Utilities	July 2025 Water/Sewer Utilities	\$193.19
Cash Payment Invoice	E 610-49752-382	Water/Sewer Utilities	July 2025 Water/Sewer Utilities	\$164.28
Transaction Date	8/20/2025	Liquor Store	10101	Total \$550.66
Refer	0 ND CHILD SUPPORT			
Cash Payment Invoice	G 609-21712	Garishment Payable	Remittance ID 102107 - Pay Period 2025-17	\$191.64
Transaction Date	8/21/2025	Liquor Store	10101	Total \$191.64

Fund Summary

	10101 Liquor Store
609 MUNICIPAL LIQUOR FUND	\$19,953.82
610 EVENT CENTER FUND	\$1,477.71
	\$21,431.53

Pre-Written Checks	\$12,512.56
Checks to be Generated by the Computer	\$8,918.97
Total	\$21,431.53

Consent Agenda

RESOLUTION 0827-2025A – RESCUE DONATIONS



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. 0827-2025A

A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION FOR FRAZEE RESCUE 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 Rescue 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 Rescue Department:

<u>Name of Donor</u>	<u>Amount</u>
Gregory & Sharyl Ogard	\$100.00
David & Jane Moorhead	\$50.00
Denise K. Geritz	\$370.00
Sidney & Abigael Moorhead	\$10.00
Robert/Rebecca Muhs	\$25.00
Thomas or K.A. Hanson	\$25.00
LTLC. Inc.	\$250.00

WHEREAS; It is the desire of the donor to use this donation towards the needs of the Frazee Rescue Department; 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 needs of the Frazee Rescue Department.

THEREFORE, BE IT KNOWN; Adoption of this resolution this 27th of August, 2025 by the City Council of Frazee. With the following voting:

	Daggett	Froeber	Kemper	Rader	Sharp
Aye					
Nay					
Abstain					
Absent					

Mike Sharp,
Mayor

Stephanie Poegel,
City Administrator

Consent Agenda

RESOLUTION 0827-2025B – FIRE DONATIONS



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. 0827-2025B

A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION FOR FRAZEE 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>
Terry & Suzanne Goddard	\$50.00

WHEREAS: It is the desire of the donor to use this donation towards the needs of the Frazee Fire Department; 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 needs of the Frazee Fire Department.

THEREFORE, BE IT KNOWN; Adoption of this resolution this 27th of August, 2025 by the City Council of Frazee. With the following voting:

	Daggett	Froeber	Kemper	Rader	Sharp
Aye					
Nay					
Abstain					
Absent					

Mike Sharp,
Mayor

Stephanie Poegel,
City Administrator

Consent Agenda

RESOLUTION 0827-2025C – FIREWORKS DISPLAY DONATIONS



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. 0827-2025C

A RESOLUTION EXPRESSING ACCEPTANCE OF AND APPRECIATION FOR FIREWORKS DISPLAY DONATIONS

WHEREAS; the Frazee Area Community Club organizes and promotes the annual Frazee Turkey Days celebration each year in July; and

WHEREAS; the annual fireworks display is enjoyed by the residents and visitors of Frazee; and

WHEREAS; the following persons have generously donated the amounts set forth below to provide an aerial fireworks display:

<u>Name of Donor</u>	<u>Amount</u>
Johnson Performance	\$50.00
Baumgart Auto	\$250.00
Anderson Coach of Frazee	\$500.00
Healthy Movements Physical Therapy	\$300.00
Frazee Lions Club	\$750.00
Arvig Communications	\$750.00
Frazee Sportsman Club	\$250.00
Ketters Meats LLC	\$50.00
Dave & Cindy Sauffenecker	\$100.00
Henning Publications	\$75.00
Frazee Care Center	\$250.00
Mary Olson	\$100.00
Frazee Family Foods	\$100.00
American Sports Outfitters LLC	\$100.00
OK Lumber	\$50.00
Andrea Froeber	\$50.00
At Ease Dock & Lift	\$100.00
Blues Valley Campground	\$200.00
Eric Crabtree	\$100.00
Daggett Truck Lines	\$150.00
Steves Sanitation	\$250.00
Ulteig	\$300.00
Frazee Electric	\$75.00
Feldt Properties LLC	\$100.00

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 fireworks display during the annual Frazee Turkey Days festival.

THEREFORE, BE IT KNOWN; Adoption of this resolution this 27th of August, 2025 by the City Council of Frazee.
With the following voting:

	Daggett	Froeber	Kemper	Rader	Sharp
Aye					
Nay					
Abstain					
Absent					

Mike Sharp,
Mayor

Stephanie Poegel,
City Administrator

Consent Agenda

LG220 APPLICATION FOR EXEMPT PERMIT – KAOTICS ROBOTICS BOOSTER CLUB

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/23

Page 1 of 3

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: KAOTIC ROBOTICS BOOSTER CLUB

Previous Gambling Permit Number: X- 95283-24-001

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 82-2773815

Mailing Address: 304 WEST WILLOW AVE

City: FRAZEE State: MN Zip: 56544 County: BECKER

Name of Chief Executive Officer (CEO): KYLE KING

CEO Daytime Phone: 218-841-0927 CEO Email: BUZZ1865@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): 4539BOOSTERCLUB@GMAIL.COM

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): FRAZEE EVENT CENTER

Physical Address (do not use P.O. box): 114 LAKE STREET NORTH

Check one:

☒ City: FRAZEE Zip: 56544 County: BECKER

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): OCTOBER 18, 2025

Check each type of gambling activity that your organization will conduct:

☒ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☐ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

Staff Reports

FIRE DEPARTMENT

Frazee Fire Department, August Report

August 27th. 2025

1. Membership

- 22 – Active Firefighters
- 2 – Applications received, testing this week.

2. Calls For Service – Year to Date: 37

August Fire Calls – 6

- 2 – Structure Fire (1 MA with DL Fire)
- 1 – Motor Vehicle Fire
- 1 – Power Pole on Fire
- 1 – Search and Rescue
- 1 – Lifeflight Landing Zone

3. Training Report

- New Firefighter testing – August 26th.
- September 24th/25th. – Hose Testing
- October 15th. – Hunter search and rescue, Tamarac wildlife refuge

4. Grant Updates

- BNSF Grant – Submitted, August 2024 (Wild Land Water Packs)
- Anheuser – Busch Water Donation Program, March 10th.

5. New Business

- Looking to replace our 1990 F-250 Grass Truck, it is becoming quite a lot to maintain.
- ISO inspection was conducted on July 9th. – Waiting on results
- August 6th., EV Training. Very interesting, learned a lot.
- (Possibly) 2 new probationary Firefighters.
 - Alfonso Macias-Pulido / Kristopher Morris
 - Jim Rorah, Passed his physical and is an active member as of August 18th.

Frazee Rescue

Frazee City Council

Meeting Date: 08/27/25

July 2025 Calls

5 - Burlington

17 - City of Frazee

4 - Erie

2 - Height of Land

1 - Hobart

Total Calls - 29

Responded - 28

- 8 days had multiple calls

2025 Statistics

	Responded/Total	
January	27/29	93%
February	21/22	95%
March	14/14	100%
April	26/26	100%
May	25/26	96%
June	29/29	100%
July	28/29	96%
August	0/0	0%
September	0/0	0%
October	0/0	0%
November	0/0	0%
December	0/0	0%

Total Calls - 175

Responded - 170

Response Rate 97%

Days with Multiple Calls - 43

Location	
Burlington	39
City of Frazee	81
Erie	32
Evergreen	3
Height of Land	14
Hobart	1
Silver Leaf	5

Member - Total Volunteer Hours 2025 - 566.5

January -	101.5
February -	91.25
March -	59.25
April -	85
May -	93.25
June -	40.75
July -	95.5

Noteworthy

- Participated in electric vehicle response training with Frazee Fire.
- The two CPR instructors we have on staff decided to no longer be instructors under Frazee Rescue.
 - Our training contract includes CPR training for members.
- New voicemail phone number, 218-334-6375.
 - This has been added to our Care Cards.
- Two new members trained to operate the rescue rig.
 - These are new members that will be starting EMR (Emergency Medical Responder) training next month and this role has proven to be quite valuable.

Respectfully Submitted - 08/20/25

Matthew Johnson
President

Staff Reports

EVENT CENTER

No repo

Staff Reports

LIQUOR STORE

Turkey Days was a huge success we had 602 people come through the gate, Huge thank you to my employees for working some long hours that weekend.

Upcoming Events

September

Closed Labor Day September 1st

Meat Raffles & Horse Races September 12th

Karaoke September 19th

We are switching our E-gaming to Triple Crown Booty Chaser Pirate bingo with different games (Still with Perham Youth Hockey)

Minor Repairs done

-Water softener was fixed

-Both stand up freezers repaired

Still searching for part time help even 1 day a week would help tremendously.

Staff Reports

POLICE DEPARTMENT

July 18, 2025 to August 21, 2025

Provide code violations of property by quantity and status: 4 new ordinance violations. Letters sent to 2 properties, direct communication with other property owners.

Provide code violations of vehicles by quantity and status: Zero vehicle violations noted.

Report of any vehicle accidents in Frazee: One motor vehicle crashes in town.

Report landlord violations and status: Zero landlord violations

Upcoming events for the next month... Grass and lawns will be on the agenda as well as continued property maintenance and inoperable vehicles.

Turkey Days went by with very few issues. Already working on next year with the Frazee Area Community Club.

Chief Tyler

Staff Reports

PUBLIC WORKS

Public works Dept: we've taking care of our daily operations, still mowing grass at city properties, seems to be a never-ending process this summer with the rain keeping the grass growing . We had Jetway a company out of Harwood ND wash and vac the lift station wet wells of sand and grease, and other unwanted items that build up over the year! Sept is coming up fast so we will start with our yearly water main flushing and hydrant operation then move on to sewer main flushing and manhole inspections, hopefully get started hauling the crushed material we bought from RL Larson to walnut Ave and stockpile the rest out at are storage site!! Thanks Larry Kevin and Jesse

Staff Reports

ADMINISTRATION

1. General Updates

- a. **Office Hours** – Starting on September 2, 2025 City Hall office hours will be changing to Mon-Thurs 8AM-5PM; Fri 8AM-12PM; We are hopeful that this change in hours will better serve the residents and staff; These hours will be evaluated in 3 months to see if it is working for residents and staff
- b. **Just Cause Training** – Policy changes amendments are being reviewed. Once they've approved, it will be sent to Council for final approval

- c. **Audit** – Audit work is complete and it has been submitted to the State; Colleen will be here to report in September
- d. **Property Inquires** –
 - i. There have been three inquires regarding properties in Red Willow this month
- e. **Safety/OSHA Work** –
 - i. Need to send chemicals/products lists for public works and fire - we have not received lists from these departments as of yet
 - ii. All staff will be completing OSHA required trainings – Right to Know, Bloodborne Pathogens, etc.
- f. **Becker County Hazard Mitigation Plan** – The resolution has been sent to Becker County
- g. **OK Lumber Parcel** – This has been corrected on the county website and is complete!
- h. **Sanders Parcel** - All issues have been rectified and this should be corrected at the County level soon
- i. **Website Updates** – This has been moved to the back burner on the priority list; changes are being made as they come up, but there are no large-scale updates planned at this time
- j. **Revenue Recapture** – We are working on this
- 2. **Financials**
 - a. Still working on January
- 3. **Projects**
 - a. **Town Lake Beach** – The 2nd reimbursement request has been submitted and is awaiting processing; We are nearing completion of the project
 - b. **Eagle Lake Park** – Patrick is working on moving this forward; a revised purchase agreement is in the packet
 - c. **East Main Project** – Special assessment paperwork will be sent to the County Auditor
 - d. **Heartland Trail** – Waiting for the next meeting to determine next steps for Frazee
 - e. **Lift Station Improvements 2026** – This has been moved to 2026; the letter requesting being placed on the IUP has been submitted
- 4. In addition to the regular monthly tasks, utility billing and payroll, from July 17 to August 20, we processed
 - a. 48 campsite rentals
 - b. Dog Licenses - 2025 YTD = 60; 2024 – 57; 2023 - 76
 - c. 7 building permits
 - d. Rental Registration
 - 1. Of the 16 apartment inspections, all noted corrections have been made
- 5. **Grants**
 - a. Wannigan
 - i. LCCMR Funding –
 - 1. The next reimbursement request for the Romtec shelter is being worked on;

- 2. the Romtec shelter has been delivered
 - ii. ReLEAF – Waiting to receive the inventory
 - iii. TAP – Work on design will begin after July 1, 2025
 - iv. ATI – Grant and contract paperwork is being finalized
 - v. GMRPTC (Trails) – Grant contract work has begun
 - b. River Drive North
 - i. 2026 Minnesota Bonding Request – The capital bond request has been submitted
 - 6. Meetings Attended 07/20/25-08/21/2025
 - a. Committee Meetings – Personnel, EDA Loan, EDA, Planning & Zoning, Park & Rec, Wannigan Regional Quarterly
 - b. Fuller House/EDA Deed Transfer
 - c. Frazee Forward
 - d. DTI Construction Meeting (7/23/25, 8/13/25 & 8/20/25)
 - e. Heartland Trail Meeting & Ribbon Cutting
 - f. FCDC/EDA Position Discussion
 - g. Wannigan Park Operations Discussion
 - h. Wannigan Park Trail ATI Project Discussion
 - i. Colonial Life Consultant Visit
 - j. Mama’s Pizzeria N Scoops Ribbon Cutting
 - k. Region 1 Training – AI in Government
 - l. LCSC City Leaders Luncheon
 - m. Paid Leave Webinar
 - n. Town Lake Beach Walkthrough
 - o. Liquor Store Finance Discussion
 - p. Wannigan Regional Park Trail Walk
 - 7. Sick/Vacation Days
 - a. August 25-28 – Vacation
 - b. September 5 – Dr Appt

EXTENSION OF PURCHASE AGREEMENT

THIS Extension of Purchase Agreement entered into this ___ day of _____, 2025, between the City of Frazee, a Minnesota Municipal Corporation, PO Box 387, Frazee, MN 56544, herein referred to as Seller; and Eagle Lake Park Association, Inc., a Minnesota Non-Profit Corporation, 605 Hwy 10 East, Detroit Lakes, MN 56501, herein referred to as Buyer. Original Purchase Agreement was dated September 12, 2022.

WHEREAS, the buyers and sellers would like to extend the Purchase Agreement to December 31, 2025. The legal description outlined in Paragraph 1 shall also be amended to read:

That part of Government Lot 5 in Section 33, Township 138 North, Range 40 West of the Fifth Principal Meridian in Becker County, Minnesota, as shown on Meadowland Surveying, Inc.'s Certificate of Survey 10301-15 dated February 17, 2023, described as follows:

Commencing at an iron monument which designates the southwesterly corner of Lot 6, in EAGLE LAKE PARK, said plat is on file and of record in the office of the Recorder in said County; thence North 69 degrees 35 minutes 50 seconds East 300.37 feet on an assumed bearing along the southeasterly lines of Lots 6, 5, 4, 3, 2 and 1 of said EAGLE LAKE PARK to an iron monument at the southeasterly corner of said Lot 1, said point is the point of beginning; thence South 89 degrees 31 minutes 36 seconds East 196.10 feet along the northerly line of a tract of land described in Document No. 411185, said document is on file and of record in the office of the Recorder in said County, to an iron monument at the northeasterly corner of said tract of land described in Document No. 411185; thence North 01 degree 07 minutes 46 seconds East 0.38 of a foot to an iron monument; thence South 89 degrees 14 minutes 27 seconds East 322.91 feet to an iron monument; thence South 00 degrees 45 minutes 33 seconds West 8.80 feet to an iron monument; thence South 89 degrees 07 minutes 00 seconds East 29.70 feet to an iron monument; thence continuing South 89 degrees 07 minutes 00 seconds East 100.30 feet to the southerly extension of the westerly line of a tract of land described in Document No. 652807, on file and of record in the office of the Recorder in said County; thence North 00 degrees 45 minutes 33 seconds East 177.45 feet along the southerly extension and on along the westerly line of said tract of land described in Document No. 652807 to an iron monument; thence continuing North 00 degrees 45 minutes 33 seconds East 152.93 feet along the westerly line of said tract of land described in Document No. 652807; thence North 89 degrees 21 minutes 00 seconds West 400.35 feet to an iron monument;

thence continuing North 89 degrees 21 minutes 00 seconds West 37 feet, more or less, to the water's edge of Eagle Lake; thence southwesterly along the water's edge of said Eagle Lake to the easterly line of said Lot 1; thence South 00 degrees 08 minutes 44 seconds West 31 feet, more or less, along the easterly line of said Lot 1 to an iron monument; thence continuing South 00 degrees 08 minutes 44 seconds West 142.13 feet along the easterly line of said Lot 1 to the point of beginning. The above described tract contains 4.4 acres, more or less.

SUBJECT TO the rights of the public for road purposes for PARK ROAD

Everything else in the original Purchase Agreement shall remain the same.

CITY OF FRAZEE

Stephanie Poegel, Seller
Its: City Administrator

EAGLE LAKE PARK ASSOCIATION,
INC


Tony Stock, Buyer
Its: *President*


John Drewes, Buyer
Its: *Vice President*

This Instrument was Drafted By:

Ramstad, Skoyles & Bakken, P.A.
Patrick A. Bakken
114 Holmes Street West
Detroit Lakes, MN 56501
218-847-5653

**AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared By



EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Frazee ("Owner") and Dennis Drewes Inc. (Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of 10' bituminous trail, grading, 12" culverts, and installation of direct bury solar lighting.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Wannigan Regional Park. The work is the first phase of construction at the park.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Widseth ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially complete within 30 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 40 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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Page 1 of 6

1. *Substantial Completion*: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 10% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 87 sheets with each sheet bearing the following general title: Wannigan Trail.
 7. Addenda #1 – May 23rd, 2025.
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 7/23/2025.

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

SAP 003-590-003 - ENGINEER'S ESTIMATE

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	UNIT PRICE - DENNIS DREWES INC.	TOTAL ESTIMATED QUANTITIES	DENNIS DREWES INC. TOTAL ESTIMATED COST
1	2021.501	MOBILIZATION	LUMP SUM	\$ 28,000.00	1	\$ 28,000.00
2	2101.505	GRUBBING	ACRE	\$ 4,500.00	8.33	\$ 37,485.00
3	2106.507	EXCAVATION - COMMON	CU YD	\$ 5.30	12860	\$ 68,158.00
4	2106.507	COMMON EMBANKMENT (CV)	CU YD	\$ 2.25	13180	\$ 29,655.00
5	2118.509	AGGREGATE SURFACING CLASS 2	TON	\$ 18.50	132	\$ 2,442.00
7	2211.509	AGGREGATE BASE CLASS 5	TON	\$ 18.50	4244	\$ 78,514.00
8	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2:B)	TON	\$ 92.00	1797	\$ 165,324.00
9	2501.502	12" GS PIPE APRON	EACH	\$ 150.00	14	\$ 2,100.00
10	2501.503	12" CS PIPE CULVERT	LIN FT	\$ 28.00	213	\$ 5,964.00
11	2511.507	RANDOM RIPRAP CLASS III	CU YD	\$ 100.00	93	\$ 9,300.00
12	2521.518	6" CONCRETE WALK	SQ FT	\$ 18.00	840	\$ 15,120.00
13	2521.518	6" CONCRETE WALK-REINFORCED	SQ FT	\$ 24.00	575	\$ 13,800.00
14	2531.618	TRUNCATED DOMES	SQ FT	\$ 80.00	16	\$ 1,280.00
15	2564.602	CONCRETE FOOTINGS DESIGN SPECIAL	EACH	\$ 8,000.00	4	\$ 32,000.00
16	2564.618	SIGN	SQ FT	\$ 360.00	4	\$ 1,440.00
17	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$ 500.00	1	\$ 500.00
18	2573.502	CULVERT END CONTROLS	EACH	\$ 200.00	7	\$ 1,400.00
19	2573.503	SILT FENCE, TYPE M5	LIN FT	\$ 1.25	25656	\$ 32,070.00
20	2574.508	FERTILIZER TYPE 4	POUND	\$ 1.00	708	\$ 708.00
21	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$ 3.50	14417	\$ 50,459.50
22	2575.508	SEED MIXTURE 35-221	POUND	\$ 50.00	147	\$ 7,350.00
23	2582.503	4" SOLID LINE PAINT	LIN FT	\$ 3.00	150	\$ 450.00
24	2582.518	PAVEMENT MESSAGE PAINT	SQ FT	\$ 4.00	25	\$ 100.00
						\$ 583,619.50

PAYMENT BOND

Contractor Name: _____ Address (principal place of business): _____	Surety Name: _____ Address (principal place of business): _____
Owner Name: City of Frazee Mailing address (principal place of business): 222 Main Ave. W Frazee, MN 56544	Contract Description (name and location): Wannigan Regional Trail – Wannigan Regional Park Contract Price: \$666,247.15 Effective Date of Contract: 7/23/2025
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
- 18. Modifications to this Bond are as follows: None

PERFORMANCE BOND

Contractor Name: _____ Address <i>(principal place of business)</i> : _____	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: _____ Mailing address <i>(principal place of business)</i> : _____	Contract Description <i>(name and location)</i> : _____ Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

Addendum

RECORD RETENTION DESTRUCTION

Printed on: 8/20/2025

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INSTRUCTIONS:

1. This form is for agency information only. State and local governments are required by law (M.S. 138.17, Subd. 7) to permanently retain a list of destroyed records. DO NOT submit report to the Department of Administration or the Minnesota Historical Society.
2. Use this form to document records destruction under authority of a general or specific agency records retention schedule.
3. Document only records that are physically destroyed, not records transferred to the Minnesota Historical Society.
4. Use additional pages as necessary.
5. Volume chart to determine cubic feet:

Letter Size Drawer = 1.5	Transfer Case (24" x 16" x 11") = 2.5
Legal Size Drawer = 2.0	3 x 5 Card 12" Row = 0.1
Shelving 4' Letter = 2.3	4 x 6 Card 12" Row = 0.2
Shelving 4' Legal = 3.0	5 x 8 Card 12" Row = 0.3
Record Box (12" x 15" x 10") =	Printout 12" Stack = 1.25

Agency and Division City of Frazee			Person Reporting Destruction		Date	
Address 222 Main Ave West PO Box 373			City, Zip Frazee 56544		Telephone 218-334-4991	
Item Number	Section of Schedule Where Record is Listed	Item No. as Listed on Schedule	Record Title (use same title as listed on schedule)	Inclusive Dates	Date Destroyed	Quantity in Cubic Feet
1	FIN	02020	Checks (Canceled & Voided) AP	2015-2018		14.5
2	FIN	02030	Checks (Canceled & Voided) PR	2015-2018		0.25
3	HRS	00600	Applications for persons on eligibility list	2022		0.15
4	HRS	00500	Applications for employment - not hired	2015		0.01
5	LIQ	01000	Inventory Sheets	2022		0.15
6	PAY	01400	Timesheets	2015		0.25
7	PER	00100	Animal & Pet Licenses or Permits	2018-2023		0.1
8	PER	01000	Cigareet/tobacco/etc. Licenses & Applications	2014-2017		0.15
9	PER	02100	Liquor licenses	2014-2017		0.15

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10	UTL	00850	Customer Data/Municipal Utility	2015		0.01
11	UTL	02000	Meter Reading cards/stub	2015		0.001