

City Of Frazee

Official Publication

November 12, 2025 at 5:00 PM

City Council Meeting - November 2025 #1

1. Call to Order
2. Roll Call
 - a. Members Present:
 - b. Members Absent
 - c. Staff:
 - d. Contracted Services:
 - e. Guests:
3. Pledge of Allegiance
4. Approve Agenda
5. Open Forum
6. Consent Agenda
 - a. Meeting Minutes
 - b. Income Statements
 - c. Approval of Claims
 - d. Resolution 1112-2025A - Resolution to Accept Rescue Donations
7. Committee & Liaison Reports
 - a. Parks & Recreation Committee
 - b. Wannigan Regional Park Committee
 - c. Planning & Zoning
 - d. Personnel Committee
 - e. Finance Committee
 - f. Economic Development Authority
 - g. Lakeside Cemetery Liaison - Kemper
 - h. Frazee School District Liaison - Rader
 - i. Frazee Area Action Fund Liaison - Kemper
 - j. Frazee-Burlington-Silver Leaf Joint Powers Board Liaison - Kemper & Stephenson
 - k. Lake Agassiz Regional Library Liaison - Rader
8. Old Business
 - a. Approval of Hiring of Janitor
9. New Business

- a. Approval of Hiring of Community Development Coordinator

10. Council Member Comments

11. Addendum

- a. Approval of Additional Claims

- b. Ordinance 181 - Amending Title 8, Chapter 1 (Water System)

- c. Merry Frazee Xmas

- d. Trail from CSAH 29 to Wannigan Regional Park Engineering Contract

- e. Declaration of Restrictive Covenant at Town Lake Beach

12. Adjournment

City Council Meeting Agenda

10-22-2025 Meeting minutes

Call the Meeting to Order

Mayor Sharp called the October 22, 2025 Frazee City Council meeting to order.

Roll Call

- Members Present: Andrea Froeber, Jim Rader, Andrew Daggett, Mark Kemper, Mike Sharp
- Members Absent: None
- Staff: Matthew Johnson, Stephanie Poegel, Larry Stephenson, Tyler Trieglaff, Adam Walker, Amanda Young
- Contracted Services: Patrick Bakken - Ramstad, Skoyles & Winters, P.A., Chris Thorson - Ulteig Engineering
- Guests: Roger Boe, Robert Williams

Pledge of Allegiance

Open Forum

No one was present for the open forum either in person or online.

Approve Agenda

M/S/CU: Kemper/Daggett to approve the agenda as presented.

Consent Agenda

The Public Works report was added to the consent agenda.

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

Staff Reports

Fire Department

Fire Chief Adam Walker reported:

- Department has 22 active firefighters, 2 of which are probationary
- 8 calls for service since the last meeting: 2 structure fires (including one the day prior), 1 vehicle/tractor fire, 3 wildland/grass fires, and 2 motor vehicle accidents
- Search and rescue training was held last week
- Emergency vehicle drivers training scheduled for tonight

- Grant updates:
- ARMER grant approved through the state for up to \$40,000, initially applied for 10 radios at \$8,000-\$12,000
- Current cost of radios is \$59,000-\$67,000
- Difference is significant due to standard model (\$62,000), versus fully waterproof fire protection model (\$67,000)
- Proposal to purchase 5 standard pagers and 5 800 megahertz pagers for members in rural areas
- 2% money was received from the state
- ISO inspection was conducted on July 9th, with results expected in December/January
- The equipment upgrades since the last inspection 8 years ago should help improve the department's rating, which could result in lower homeowners' insurance rates for residents

Rader noted the potential positive impact on residents' insurance rates if the ISO rating improves, calling it a "nice return on investment."

Rescue

Rescue President Matthew Johnson reported:

- September had the highest monthly call volume
- Volunteer hours have been adjusted in software to 7.5 hours
- New rescue bags with medical equipment were issued to all members
- The ATV was picked up and used in search and rescue training and at the haunted forest
- The old 656 ATV was sold at auction
- The new Quick Response Vehicle (QRV) has been put in service and has already responded to calls
- Both the rescue rig and QRV are fully equipped with medications
- The new equipment has been useful as they've had a recent increase in calls requiring epinephrine administration
- They've converted from expensive EpiPens (\$700) to vial epinephrine (\$30)

Mayor Sharp expressed appreciation for the Rescue squad's response to a fall scene he witnessed recently, noting the community is fortunate to have both Fire and Rescue services.

Event Center

No verbal report was given. The written report indicated the Event Center has few events coming up and will be quiet in November.

Liquor Store

Liquor Store Manager Amanda Young reported:

- The bar will host a fundraiser called "Festival of Trees" for the Event Center
- The liquor store is applying for a cannabis license for THC drinks
- Nothing is changing in what they're selling, but the state now requires a more formal licensing process

City Administrator Poegel explained that the legislature's cannabis approval now requires a more involved licensing process than the previous simple online registration.

Police Department

Chief Tyler Trieglaff reported:

- Progress on city ordinance enforcement with two landlords
- Officers will be doing firearms qualification training next Tuesday
- Training is scheduled in November in Otter Tail City
- The department has started the annual reporting required by the state

Chief Trieglaff mentioned a request from the PCN grant coordinator at the school regarding a social host ordinance. After discussion, it was determined that the city's landlord ordinance already covers many of the issues, and such ordinances are typically more relevant for college towns rather than Frazee.

Public Works

Public Works Superintendent Larry Stephenson reported:

- Equipment has been put into winter storage
- Water tower cleaning by Maguire Iron has been delayed several times
- Water leak detection and repair has significantly improved the city's water loss situation
- A 3/4 inch service line that had likely been leaking for over 30 years was finally located and fixed
- The ground in Frazee doesn't typically show water coming to the surface from leaks, making detection difficult
- There may be a 2,000,000 gallon per year reduction in water being pumped
- Beach house winterization has been challenging due to automatic shut-off valves in the fixtures

Administration

City Administrator Poegel reported that a joint powers agreement for health insurance would be presented under the addendum. She noted that Health Partners is no longer offering group plans, so the city will be joining Minnesota Health Consortium with a similar plan at reduced cost.

M/S/CU: Rader/Kemper to approve the staff reports.

Old Business

No items were presented under Old Business.

New Business

DNR Grant Application Approval

Two separate approvals were needed:

- DNR Grant application for \$4,680 for pagers

M/S/CU: Froeber/Daggett to approve applying for the DNR grant for pagers.

- ARMER Grant purchase of radios up to \$67,000 total (\$40,000 grant with \$27,000 from city)

M/S/CU: Rader/Froeber to approve the purchase of radios at a cost of \$67,000.

Hire of Janitor

Poegel reported that a candidate had been selected for the janitor position but accepted another position before salary discussions occurred. The city will continue accepting applications.

Council Member Comments

Mayor Sharp reported that Planning and Zoning will be looking at an amendment to the ordinance dealing with connection to the water system at their next meeting on Tuesday.

Addendum

Additional Claims

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

Pickleball Donation

Mayor Sharp reported that he, Kemper, and Poegel met to discuss options for contributing to the pickleball project. They recommended making a \$25,000 donation on or before January 1st using interest funds from existing accounts, not from the general fund or tax levy.

M/S/CU: Froeber/Rader to approve the \$25,000 donation to the pickleball project.

Liquor Store Resignation/Termination of Employment

Two employment changes were presented:

Termination of Samantha Coalwell effective December 31, 2024

M/S/CU: Rader/Froeber to approve the termination of Samantha Coalwell effective December 31, 2024.

Resignation of Daniel Otto effective October 16, 2025

M/S/CU: Froeber/Daggett to accept the resignation of Daniel Otto effective October 16, 2025.

Resolution to Approve for Grant Funds

Poegel explained that the state has grant funds available for accessibility improvements. The city can apply for up to \$20,000 for the Event Center, with plans to install automatic doors and improve curbside voting resources. No matching funds are required.

M/S/CU: Froeber/Kemper to approve resolution 1022-2025C.

Quote to Move Highway 87 Cameras

Chief Trieglaff explained that the cameras need to be moved off poles due to permit issues. A tree is also blocking the view in one location.

M/S/CU: Froeber/Daggett to approve the quote to move Highway 87 cameras with All State Communications at a cost of \$2,980.00.

Joint Powers Agreement for Health Insurance

M/S/CU: Froeber/Rader to approve the joint powers agreement for health insurance.

Adjournment

M/S/CU: Froeber/Daggett to adjourn the meeting at 5:47 pm.

Respectfully submitted,
Stephanie C. Poegel
City Administrator



CITY OF FRAZEE

11/06/25 4:11 PM

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Payments

Current Period: November 2025

Payments Batch 11122025GEN1 \$78,654.55

Refer	0	AUTO VALUE - DETROIT LAKES	-		
Cash Payment	E 100-43100-406	Repairs/Maint Vehicles	Window Handle Ret		\$5.49
Invoice	53633204	10/22/2025			
Transaction Date	10/24/2025	Main Checking	10100	Total	\$5.49
Refer	0	THEIN WELL COMPANY, INC	-		
Cash Payment	E 601-49400-311	Contracts/Professional S	Annula Inspect of Pumps/Wells		\$315.00
Invoice	9779	10/21/2025			
Transaction Date	10/24/2025	Main Checking	10100	Total	\$315.00
Refer	0	MET LIFE INSURANCE COMPANY	-		
Cash Payment	G 100-21706	Insurance Payable	October Premium		\$284.67
Invoice		10/16/2025			
Cash Payment	G 601-21706	Insurance Payable	October Premium		\$29.63
Invoice		10/16/2025			
Cash Payment	G 602-21706	Insurance Payable	October Premium		\$60.75
Invoice		10/16/2025			
Transaction Date	10/24/2025	Main Checking	10100	Total	\$375.05
Refer	0	MN ENERGY RESOURCES	-		
Cash Payment	E 654-46500-383	Gas Utilities	October Gas Utilities		\$61.42
Invoice		10/22/2025			
Cash Payment	E 100-43100-383	Gas Utilities	October Gas Utilities		\$51.27
Invoice		10/21/2025			
Cash Payment	E 601-49400-383	Gas Utilities	October Gas Utilities		\$34.57
Invoice		10/21/2025			
Transaction Date	10/27/2025	Main Checking	10100	Total	\$147.26
Refer	0	BECKER CO SHERIFF	-		
Cash Payment	E 100-42110-311	Contracts/Professional S	2025 Zuercher Main Fee Schedule		\$2,638.85
Invoice	10172025-LPPD	10/17/2025			
Transaction Date	10/28/2025	Main Checking	10100	Total	\$2,638.85
Refer	0	STEPHANIE POEGEL	-		
Cash Payment	E 100-41400-331	Travel/Training Expense	Mileage - Region 1 Training, Heartland Trail Mtg		\$306.46
Invoice	08141015102325	10/27/2025			
Transaction Date	10/29/2025	Main Checking	10100	Total	\$306.46
Refer	0	TASC LLC	Ck# 000406E 10/27/2025		
Cash Payment	E 100-41400-433	Dues and Subscriptions	Dues & Subscriptions		\$29.16
Invoice	IN3583497	10/27/2025			
Transaction Date	10/27/2025	Main Checking	10100	Total	\$29.16
Refer	0	TASC LLC	Ck# 000407E 10/27/2025		
Cash Payment	E 100-41400-433	Dues and Subscriptions	Dues & Subscriptions		\$41.19
Invoice	IN3581074	10/27/2025			
Transaction Date	10/27/2025	Main Checking	10100	Total	\$41.19
Refer	0	OTTERTAIL POWER	-		
Cash Payment	E 656-46500-381	Electric Utilities	Electric Utilities		\$68.50
Invoice	20062282-Oct	10/24/2025			



Payments

Current Period: November 2025

Cash Payment	E 654-46500-381	Electric Utilities	Electric Utilities	\$57.02
Invoice	1127614-Oct	10/24/2025		
Cash Payment	E 100-43160-381	Electric Utilities	Electric Utilities	\$114.83
Invoice	20096539-Oct	10/24/2025		
Cash Payment	E 100-49010-381	Electric Utilities	Electric Utilities	\$24.42
Invoice	1013926-Oct	10/24/2025		
Cash Payment	E 100-43160-381	Electric Utilities	Electric Utilities	\$1,065.73
Invoice	1018088-Oct	10/24/2025		
Cash Payment	E 100-42110-381	Electric Utilities	Electric Utilities	\$118.24
Invoice	1018088-Oct	10/24/2025		
Cash Payment	E 601-49400-381	Electric Utilities	Electric Utilities	\$581.98
Invoice	1018090-Oct	10/24/2025		
Cash Payment	E 602-49450-381	Electric Utilities	Electric Utilities	\$192.04
Invoice	1018091-Oct	10/24/2025		
Cash Payment	E 602-49450-381	Electric Utilities	Electric Utilities	\$68.91
Invoice	1018092-Oct	10/24/2025		
Cash Payment	E 602-49450-381	Electric Utilities	Electric Utilities	\$36.63
Invoice	1018525-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$39.80
Invoice	1024513-Oct	10/24/2025		
Cash Payment	E 602-49450-381	Electric Utilities	Electric Utilities	\$31.79
Invoice	1028265-Oct	10/24/2025		
Cash Payment	E 100-41400-381	Electric Utilities	Electric Utilities	\$147.37
Invoice	1033571-Oct	10/24/2025		
Cash Payment	E 200-42200-381	Electric Utilities	Electric Utilities	\$147.38
Invoice	1033571-Oct	10/24/2025		
Cash Payment	E 100-43100-381	Electric Utilities	Electric Utilities	\$214.90
Invoice	1071005-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$32.34
Invoice	1086892-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$35.99
Invoice	1095072-Oct	10/24/2025		
Cash Payment	E 100-43160-381	Electric Utilities	Electric Utilities	\$37.34
Invoice	1099063-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$177.00
Invoice	1109374-Oct	10/24/2025		
Cash Payment	E 100-43160-381	Electric Utilities	Electric Utilities	\$39.43
Invoice	1121631-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$8.91
Invoice	1132551-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$29.97
Invoice	1132552-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$91.20
Invoice	1160748-Oct	10/24/2025		
Cash Payment	E 100-42110-381	Electric Utilities	Electric Utilities	\$10.14
Invoice	1160748-Oct	10/24/2025		
Cash Payment	E 100-45200-381	Electric Utilities	Electric Utilities	\$0.49
Invoice	20057198-Oct	10/24/2025		
Cash Payment	E 100-43160-381	Electric Utilities	Electric Utilities	\$42.91
Invoice	20096541-Oct	10/24/2025		



Payments

Current Period: November 2025

Cash Payment	E 100-43160-381	Electric Utilities	Electric Utilities		\$24.56
Invoice	20096542-Oct	10/24/2025			
Transaction Date	10/29/2025		Main Checking	10100	Total \$3,439.82
Refer	0	PYE-BARKER FIRE & SAFETY, LLC			
Cash Payment	E 654-46500-401	Repairs/Maint Buildings	Repairs/ Maint Buildings - EDA Business Center Bldg		\$345.32
Invoice	IVN00357012	10/27/2025			
Transaction Date	10/30/2025		Main Checking	10100	Total \$345.32
Refer	0	L&M FLEET SUPPLY			
Cash Payment	E 100-43100-210	Operating Supplies (GE	Operating Supplies		\$120.95
Invoice	DET-07-10038256	10/25/2025			
Cash Payment	E 100-43100-406	Repairs/Maint Vehicles	Repairs/Maint Vehicles		\$21.98
Invoice	DET-07-10038256	10/25/2025			
Transaction Date	10/30/2025		Main Checking	10100	Total \$142.93
Refer	0	ALL N ALL INC			
Cash Payment	E 100-42110-406	Repairs/Maint Vehicles	Police Car Washes		\$34.00
Invoice	1023-Oct	11/9/2025			
Cash Payment	E 100-42110-212	Motor Fuels	Police Fuel		\$745.34
Invoice	1023-Oct	11/9/2025			
Cash Payment	E 100-43100-212	Motor Fuels	Streets Fuel		\$580.79
Invoice	1023-Oct	11/9/2025			
Cash Payment	E 100-43125-212	Motor Fuels	Snow Removal Fuel		\$486.15
Invoice	1023-Oct	11/9/2025			
Cash Payment	E 100-45200-212	Motor Fuels	Parks Fuel		\$103.38
Invoice	1023-Oct	11/9/2025			
Cash Payment	E 603-43150-212	Motor Fuels	Storm Water Fuel		\$55.06
Invoice	1023-Oct	11/9/2025			
Cash Payment	E 200-42200-212	Motor Fuels	Fire Fuel		\$32.48
Invoice	1023-Oct	11/9/2025			
Cash Payment	E 201-42300-212	Motor Fuels	Rescure Fuel		\$204.00
Invoice	1023-Oct	11/9/2025			
Transaction Date	11/6/2025		Main Checking	10100	Total \$2,241.20
Refer	0	MN SECRETARY OF STATE			
Cash Payment	E 100-41400-433	Dues and Subscriptions	Notary Application - Mahoney, C		\$120.00
Invoice		10/30/2025			
Transaction Date	11/6/2025		Main Checking	10100	Total \$120.00
Refer	0	LEIGHTON BROADCASTING-DETR			
Cash Payment	E 651-46500-300	Professional Svcs (GEN	Com Sponsor w/Profile 10/16/2025		\$135.00
Invoice	245907-10	10/31/2025			
Transaction Date	11/6/2025		Main Checking	10100	Total \$135.00
Refer	0	WIDSETH			
Cash Payment	E 202-45000-500	Capital Outlay (GENER	GMRPTC Grant - Phase I Enviornmental		\$5,025.00
Invoice	241279	10/17/2025			
Cash Payment	E 202-45000-500	Capital Outlay (GENER	ATI Trail - Const Admin		\$27,011.56
Invoice	241279	10/17/2025			
Transaction Date	11/6/2025		Main Checking	10100	Total \$32,036.56
Refer	0	EVCO PETROLEUM PRODUCTS IN			



Payments

Current Period: November 2025

Cash Payment	E 100-43100-406	Repairs/Maint Vehicles	Vehicle Oil/Antifreeze		\$134.82
Invoice	336483	10/15/2025			
Transaction Date	11/6/2025	Main Checking	10100	Total	\$134.82
Refer	0	ANDERSON PUMPING AND PORTA			
Cash Payment	E 202-45000-300	Professional Svcs (GEN	Wannigan Park		\$614.75
Invoice	46229	11/3/2025			
Cash Payment	E 100-45183-300	Professional Svcs (GEN	Campground River Dr N		\$257.38
Invoice	46230	11/3/2025			
Cash Payment	E 100-45183-300	Professional Svcs (GEN	Campground River Dr S		\$257.38
Invoice	46231	11/3/2025			
Transaction Date	11/6/2025	Main Checking	10100	Total	\$1,129.51
Refer	0	HANSONS PLUMBING & HEATING I			
Cash Payment	E 654-46500-401	Repairs/Maint Buildings	Heat Only Non - Programable Vert Thermostat		\$52.43
Invoice	69925897	10/27/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$52.43
Refer	0	CREATING COMMUNITY CONSULT			
Cash Payment	E 651-46500-300	Professional Svcs (GEN	EDA Transition Support		\$3,000.00
Invoice	860	11/3/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$3,000.00
Refer	0	GOPHER STATE ONE CALL			
Cash Payment	E 100-43100-433	Dues and Subscriptions			\$28.35
Invoice	5100409	10/31/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$28.35
Refer	0	LAKES COUNTRY SERVICE COOP			
Cash Payment	E 100-41110-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$120.89
Invoice	102153A	11/4/2025			
Cash Payment	E 100-41400-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$120.89
Invoice	102153A	11/4/2025			
Cash Payment	E 100-42110-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$120.89
Invoice	102153A	11/4/2025			
Cash Payment	E 100-43100-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$120.89
Invoice	102153A	11/4/2025			
Cash Payment	E 200-42200-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$120.89
Invoice	102153A	11/4/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$604.45
Refer	0	STEVES SANITATION			
Cash Payment	E 100-43100-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal - October 2025		\$134.62
Invoice	511470118512Oct	10/31/2025			
Cash Payment	E 100-45200-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal - October 2025		\$134.62
Invoice	511470118512Oct	10/31/2025			
Cash Payment	E 654-46500-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal - October 2025		\$7.00
Invoice	511470118512Oct	10/31/2025			
Cash Payment	E 656-46500-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal - October 2025		\$226.80
Invoice	511470118512Oct	10/31/2025			
Cash Payment	E 100-41400-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal - October 2025		\$32.31
Invoice	511470118512Oct	10/31/2025			



Payments

Current Period: November 2025

Cash Payment	E 200-42200-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal - October 2025		\$43.95
Invoice	511470118512	Oct	10/31/2025		
Cash Payment	E 100-49500-312	Cont/Pro Serv - Refuse/	Cont/Pro Serv - Refuse/Recy - October 2025		\$14,675.77
Invoice	511470118512	Oct	10/31/2025		
Transaction Date	11/12/2025	Main Checking	10100	Total	\$15,255.07
Refer	0	SUNDHEIM WINDOW CLEANING LL	-		
Cash Payment	E 100-41400-311	Contracts/Professional S	Window Cleaning Service Oct 2025		\$80.00
Invoice	Oct2025		10/3/2025		
Transaction Date	11/12/2025	Main Checking	10100	Total	\$80.00
Refer	0	HACH COMPANY	-		
Cash Payment	E 601-49400-216	Chemicals and Chem Pr	Spadns Reagent Soln 500ml		\$150.87
Invoice	14731811		10/28/2025		
Transaction Date	11/12/2025	Main Checking	10100	Total	\$150.87
Refer	0	DSG - DAKOTA SUPPLY GROUP	-		
Cash Payment	E 100-43160-403	Repair/Maint Light Poles	Replacement Light Pole		\$7,122.54
Invoice	S103527483.001		10/29/2025		
Cash Payment	E 100-43160-403	Repair/Maint Light Poles	Replacement Light Pole		\$7,122.54
Invoice	S104115521.001		10/29/2025		
Transaction Date	11/12/2025	Main Checking	10100	Total	\$14,245.08
Refer	0	NANCY KAY KIEHL	-		
Cash Payment	E 656-46500-311	Contracts/Professional S	Cleaning East Main Retail October 2025		\$360.00
Invoice	Oct2025		10/31/2025		
Transaction Date	11/12/2025	Main Checking	10100	Total	\$360.00
Refer	0	SWANSONS REPAIR INC	-		
Cash Payment	E 200-42200-407	Repairs/Maint Equipmen	Repairs/Maint Equip - 10/29/2025		\$607.72
Invoice	41191		10/25/2025		
Cash Payment	E 200-42200-407	Repairs/Maint Equipmen	Repairs/Maint Equip - 10/29/2025		\$506.44
Invoice	41453		10/29/2025		
Transaction Date	11/12/2025	Main Checking	10100	Total	\$1,114.16
Refer	0	OK LUMBER & HARDWARE	-		
Cash Payment	E 100-42110-210	Operating Supplies (GE	Operating Supplies		\$28.48
Invoice	58293		10/27/2025		
Cash Payment	E 601-49400-210	Operating Supplies (GE	Operating Supplies		\$23.57
Invoice	58464		9/22/2025		
Cash Payment	E 602-49450-404	Repairs/Maint Machinery	Repairs/Maint Machinery/Equip		\$35.00
Invoice	58464		9/22/2025		
Cash Payment	E 601-49400-210	Operating Supplies (GE	Operating Supplies		\$29.74
Invoice	58464		9/22/2025		
Cash Payment	E 100-45200-220	Repair/Maint Supply (GE	Repairs/Maint Supply		\$35.94
Invoice	58464		10/20/2025		
Cash Payment	E 656-46500-401	Repairs/Maint Buildings	Repairs/Maint Buildings		\$27.79
Invoice	58455		8/20/2025		
Transaction Date	11/12/2025	Main Checking	10100	Total	\$180.52



Payments

Current Period: November 2025

Fund Summary

	10100 Main Checking	
100 GENERAL FUND		\$38,353.56
200 FIRE FUND		\$1,458.86
201 RESCUE FUND		\$204.00
202 WANNIGAN REGIONAL PARK		\$32,651.31
601 WATER FUND		\$1,165.36
602 SEWER FUND		\$425.12
603 STORM WATER FUND		\$55.06
651 ECONOMIC DEVELOPMENT AUTHORITY		\$3,135.00
654 EDA - BUSINESS CENTER		\$523.19
656 EDA - Downtown Infill		\$683.09
		<hr/>
		\$78,654.55

Pre-Written Checks	\$70.35
Checks to be Generated by the Computer	\$78,584.20
Total	<hr/>
	\$78,654.55



CITY OF FRAZEE

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Payments

Current Period: November 2025

Payments Batch 11122025LSEC1				\$16,886.30
Refer	0 MET LIFE INSURANCE COMPANY			-
Cash Payment	G 609-21706 Insurance Payable	October Premium		\$29.63
Invoice	10/16/2025			
Transaction Date	10/24/2025	Liquor Store	10101	Total \$29.63
Refer	0 MN ENERGY RESOURCES			-
Cash Payment	E 609-49750-383 Gas Utilities	October Gas Utilities		\$35.34
Invoice	10/21/2025			
Cash Payment	E 609-49751-383 Gas Utilities	October Gas Utilities		\$35.35
Invoice	10/21/2025			
Cash Payment	E 610-49752-383 Gas Utilities	October Gas Utilities		\$127.42
Invoice	10/22/2025			
Transaction Date	10/27/2025	Liquor Store	10101	Total \$198.11
Refer	0 SYSCO NORTH DAKOTA, INC			-
Cash Payment	E 609-49751-259 Food for Resale	Food For Resale		\$432.57
Invoice	395034249 10/28/2025			
Cash Payment	E 609-49751-213 Operating Supplies - Fo	Operating Supplies - Food		\$25.95
Invoice	395034249 10/28/2025			
Cash Payment	E 609-49751-211 Cleaning Supplies	Cleaning Supplies		\$41.99
Invoice	395034249 10/28/2025			
Cash Payment	E 609-49751-210 Operating Supplies (GE	Operating Supplies - General		\$170.38
Invoice	395034249 10/28/2025			
Cash Payment	E 609-49751-440 Fuel/Delivery Surcharge	Delivery Fee		\$6.50
Invoice	395034249 10/28/2025			
Transaction Date	10/28/2025	Liquor Store	10101	Total \$677.39
Refer	0 BERGSETH BROS			-
Cash Payment	E 609-49750-256 THC/CBD For Resale	THC/CBD For Resale		\$187.00
Invoice	336-02905 10/22/2025			
Cash Payment	E 609-49750-252 Beer For Resale	Beer For Resale		\$860.35
Invoice	479660 10/23/2025			
Cash Payment	E 609-49750-252 Beer For Resale	Beer For Resale		\$69.90
Invoice	479659 10/23/2025			
Cash Payment	E 609-49750-252 Beer For Resale	Beer For Resale - SWAP		-\$69.90
Invoice	479659 10/23/2025			
Cash Payment	E 609-49750-252 Beer For Resale	Beer For Resale - CREDIT		-\$53.00
Invoice	481060 10/30/2025			
Cash Payment	E 609-49750-252 Beer For Resale	Beer For Resale		\$2,374.00
Invoice	481061 10/30/2025			
Transaction Date	10/28/2025	Liquor Store	10101	Total \$3,368.35
Refer	0 TWEETON REFRIGERATION INC			-
Cash Payment	E 609-49751-404 Repairs/Maint Machinery	Repairs/Maint Machinery/Equip - 2Door Freezer		\$296.33
Invoice	27906 10/24/2025			
Transaction Date	10/28/2025	Liquor Store	10101	Total \$296.33
Refer	0 BEVERAGE WHOLESALERS, INC			-
Cash Payment	E 609-49750-252 Beer For Resale	Beer For Resale		\$1,389.32
Invoice	406289 10/16/2025			



Payments

Current Period: November 2025

Cash Payment	E 610-49752-252	Beer For Resale	Beer For Resale		\$46.70
Invoice	406288	10/16/2025			
Cash Payment	E 609-49750-252	Beer For Resale	Beer For Resale		\$318.65
Invoice	407323	10/23/2025			
Transaction Date	10/28/2025	Liquor Store	10101	Total	\$1,754.67
Refer	0	<i>D-S BEVERAGES, INC</i>	-		
Cash Payment	E 609-49750-252	Beer For Resale	Beer For Resale		\$1,161.22
Invoice	920543	10/22/2025			
Cash Payment	E 610-49752-252	Beer For Resale	Beer For Resale		\$95.20
Invoice	920544	10/22/2025			
Cash Payment	E 609-49750-252	Beer For Resale	Beer For Resale		\$770.80
Invoice	922398	10/29/2025			
Transaction Date	10/28/2025	Liquor Store	10101	Total	\$2,027.22
Refer	0	<i>ECOLAB PEST ELIM DIV</i>	-		
Cash Payment	E 609-49751-401	Repairs/Maint Buildings	Repairs/Maint Buildings		\$80.01
Invoice	9341934	10/20/2025			
Cash Payment	E 609-49750-401	Repairs/Maint Buildings	Repairs/Maint Buildings		\$80.02
Invoice	9341934	10/20/2025			
Cash Payment	E 609-49750-401	Repairs/Maint Buildings	Repairs/Maint Buildings		\$66.73
Invoice	9341933	10/20/2025			
Cash Payment	E 609-49751-401	Repairs/Maint Buildings	Repairs/Maint Buildings		\$66.73
Invoice	9341933	10/20/2025			
Cash Payment	E 610-49752-401	Repairs/Maint Buildings	Repairs/Maint Buildings		\$66.74
Invoice	9341933	10/20/2025			
Transaction Date	10/28/2025	Liquor Store	10101	Total	\$360.23
Refer	0	<i>OTTERTAIL POWER</i>	-		
Cash Payment	E 609-49750-381	Electric Utilities	Electric Utilities		\$381.19
Invoice	1018429-Oct	10/24/2025			
Cash Payment	E 609-49751-381	Electric Utilities	Electric Utilities		\$381.18
Invoice	1018429-Oct	10/24/2025			
Cash Payment	E 610-49752-381	Electric Utilities	Electric Utilities		\$453.43
Invoice	1082472-Oct	10/24/2025			
Transaction Date	10/29/2025	Liquor Store	10101	Total	\$1,215.80
Refer	0	<i>FRAZEE FAMILY FOODS</i>	-		
Cash Payment	E 609-49751-259	Food for Resale	Shredded Lettuce		\$3.19
Invoice	25683	10/2/2025			
Cash Payment	E 609-49751-259	Food for Resale	Pasta		\$6.30
Invoice	51365	10/7/2025			
Cash Payment	E 609-49751-259	Food for Resale	Wipped cream, parmeson		\$18.72
Invoice	25872	10/6/2025			
Cash Payment	E 609-49751-259	Food for Resale	Chkn Base, Baby Carrots, Whip Cream		\$13.57
Invoice	52481	10/14/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$41.78
Refer	0	<i>BREAKTHRU BEVERAGE</i>	-		
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale - CREDIT		-\$25.42
Invoice	414049158	10/9/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale		\$1,141.78
Invoice	123986650	10/28/2025			



Payments

Current Period: November 2025

Transaction Date	11/6/2025	Liquor Store	10101	Total	\$1,116.36
Refer	0 LAKES COUNTRY SERVICE COOP	-			
Cash Payment	E 609-49750-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$60.45
Invoice	102153B	11/4/2025			
Cash Payment	E 609-49751-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$60.44
Invoice	102153B	11/4/2025			
Cash Payment	E 610-49752-324	Technology/Computer E	November 2025 Tech/Comp Expenses		\$120.88
Invoice	102153B	11/4/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$241.77
Refer	0 MN DEPT OF HEALTH	-			
Cash Payment	E 609-49751-433	Dues and Subscriptions	2026 Lics Renewal FBL-2658-1796		\$1,035.00
Invoice	2026	11/4/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$1,035.00
Refer	0 OK LUMBER & HARDWARE	-			
Cash Payment	E 609-49750-404	Repairs/Maint Machinery	Repairs/ Maint Machinery/Equip		\$40.18
Invoice	56444	8/5/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$40.18
Refer	0 VESTIS	-			
Cash Payment	E 610-49752-211	Cleaning Supplies	Cleaning Supplies		\$170.07
Invoice	2520672641	10/23/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$170.07
Refer	0 SOUTHERN GLAZERS OF MN	-			
Cash Payment	E 609-49750-253	Wine For Resale	Wine For Resale		\$185.46
Invoice	2687432	10/31/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale		\$501.91
Invoice	2687432	10/31/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Delivery Fee		\$19.26
Invoice	2687432	10/31/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$706.63
Refer	0 JOHNSON BROTHERS LIQUOR CO	-			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale - CREDIT		-\$39.07
Invoice	152969B	10/22/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Delivery Fee		\$5.43
Invoice	2916592	11/4/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale		\$197.43
Invoice	2916592	11/4/2025			
Cash Payment	E 609-49750-253	Wine For Resale	Wine For Resale		\$65.00
Invoice	2910464	10/28/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale		\$1,179.60
Invoice	2910464	10/28/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Delivery Fee		\$35.00
Invoice	2910464	10/28/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$1,443.39
Refer	0 DACOTAH PAPER CO	-			
Cash Payment	E 609-49751-210	Operating Supplies (GE	Operating Supplies		\$77.19
Invoice	45449	11/3/2025			



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Payments

Current Period: November 2025

Cash Payment	E 609-49750-210	Operating Supplies (GE	Operating Supplies		\$29.93
Invoice	45449	11/3/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$107.12
Refer	0	<i>PHILLIPS WINE & SPIRITS</i>		-	
Cash Payment	E 609-49750-253	Wine For Resale	Wine For Resale		\$57.90
Invoice	5072352	11/4/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Delivery Fee		\$13.57
Invoice	5072352	11/4/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale		\$414.15
Invoice	5072352	11/4/2025			
Cash Payment	E 609-49751-251	Liquor For Resale	Liquor For Resale		\$341.96
Invoice	5068349	10/28/2025			
Cash Payment	E 609-49750-251	Liquor For Resale	Liquor For Resale		\$922.45
Invoice	5068349	10/28/2025			
Cash Payment	E 609-49751-440	Fuel/Delivery Surcharge	Delivery Fee		\$6.34
Invoice	5068349	10/25/2025			
Cash Payment	E 609-49750-440	Fuel/Delivery Surcharge	Delivery Fee		\$16.00
Invoice	5068349	10/28/2025			
Cash Payment	E 609-49750-254	Soft Drinks/Mix For Res	Soft Drinks/Mix For Resale		\$52.00
Invoice	5068349	10/28/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$1,824.37
Refer	0	<i>GIOVANNIS FROZEN PIZZA</i>		-	
Cash Payment	E 609-49751-260	Pizza for Resale			\$231.90
Invoice	0310292503	10/29/2025			
Transaction Date	11/6/2025	Liquor Store	10101	Total	\$231.90

Fund Summary

	10101 Liquor Store	
609 MUNICIPAL LIQUOR FUND	\$15,805.86	
610 EVENT CENTER FUND	\$1,080.44	
	<u>\$16,886.30</u>	

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$16,886.30
Total	\$16,886.30

RESOLUTION No. 1112-2025A

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>
United Way of Becker County	\$2,500.00

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 12th of November, 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

Park and Rec Agenda

10-29-2025 Meeting minutes

Call the Meeting to Order - Roll Call

The meeting was called to order at 3:33 pm at the Frazee Event Center by Eric Anderson.

Present were: Eric Anderson, Andrea Froeber, Mark Kemper, Mackenzie Hamm, Tom Watson, Stephanie Poegel.

Review of Minutes – September 24, 2025

Anderson asked for any changes to the September 24, 2025 minutes. There were none.

M/S/CU: Froeber/Hamm to approve minutes as presented.

Open Forum

Hamm spoke on behalf of MVP (My Voice is Powerful), reporting that the group met a couple weeks ago regarding a sustainability plan. She explained that the MVP grant coalition that has been in place for five years ends in June 2026, so the position will no longer exist in the school, but the MVP group will continue. The school has adapted it from what used to be the FACADE group.

Hamm noted that MVP has funding to spend and presented ideas to the committee for consideration. She explained that Vergas has steel containers with paddle balls and paddles that kids can borrow and return, and Earhart has something similar with plastic containers that aren't affected by weather. MVP would be interested in purchasing equipment containers for the pickleball courts (though they aren't ready yet), possibly containers for Frisbees at Lions Park, a sled library with their logo for winter use, and a basketball equipment container.

Poegel noted that for the pickleball items, MVP would need to talk with the school as that's the school's project. Froeber expressed support, noting it would help promote the sport they're fundraising for.

Watson suggested leaving the decision to Hamm since she works with kids regularly, and the committee agreed.

Froeber asked if the city ever sent a thank-you for the three benches received from the youth. Poegel stated she needed to finish the resolution and article for the paper. Hamm mentioned that during winter the benches might need to be moved from Town Lake to the ice rink area. The committee discussed that the benches are made of treated lumber and would be fine outdoors but could be more useful at the ice rink where parents need seating.

Anderson inquired about the Parks and Recreation budget. Poegel explained that a good portion of the budget is for mowing, with some dollars specifically for planters, and there is a donation to the school for summer recreation.

Parks

Wannigan Regional Park

Watson reported that the blacktop for the 2.15-mile trail is complete. Sherbrooke returned to do some reseeding, which has been completed. Duane has the solar lights and plans to install them soon, with Watson volunteering to help. There are 12-14 lights.

Anderson noted that the trail counter was moved from the North Country Trail to the paved trail, as about 85% of people are now using the paved trail.

Watson mentioned that the pavilion materials are at the site. Anderson explained that Aaron Boyer and his construction trades class will lead the assembly with Rotary's help, but they were not comfortable placing the CMU blocks. Tim, a local contractor, said he could do the cement work in two weeks, and FCDC would pay for it. The class wants to complete the project before the semester ends in December.

Watson added that the blacktop for the kayak launch from the parking pad to the river is complete and reseeded.

Anderson reported that the park will be closed during deer hunting season, November 8-16. Project 412 put out a notice, and Watson will put up signs.

Phase I GMRPTC Update

The design and engineering contract for Phase I was approved for Widseth. This includes labor compliance. FCDC approved it, and it was at the council that night for approval. Widseth has been staking some elements from Phase I. The timeline aims for going out for bids around April 2026 for construction of Phase I.

Eagle Lake Park Update

No updates.

Hank Ludtke/Riverside Park

Froeber discussed plans to install a new sign at Hank Ludtke Park. She and Stephanie met at the site to measure for a stone planter (15 feet long, 7 feet deep) coming down the hill off the sidewalk. The plan is to remove the existing sign from the shelter and create a standalone sign.

Froeber wants to determine the estimated cost to include it in next year's park budget. She envisions using a vinyl board similar to other park signs in town to prevent rotting. She noted that the sign would say "Welcome to Hank Ludtke Riverside Park."

Poegel mentioned that for 2025, they had budgeted \$5,000 for repair and maintenance on park buildings, of which only \$723 had been spent, so some of the project could be funded this year.

Lions Park

Anderson mentioned his family was planning to do cleanup of sticks and leaves at the park. The committee discussed when the bathrooms are winterized, with Hamm offering to ask Larry.

Watson reported that he pressure washed the pad over the summer. Froeber added that she, Laurie, and Watson had cleaned up the landscaping area by the flagpole and pruned in preparation for the bike meeting.

Froeber noted that the Lion's building needs to be sanded and restained to remove moss growing on the wood.

Poegel reported that the Lions have contacted Larry and City Hall about a new sign, but there are challenges with the current sign's location due to power lines and DOT right-of-way requirements. Froeber said the Lions told her they would pay for the sign but not for installation. The committee discussed the possibility of moving the sign back from the road to avoid power lines and DOT right-of-way issues.

Corner Park

Watson reported that they plan to install a bike repair station, likely in the back corner rather than toward Main Street to preserve space for other activities. There was discussion about the location, with Froeber suggesting placing it toward the event center for better visibility. Watson noted that various locations had been discussed, but they needed to make a decision and proceed with installation.

Froeber asked about the mural project. Watson reported that installation was planned for December. The mural will be mounted on the building with hardware that the artist will install. Watson mentioned he would meet with the artist that night. The hope is to have it installed by the Snowball Parade, but Watson wasn't certain it would happen by then.

JoAnn Niemann Memorial Park

No updates

Little Turkey Park

The committee discussed the second bike repair station that had arrived, which will go on the restroom facility at the trailhead. Anderson mentioned he would pick up the second piece the next day.

Watson noted that the base of the Little Turkey is water-soaked, and the paint didn't adhere well. He has someone who can fix it but they would need to take it to a shop.

Recreation

Heartland Trail Update

Anderson reported that the group met and decided to pursue environmental review and preliminary engineering design on the site at Dunton Locks and Bucks Mill.

Poegel noted that during the state inspection of the Frazee to County Highway 10 bridge, they found issues with the trail edges not meeting requirements for state funding. The state will require an overlay of the entire trail to correct the slope issues, which will use some of the extra funds. The county is discussing the issue with the contractor, but the contractor may argue that the work was approved at the time.

Town Lake Beach

Froeber mentioned a request to post signs at Town Lake Beach indicating that the bathrooms are closed for the season, as people keep trying the doors. Anderson agreed this should be done at Lions Park as well.

Hamm reported that she unloaded kayaks from her trailer and aired everything out to dry. She still has some equipment in her closet and needs to determine what should be stored at the beach.

Hamm asked if she could write a grant for a fish house that families could check out for free on Town Lake to encourage winter activities. She explained that Wadena County has a similar program and MVP might have funding to contribute. The committee discussed logistics regarding storage, installation, removal, insurance, and licensing. They agreed it was worth exploring further.

Poegel reminded the committee that they need to work on licensing the kayaks this winter for next year's rentals.

Splash Pad

Froeber made a motion to remove the splash pad from the recreation list, noting it wasn't feasible in the next five years. Hamm agreed, suggesting they focus on completing current projects first.

M/S/CU: Froeber/Watson to approve removing the splash pad from the recreation list.

Walking Path/Unidentified Parcel

Froeber asked about the survey of the unidentified parcel. Poegel stated that the council had made a motion to handle this, rather than using park and recreation funds.

Bicycle Friendly Community

Froeber reported on the bike rally, thanking the Andersons and noting that 17-18 people attended. The weather was good, and the Vikings game had finished. She personally wrote thank-you cards to businesses that stayed open or participated. She plans to hold the event again next year and will start gathering information in January or February to update the bicycle friendly application, which is due in June.

Rally Recap

This item was covered under Bicycle Friendly Community.

Safe Routes to School

No discussion.

Basketball Court – Waiting for info from Backcourt Club

Anderson suggested removing this item from the list as they had not heard back from the Backcourt Club.

M/S/CU: Froeber/Hamm to approve removing the basketball court from the recreation list.

Comp Plan Task Updates

Poegel reviewed items in blue on the list, indicating changes:

- "Promote kayak and other water rentals" - licensing to be done next year after January
- The mural is moving forward
- Marketing for Frazee will involve creating a park and recreation marketing plan this winter

Watson mentioned that the Community Club is also working on a similar marketing effort to get people to visit all the parks, possibly with a passport program. They agreed to work together to avoid duplication.

Adjournment

M/S/CU: Froeber/Watson to adjourn at 4:39 PM.

Wannigan Park Committee Meeting Notes

Tuesday, October 28, 2025 1:30-3:00pm

Attending: Stephanie Poegel, Polly Andersen, Tom Barry, Jon Eveslage, Steve Skoog (Becker County), Kimberly Antonsen, Jason Sannes-Venhuisen, Erik Anderson, Patrick Hollister (PFH), Karen Pifher, Jilian Reiner, Ashley Renolett, Mitch Lundeen

1. Meeting Chair: Stephanie; Note Taker: Jon
2. Minutes – July 22, 2025 (no comments)
3. Projects
 - a. LCCMR Shelter & River Access Update
 - i. Jillian and Erik: The cement foundation for the shelter is completed and nearly ready for Rotary and the school to start construction. Some brick mortar fixes are needed before construction can begin. Mason Tim Erb will be assisting, starting next week. It's expected to have the construction done this year. LCCMR funds are being used.
 - ii. Kayak launch: The gravel trail to the river is completed. Paving was not done at this time. The parking pad plans for the kayak-launch are still being finalized.
 - b. ATI Trail Update
 - i. The new trail is completed, paved and approved by the state aid engineer. Lighting is being added this week.
 - ii. Project 412 has requested ADA access to the troll. Some grading on the trail south of the trail is planned to meet the ADA requirements.
 - iii. The Heartland Trail needs some modifications to be approved.
 - c. GMRPTC Grant for Phase 1 Update (Erik, Stephanie)
 - i. Phase 1 construction includes a roundabout, primitive camping, playground, bath and a shower house.
 - ii. FCDC approved the request for design and engineering with Widseth. The City Council also approved.
 - iii. We're waiting for the DNR to send the grant agreement for signing. This is needed to secure the funding that's needed to allow Widseth to begin work on the design. The completed designs will then be sent out for bids. Stephanie is working with the DNR to get the grant signing done.
 - iv. The plan is to begin construction in May or June.
 - d. Tree Planting Plan Update (Jason)
 - i. Jason met with Soil and Water Management and Ken Hammer.
 - ii. The trees on the west side are being planned.
 - iii. Planting will be paid for with grant money.
 - iv. The trees will be planted in spring, 2026.

4. Capital Campaign Update (Karen)
 - a. Phase I – we have reached 91% of our goal.
 - b. A calendar is being created that will be used to determine what's needed in 2026.
 - c. 2025 was a great year!

5. Grant Updates - CPL Grant Application: (Polly, Jillian)
 - a. This grant money will be used to restore 3 acres near the entrance.
 - b. The grant application needs to be submitted by November 10th. Letters of support are being gathered.
 - c. We have money budgeted. Planting options are being determined. We're working with Widseth on details.
 - d. Site prep will be in the spring, with planting in 2027, after the Phase I construction is done.
 - e. Jillian will be meeting with Prairie Restoration to discuss the details.

6. Committee Member Comments
 - a. Community Development Coordinator Position: (Stephanie) This new position will split their time 50-50 with FCDC and the City of Frazee. 22 applications were received and are no longer being accepted. Interviewing will begin during the first week of November. Recommendation of the candidate is expected on November 12th. After needed approvals, the new staff member could start on the first of December, kicking off with a month of training with EDA and FCDC.
 - b. Bike fixit station (Patrick): Partnership for Health has provided funding. It is planned for next to the restrooms, maybe as soon as 2026.
 - c. The LCCMR status report was submitted (early) in September. We're waiting for their response.

7. Next meeting: January 27, 2026 – 1:30-3:00 pm.

Planning and Zoning Meeting

10-28-2025 Meeting minutes

1. Call to Order - Roll Call

The Frazee planning commission meeting was called to order at 5:01 PM.

Members present: Mark Kemper, Tyler Trieglaff, Chris Throson, Stephanie Poegel, Erik Anderson, Ken Miosek and Mike Sharp.

2. Review Minutes – August 26, 2025

M/S/CU: Kemper/Trieglaff to approve the minutes as presented

3. Open Forum - None

4. Old Business

a. Future Growth Discussions

Thorson presented cost estimates for extending city water and sewer services to potential growth areas.

Discussion points:

- Area 1: \$1,100,000 to extend service across the lake, previously prepared during the Lake Street project.
- Area 6: \$1,450,000 due to necessary highway crossing, but combined with Area 1, total cost drops to \$1.45 million.
- Area 10: \$950,000 to extend utilities, with future North River Drive project easing access.
- Areas 11 and 12: Water available, additional grading needed for development.
- Areas 13 and 14: High costs, over \$3 million each. Likely eliminated from consideration.
- Development feasibility focuses on Areas 1, 6, and 10 due to realistic options.
- Anderson noted the importance of existing infrastructure for developers.
- Discussion on annexation challenges for Areas 1 and 6.

b. Comprehensive Plan Task Updates

Reviewed extension of city services and future land use map development. Focus on infill development in Area 4, creating three equal lots for housing. Next steps include approaching Area 6 owners for annexation, working with Area 12 property owners, and updating the future land use map.

c. Front Yard Setback – No updates yet

No updates available.

5. New Business

No new business.

6. Adjournment

M/S/CU: Kemper /Anderson to adjourn at 6:07 PM

Respectfully Submitted,

Stephanie C. Poegel

Frazee City Administrator



Finance AGENDA

November 5, 2025 – 4:00 p.m.

Frazee Fire Hall

1. Call the Meeting to Order - Roll Call
2. Review Minutes – [September 23, 2025](#)
3. Old Business
 - a. 2026 Budget Review
4. New Business
5. Adjournment

REVIEW MINUTES – September 23, 2025

1. Call the Meeting to Order - Roll Call

- a. Meeting opened at 4:02 PM at the Frazee Fire Hall
- b. Present: Andrew Daggett, Jim Rader, Steph Poegel

2. Review Minutes – September 8, 2025

- a. Minutes reviewed with no changes.

3. Old Business

a. 2026 Preliminary Budget Review

- i. Poegel presented the proposed tax levy for 2026, noting it represented a 16% increase, which amounts to an \$83,603 increase over last year's budget. The total levy amount would be \$603,793.
- ii. Rader asked if all of the 16% increase would be passed on to taxpayers or if some would be covered through local government aid or other revenue. Poegel clarified that the amount represented the taxpayer portion of the levy.
- iii. Poegel provided an example of how this could impact property taxes utilizing 2025 tax capacity and 2026 budget, explaining that for a home with a taxable market value of \$231,300, taxes would increase from \$1,679.60 to \$1,949.54, an increase of approximately \$269 per year (about \$22.50 per month).
- iv. Rader inquired whether the increase would be equally distributed among residential, commercial, and industrial properties. Poegel explained that the tax distribution is not even across property types, as multiple factors affect individual property taxes, including homestead exclusions, disabled veteran status, and other potential tax reductions. She noted that when certain properties receive tax exclusions, the burden shifts to other taxpayers, as the total levy amount must still be collected.
- v. Poegel mentioned that last year's increase was 9%, and they had started closer to 20% before reducing it. For this year's budget, she indicated she had thoroughly reviewed the numbers, starting at a much higher percentage (40%) before getting it down to 16%.
- vi. The committee discussed concerns about continual tax increases. Rader noted feedback from community members about rising costs, including water bills and property taxes, expressing concern that doubling property taxes every five years is not sustainable.
- vii. Poegel explained the budget breakdown:
 1. General government: \$56,000 levy
 2. Public safety: \$242,000 levy
 3. Park and recreation: \$15,000 levy
 4. Streets: \$153,000 levy
 5. EDA: negative levy (explained by expenses and revenue projections)
 6. Bond obligations: \$212,000 levy

- viii. The committee discussed potential areas for reduction, Poegel to talk with department heads regarding budget cuts
- ix. The committee also discussed the positive financial performance of the liquor store under Young's management and the importance of properly recognizing her contributions, though noting that performance-based pay is not an option under their current system.
- x. The committee agreed to present the 16% levy increase at the council meeting while announcing they are working to identify cuts to reduce it further. They will approach department heads to solicit ideas for potential cost savings.
- xi. Consensus to recommend approval of the preliminary budget with a 16% tax levy increase to the City Council, with the understanding that the committee will work to identify cuts to reduce the final levy.

4. New Business – None

5. Adjournment

- a. Meeting adjourned at 4:52 PM.

Respectfully submitted,

Stephanie C. Poegel

Frazee City Administrator

EDA Meeting Agenda
10-28-2025 Meeting minutes

Call the Meeting to Order

Meeting called to order by President Heath Peterson at 11:38 am at the Frazee Fire Hall.

Roll Call

Members Present: Ashley Renollet, Heath Peterson, Andrea Froeber, John Olson

Members Absent: Andrew Daggett, Bill Daggett, Hank Ludtke
Staff: Stephanie Poegel

Contracted Services: Rachael Johnson

Guests: Bob Williams

Approval of Agenda

Poegel requested an addition to the agenda under Old Business, letter c, to select a representative for the interview panel for the community development coordinator position.

M/S/CU: Froeber/Renollet to approve agenda with stated changes

Open Forum

President Peterson called for open forum three times. No one came forward.

Meeting Minutes – September 23, 2025

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

Old Business

EMR (formerly DTI)

Poegel presented the updated Request for Proposals (RFP) for snow removal with highlighted changes from last month's discussion. The changes included:

- Adding an "s" to "selected agent" because there could be two different contractors
- Specifying that snow removal must be completed prior to 6 a.m.
- Requiring proof of insurance with Frazee EDA listed as an additional insured
- Adding a bid sheet for contractors to specify services and pricing options (per occurrence or per season)
- Clarifying that the selected agent must work with Larry on where snow is to be moved

- Including maps with dimensions of the parking lot and sidewalks
- Changing approval authority from "counsel" to "EDA"

Froeber noted that the RFP was very thorough, while Peterson commented that it might be intimidating for potential bidders due to its detail.

M/S/CU: Froeber/Renollet to approve posting the RFP

Snow Removal

Discussed as part of EMR item above.

Red Willow Heights

Peterson discussed the need to meet with Jason regarding the property. There was some confusion about whether Jason was pursuing development of the Red Willow property (owned by the EDA) or the city property near Dollar General.

Poegel explained the different processes for the two properties:

- For Red Willow (EDA property): Plans must be submitted, a public hearing held, the public gets to weigh in, and the EDA can take the property back if approved plans aren't followed
- For city property: Only requires a purchase agreement approved by the city council

Froeber noted that Red Willow property was more "shovel ready" according to Jason. The board discussed that it would be beneficial for Peterson to reach out to Jason to clarify which property he was focusing on and the different processes involved.

Peterson agreed to contact Jason to clarify his intentions and direct him to the appropriate party (Stephanie Poegel) depending on which property he wishes to pursue.

Poegel also mentioned that zoning may need to be addressed for the city property, as multi-family zoning currently has a maximum of 12 units per lot, but Jason would need 36 units to make the project financially viable. Options would include amending the ordinance or splitting the property into three parcels.

Community Development Coordinator Interview Panel

Poegel reported having 20 applicants for the position with a wide variety of experience backgrounds. She explained that the interview panel would consist of one EDA representative, one FCDC representative, and herself. Interviews would be conducted the following week with the goal of having someone selected for approval at the next council meeting and a December 1st start date.

Since Froeber would be away the following week, the board discussed alternative representatives. They decided to approach B. Daggett first due to his EDA experience, then A. Daggett, and finally Renollet if the others were unavailable.

Poegel noted that interviews would likely take place over two days, with 30-45 minutes per interview.

New Business

Olson brought up a safety concern regarding sunken portions of the sidewalk in front of the EDA building. He explained that there are two spots where there is approximately a 1.5-inch drop, creating a tripping hazard. Olson suggested grinding down the edge to create an angle rather than using more expensive mud jacking.

Renollet suggested painting the area yellow after grinding to alert pedestrians to the change in elevation.

Poegel noted that this was a maintenance issue that could be handled by city staff and encouraged board members to bring such issues directly to her in the future.

EDA Financials

Poegel reported that the \$40,000 transfer was completed in October. She explained that the bond money for construction has not yet been received into the system, which accounts for the \$359,000 deficit showing in the construction fund. She added that she was working through February records and would move on to March and April soon.

M/S/CU: Froeber/Olson to approve EDA financials as presented

Consultant Report

Johnson presented her report, highlighting:

- Housing developments: Jason has provided concept drawings for the city council property
- Becker County EDA: Johnson has been attending meetings and participating in strategic planning sessions. The county is developing processes to assist communities with childcare and housing issues, including potentially building daycare houses that would meet all code requirements
- Business development: Johnson has been working to help a potential business, connecting the owner with SBDC and exploring location options in town
- Ribbon cuttings: Johnson has been transitioning this responsibility to Jamie, with the mayor and FACC president handling the speaking roles

Johnson informed the board that as of Friday, she will no longer be the EDA contact from CCC.

The board discussed the 30-day onboarding and training plan for the new Community Development Coordinator. Poegel noted that she and Pifher had discussed the transition plan and that the February 2026 date on the document should be January 2026.

Tom Watson, Frazee Area Community Club President, asked if the new coordinator could help FACC with grants. Poegel explained that legally the position would focus on city-related grants, not those for separate organizations like the FACC, Lions Club, etc.

Johnson mentioned she would get clarification on who would conduct the training and the correct date on the document.

Comments

No additional comments were made.

Adjournment

Meeting adjourned at 12:27 PM.

Respectfully submitted,
Stephanie C. Poegel
City Administrator



CITY OF FRAZEE

11/12/25 11:35 AM

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Payments

Current Period: November 2025

Payments Batch 11122025GEN2

\$365,952.34

Refer	0	VERIZON	-		
Cash Payment	E 100-42110-321	Telephone	Sept 24 - Oct 28 2025 Telephone Service	\$154.59	
Invoice	Oct2025	10/23/2025			
Cash Payment	E 100-43100-321	Telephone	Sept 24 - Oct 28 2025 Telephone Service	\$24.78	
Invoice	Oct2025	10/23/2025			
Cash Payment	E 602-49450-321	Telephone	Sept 24 - Oct 28 2025 Telephone Service	\$24.78	
Invoice	Oct2025	10/23/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$204.15
Refer	0	CITY OF FRAZEE	-		
Cash Payment	E 100-45183-382	Water/Sewer Utilities	Campground Utilities	\$59.06	
Invoice	022125008Oct25	11/6/2025			
Cash Payment	E 654-46500-382	Water/Sewer Utilities	Mahuube Business Center Utilities	\$54.74	
Invoice	02190006Oct25	11/6/2025			
Cash Payment	E 656-46500-382	Water/Sewer Utilities	DTI Utilities	\$85.14	
Invoice	02201007Oct25	11/6/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$198.94
Refer	0	ERNEST C ANDERSON GRAVEL, I	-		
Cash Payment	E 100-43125-230	Salt/Sand Materials	Washed Sand	\$486.88	
Invoice	130271	10/8/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$486.88
Refer	0	BECKER CO HIGHWAY DEPT	-		
Cash Payment	E 100-43125-230	Salt/Sand Materials	Salt	\$1,990.89	
Invoice	10080925	10/31/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$1,990.89
Refer	0	CODE 4 SERVICES, INC	-		
Cash Payment	E 100-43100-407	Repairs/Maint Equipmen	Repairs/Maint Equipment - LED & Mounting Kit	\$337.18	
Invoice	10955	9/2/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$337.18
Refer	0	BLACK DOG PROPERTY SERVICE	-		
Cash Payment	E 100-49010-311	Contracts/Professional S	Fall Clean Up - Entire Grounds 10/7 - 11/6/2025	\$2,002.50	
Invoice	4597	11/7/2025			
Transaction Date	11/12/2025	Main Checking	10100	Total	\$2,002.50
Refer	0	MN PERA	<u>Ck# 000408E 11/10/2025</u>		
Cash Payment	G 100-21704	PERA	PERA - Gen PP#22	\$2,990.69	
Invoice					
Cash Payment	G 601-21704	PERA	PERA - Gen PP#22	\$359.71	
Invoice					
Cash Payment	G 602-21704	PERA	PERA - Gen PP#22	\$501.16	
Invoice					
Transaction Date	11/12/2025	Main Checking	10100	Total	\$3,851.56
Refer	0	MN DEPT OF REVENUE - WH	<u>Ck# 000409E 11/6/2025</u>		
Cash Payment	G 100-21702	State Withholding	State Withholding - Gen PP#22	\$713.39	
Invoice					
Cash Payment	G 601-21702	State Withholding	State Withholding - Gen PP#22	\$124.97	
Invoice					



Payments

Current Period: November 2025

Cash Payment Invoice	G 602-21702 State Withholding	State Withholding - Gen PP#22		\$136.32
Transaction Date	11/12/2025	Main Checking	10100	Total \$974.68
Refer	0 IRS		<u>Ck# 000410E 11/7/2025</u>	
Cash Payment Invoice	G 100-21701 Federal Withholding	Federal Withholding - Gen PP#22		\$1,017.14
Cash Payment Invoice	G 100-21703 FICA Tax Withholding	Federal Withholding - Gen PP#22		\$1,549.58
Cash Payment Invoice	G 601-21701 Federal Withholding	Federal Withholding - Gen PP#22		\$195.19
Cash Payment Invoice	G 601-21703 FICA Tax Withholding	Federal Withholding - Gen PP#22		\$374.38
Cash Payment Invoice	G 602-21701 Federal Withholding	Federal Withholding - Gen PP#22		\$294.15
Cash Payment Invoice	G 602-21703 FICA Tax Withholding	Federal Withholding - Gen PP#22		\$483.06
Transaction Date	11/12/2025	Main Checking	10100	Total \$3,913.50
Refer	0 DENNIS DREWES INC		-	
Cash Payment Invoice	E 202-45000-500 Capital Outlay (GENER PAYEST2 11/5/2025)	ATI Trail - PP#2		\$343,401.40
Transaction Date	11/12/2025	Main Checking	10100	Total \$343,401.40
Refer	0 MARCO TECHNOLOGIES LLC		-	
Cash Payment Invoice	E 100-41110-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$64.56
Cash Payment Invoice	E 100-41400-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$81.78
Cash Payment Invoice	E 651-46500-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$43.04
Cash Payment Invoice	E 100-42110-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$43.04
Cash Payment Invoice	E 100-49500-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$51.65
Cash Payment Invoice	E 601-49400-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$51.65
Cash Payment Invoice	E 602-49450-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$51.65
Cash Payment Invoice	E 200-42200-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$10.76
Cash Payment Invoice	E 201-42300-200 Office Supplies (GENER 567867353A 11/1/2025)	Office Supplies - Copier		\$10.75
Transaction Date	11/12/2025	Main Checking	10100	Total \$408.88
Refer	0 IRS		<u>Ck# 000412E 11/7/2025</u>	
Cash Payment Invoice	G 100-21703 FICA Tax Withholding	FICA Tax Withholding - PP#11		\$112.24
Cash Payment Invoice	G 200-21703 FICA Tax Withholding	FICA Tax Withholding - PP#11		\$100.98
Transaction Date	11/12/2025	Main Checking	10100	Total \$213.22
Refer	0 AUTO VALUE - DETROIT LAKES		-	



Payments

Current Period: November 2025

Cash Payment E 100-43100-210 Operating Supplies (GE Operatin \$53.97

GL Prime Dexcool

Invoice 53634992 11/7/2025

Transaction Date 11/12/2025 Main Checking 10100 **Total** \$53.97

Refer 0 RMB ENVIRONMENTAL LABORAT -

Cash Payment E 601-49400-313 Samples/Testing October 2025 Services \$57.48

Invoice D083210 11/7/2025

Transaction Date 11/12/2025 Main Checking 10100 **Total** \$57.48

Refer 0 STRUCTURALLY SOUND LLC -

Cash Payment E 655-46500-651 Loan Disbursement - Re EDA SCDL Loan FR-2025-01 PY#2 \$7,857.11

Invoice INV-000073 11/5/2025

Transaction Date 11/12/2025 Main Checking 10100 **Total** \$7,857.11

Fund Summary

10100 Main Checking

100 GENERAL FUND	\$11,733.92
200 FIRE FUND	\$111.74
201 RESCUE FUND	\$10.75
202 WANNIGAN REGIONAL PARK	\$343,401.40
601 WATER FUND	\$1,163.38
602 SEWER FUND	\$1,491.12
651 ECONOMIC DEVELOPMENT AUTHORITY	\$43.04
654 EDA - BUSINESS CENTER	\$54.74
655 EDA - Small Cities Devel. Loan	\$7,857.11
656 EDA - Downtown Infill	\$85.14
	<u>\$365,952.34</u>

Pre-Written Checks	\$8,952.96
Checks to be Generated by the Computer	\$356,999.38
Total	<u>\$365,952.34</u>



CITY OF FRAZEE

11/12/25 11:36 AM

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Payments

Current Period: November 2025

Payments Batch 11122025LSEC2 \$2,448.20

Refer	0	CITY OF FRAZEE	-		
Cash Payment	E 609-49750-382	Water/Sewer Utilities	Off Sale Utilities		\$117.20
Invoice	021381007	Oct25	11/6/2025		
Cash Payment	E 609-49751-382	Water/Sewer Utilities	On Sale Utilities		\$117.21
Invoice	021381007	Oct25	11/6/2025		
Cash Payment	E 610-49752-381	Electric Utilities	Event Center Utilities		\$103.60
Invoice	021382008	Oct25	11/6/2025		
Transaction Date	11/12/2025	Liquor Store	10101	Total	\$338.01
Refer	0	AMANDA YOUNG	-		
Cash Payment	E 609-49751-331	Travel/Training Expense	Reimbursement Regional MMBA Mtg Milage		\$28.70
Invoice	REIM102925		11/12/2025		
Transaction Date	11/12/2025	Liquor Store	10101	Total	\$28.70
Refer	0	MN PERA	Ck# 000304E 11/10/2025		
Cash Payment	G 609-21704	PERA	PERA - LIQ PP #22		\$694.77
Invoice					
Transaction Date	11/12/2025	Liquor Store	10101	Total	\$694.77
Refer	0	MN DEPT OF REVENUE - WH	Ck# 000305E 11/6/2025		
Cash Payment	G 609-21702	State Withholding	State Withholding - LIQ PP#22		\$144.72
Invoice					
Transaction Date	11/12/2025	Liquor Store	10101	Total	\$144.72
Refer	0	IRS	Ck# 000306E 11/7/2025		
Cash Payment	G 609-21701	Federal Withholding	Federal Withholding - LIQ PP#22		\$160.75
Invoice					
Cash Payment	G 609-21703	FICA Tax Withholding	FICA Withholding - LIQ PP#22		\$744.06
Invoice					
Transaction Date	11/12/2025	Liquor Store	10101	Total	\$904.81
Refer	0	MARCO TECHNOLOGIES LLC	-		
Cash Payment	E 609-49750-200	Office Supplies (GENER	Office Supplies - Copier		\$5.38
Invoice	567867353B		11/1/2025		
Cash Payment	E 609-49751-200	Office Supplies (GENER	Office Supplies - Copier		\$5.37
Invoice	567867353B		11/1/2025		
Cash Payment	E 610-49752-200	Office Supplies (GENER	Office Supplies - Copier		\$10.75
Invoice	567867353B		11/1/2025		
Transaction Date	11/12/2025	Liquor Store	10101	Total	\$21.50
Refer	0	STEVES SANITATION	-		
Cash Payment	E 609-49750-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal October Services		\$105.23
Invoice	10063OCT25		10/31/2025		
Cash Payment	E 609-49751-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal October Services		\$105.23
Invoice	10063OCT25		10/31/2025		
Cash Payment	E 610-49752-384	Refuse/Garbage Dispos	Refuse/Garbage Disposal October Services		\$105.23
Invoice	10063OCT25		10/31/2025		
Transaction Date	11/12/2025	Liquor Store	10101	Total	\$315.69



Payments

Current Period: November 2025

Fund Summary

	10101 Liquor Store	
609 MUNICIPAL LIQUOR FUND		\$2,228.62
610 EVENT CENTER FUND		\$219.58
		<hr/>
		\$2,448.20

Pre-Written Checks	\$1,744.30
Checks to be Generated by the Computer	\$703.90
	<hr/>
Total	\$2,448.20

**CITY OF FRAZEE
MINNESOTA**

**ORDINANCE NO. 181:
AN ORDINANCE OF THE CITY OF FRAZEE, MINNESOTA AMENDING TITLE 8, CHAPTER 1 (WATER
SYSTEM) OF THE FRAZEE CITY CODE**

TITLE 8, CHAPTER 1 (WATER SYSTEM)

8-1-2: CONNECTION TO SYSTEM:

- B. Connection Required: The owner of all new or existing buildings used for business and new housing developments and new or existing houses located within the city shall be required to connect to municipal water at the owner's expense within ninety (90) days of the date said municipal water is operational; provided, that said municipal water is within one hundred feet (100') of said property. All future buildings constructed on property adjacent to the municipal water shall be required to immediately connect to the municipal water. If water connections are not being made pursuant to this subsection, an official ninety (90) day notice shall be served instructing the affected property owner to make said connection. A building shall be exempt from the connection requirement of this subsection if its use: 1) does not require a source of municipal water, 2) does not involve human occupancy (i.e., living, sleeping, or working within it), and 3) is a permitted use, accessory use, conditional use, or interim use within its applicable zoning district. Vacant buildings shall not be exempt from the connection requirement of this subsection; however, the City Council may grant a temporary exemption for up to one (1) year for such a building if the owner provides a plan that is accepted by the City Council to have the building either occupied or demolished for redevelopment within one (1) year. Any temporary exemption granted by the City Council shall expire prior to the occupancy of the building.

EFFECTIVE DATE:

This ordinance shall become effective following its passage and publication of the Ordinance or a summary of the Ordinance as provided by law.

Passed by the City Council of Frazee, Becker County, Minnesota this 24th day of November 2025.

Michael Sharp, Mayor

Attested:

Stephanie Poegel, Administrator

**CITY OF FRAZEE
MINNESOTA**

ORDINANCE NO. 181:

**SUMMARY OF
AN ORDINANCE OF THE CITY OF FRAZEE, MINNESOTA AMENDING TITLE 8, CHAPTER 1 (WATER
SYSTEM) OF THE FRAZEE CITY CODE**

The following is the official summary of Ordinance No. 181 approved and adopted by the City Council of the City of Frazee, Minnesota on the 24th day of November, 2025.

This ordinance amend the Frazee City Code to create an exemption from the connection requirements of TITLE 8, CHAPTER 1 (WATER SYSTEM) based upon specified criteria.

A complete copy of this Ordinance 181 is available for inspection at the office of the City of Frazee, Minnesota

Approved by the City Council of Frazee, Becker County, Minnesota this 24th day of November 2025.

By: _____
Michael Sharp, Mayor

Attested:

Stephanie Poegel, Administrator

Contract for Project Engineer Services

RE: **Trail from CSAH 29 to Wannigan Park in Frazee, MN**
Referred to hereafter as the "Project."

This Agreement is made on the 12th day of November, 2025, between the City of Frazee, Minnesota, a Minnesota home rule charter city (hereinafter "City"), whose business address is 222 West Main Avenue, P.O. Box 387, Frazee, MN 56544, and Ulteig Engineers, Inc., a North Dakota Corporation (hereinafter "Consultant") whose business address is 1345 Hwy. 10 West, Detroit Lakes, MN. Consultant is or employs Professional Engineers licensed in the State of Minnesota. City and Consultant may hereafter be referred to collectively as the "Parties."

Preliminary Statement

The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for the above referenced **Project**, also referred to as the "**Work**." In consideration of the following terms, conditions and mutual promises, the **City and Consultant agree as follows:**

1. **Scope of Work.** Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Project. If the Consultant's proposal is attached as the **Exhibit "A,"** City reserves the right to reject any general conditions in such proposal. Services not shown on Exhibit "A" shall be considered additional services and that should not be provided and shall not be compensated without further agreement of the parties.
2. **Term.** The term of this Agreement shall be the Time for Performance of Services as set forth in Exhibit "A," the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Time for Performance of Services.** The Consultant must complete performance of the Work by the time period set forth in Exhibit "A" or within such other time period as may be agreed by the City and the Consultant in writing. If Consultant is delayed in performance due to any cause beyond its reasonable control, such as strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance will be extended by the period of time lost by reason of the delay.
4. **Compensation for Services.** City agrees to pay the Consultant for the Work in the manner described in Exhibit "A", attached and made a part of this Agreement.
 - A. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

B. Special consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City. All terms and conditions of this Agreement also apply to all special consultants, including but not limited to the terms and conditions relating to the ownership of documents. Unless otherwise authorized in writing by the City, prior to selection of any special consultant, the Consultant shall obtain at least two quotes relating to special consultant services for review and approval by the City.

5. **Terms and Conditions.** This Contract is subject to, includes and incorporates all the terms and conditions set forth in the current City of Frazee, Minnesota Standard Terms and Conditions Project Contracts for Engineering Services (September 2015) which shall apply as if fully set forth herein. These Standard Terms and Conditions shall take precedence over any provisions of the Consultants proposal and/or general conditions, including proposals and/or general conditions. Consultant agrees that all subcontracts for special consultants and all project contracts with project contractors shall incorporate these Standard Terms and Conditions with reference to engineering services. By your signature below you agree and consent to such Standard Terms and Conditions and acknowledge that you understand and agree that such Standard Terms and Conditions are part of this Contract.

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, said Consultant and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

CITY OF FRAZEE

Mayor

City Administrator

Ulteig Engineers, Inc.



Consultant

By: Chris Thorson, PE

Its: Principal Engineer - Civil

EXHIBIT NO. A
SCOPE OF SERVICES
11/12/2025

Project Location: Trail from CSAH 29 to Wannigan Park in Frazee, MN

Project Description: Shared-use Trail

Term for Performance of Services: The term for performance of services will end two calendar years from the date of execution.

I. SCOPE OF SERVICES

1.0 General

1.01 Ulteig will serve as the Owner's professional engineering representative and give consultation and advice to Owner while performing this Scope of Services (and any Additional Services) on the Project.

2.0 Basic Services

2.01 Design Phase

2.021 Upon written notice from Owner to proceed, prepare (a) detailed drawing and plans which show the character and scope of the work to complete the Project (the "Drawings"), (b) instructions to bidders, (c) general conditions, (d) special conditions, and (e) technical provisions (the "Specifications").

2.022 Provide an updated cost estimate for the Project based on the completed Drawings and Specifications and advise Owner of any changes from the Preliminary Cost Estimate.

2.023 To the extent that Project design criteria require governmental approval, assist Owner prepare its submission(s) to request such approval.

2.024 Provide Owner up to five (5) copies of the Drawings and Specifications.

2.02 Bidding Phase

2.031 Upon written notice from Owner to proceed, prepare (a) proposal forms, and (b) notice to bidders and (c) draft contract between owner and contractor.

2.032 Assist Owner obtain and evaluate contractor bids / negotiate contractor proposal on the Project.

2.033 Assist Owner prepare final contract between owner and contractor.

3.0 Construction Phase

3.01 Upon award of the construction contract on the Project by Owner, Ulteig shall have the authority to act on behalf of Owner and shall issue all of Owner's instructions to contractor.

3.02 Provide periodic construction observation on the Project.

3.03 Review necessary shop and working drawings furnished by contractors.

3.04 Interpret, where necessary, the intent of the Drawings and Specifications.

3.05 Staking out work.

3.06 Review and approve contractor's estimates of progress.

3.07 Review and approve final payments to contractor.

3.08 Conduct a final inspection of all construction and issue a written certification of final inspection to Owner.

4.0 Resident Project Representative

- 4.01 Ulteig shall furnish Owner a Resident Project Representative (RPR), assistant or other field staff to observe, on a full time basis, the progress and quality of contractor's work on the Project.
- 4.02 The duties and responsibilities of the RPR are limited to those expressly set forth in the Agreement, and those described below:
 - 4.021 Conduct routine on-site observations of contractor's work to determine if the work is proceeding in accordance with the contract documents.
 - 4.022 Inform Engineer whenever RPR believes that contractor's work will not produce a completed project that conforms to the contract documents or will prejudice the integrity of the design concept of the completed project as a functioning whole; or has been damaged; or does not meet the requirements of any observation, test, or approval required to be made.
 - 4.023 Maintain orderly correspondence and project related document files produced or received by RPR.
 - 4.024 Prepare a daily report or keep a diary or log book, recording items such as: contractor's hours on the jobsite, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations.
 - 4.025 Report immediately to Engineer any site accidents, hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.
 - 4.026 Furnish Engineer periodic reports detailing contractor's progress and compliance with the progress schedule.
 - 4.027 Upon completion of construction, furnish original set of all RPR project documentation to Engineer.
- 4.03 In addition to the limitations set forth herein and in the Agreement, the RPR shall not authorize any deviation from the contract documents or substitution of materials or equipment (including "or equal" items) unless expressly authorized by Engineer.

II. ADDITIONAL SERVICES

1.0 General

- 1.01 If authorized by the Owner, Ulteig will furnish or obtain from others Additional Services. Owner shall pay Ulteig for Additional Services as provided for in this Work Order. Additional Services include, but are not limited to:
 - 1.011 Preparation of applications and supporting documents for governmental grants, loans, or advances in connection with public works projects.
 - 1.012 Additional Services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.
 - 1.013 Revising previously approved Reports, Design documents, Drawings, or Specifications.
 - 1.014 Preparing documents for alternate bids requested by the Owner for work which is not bid.
 - 1.015 Preparing Environmental Studies and documents such as an Environmental Assessment.
 - 1.016 Preparing of applications and documents for obtaining Watershed District permits.
 - 1.017 Additional Services in connection with providing legal surveys, easements, and wetland delineation.
 - 1.018 Conducting an on-site visit of the Project prior to expiration of the construction warranty period and reporting observed discrepancies under warranties provided by the construction contract.

- 1.019 Extensive assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.
- 1.020 Additional Services and costs necessitated by out-of-town travel required of Ulteig other than visits to the Project.
- 1.021 Additional Services in connection with the Project including services normally furnished by the Owner and services not otherwise provided for in this Agreement.
- 1.022 Preparing to serve and serving as an expert witness for the Owner in any litigation or other proceeding involving the Project.
- 1.023 Preparation of assessment rolls for projects financed wholly or in part by the levying of special assessments against benefited parcels of land.
- 1.24 Completion of record drawings for Project.

III. SERVICES COMPENSATION AND METHOD OF PAYMENT

1.0 Basic Services - Hourly not to Exceed

- 1.01 Client shall pay Ulteig for time worked on Basic Services on an hourly not to exceed basis (\$37,000.00) in accordance with Ulteig's current hourly rate schedule.
- 1.02 Ulteig's hourly rates are subject to annual increase, usually in January. Rates may also be affected by factors including, but not limited to, unusual time constraints or aggressive deadlines.

2.0 Construction, Resident Project Representative, Wage Compliance, and Additional Services - Hourly

- 2.01 For Construction Phase, Resident Project Representative, Wage Compliance, and Additional Services, Owner shall pay Ulteig on an hourly basis per Ulteig's current rate schedule.
- 2.02 Ulteig's hourly rates are subject to annual increase, usually in January. Rates may also be affected by factors including, but not limited to, unusual time constraints or aggressive deadlines.

3.0 Reimbursable Expenses

- 3.01 Disbursements for certain items, such as travel expenses, consultant's fees, field office expenses, resident project representative's subsistence and transportation, GPS equipment, long distance calls, facsimile service, photocopying and computerized research are usually advanced by us and will be billed separately in accordance with Ulteig's current hourly rate schedule.

IV. PAYMENTS TO ULTEIG

1.0 Basic Services

- 1.01 Progress payments shall be made in proportion to services performed and shall be made monthly upon the presentation of Ulteig's detailed statement.

2.0 Construction Phase Services, Resident Project Representative, Additional Services, and Reimbursable Expenses

- 2.01 Payments for Construction Phase Services, Resident Project Representative, Additional Services, and Reimbursable Expenses shall be made monthly upon presentation of Ulteig's detailed statement

City of Frazee, Minnesota
Standard Terms and Conditions
Project Contracts for Engineering Services

(Adopted September 2015)

These Standard Terms and Conditions are the terms and conditions that are incorporated into all Contracts and Agreements between the City of Frazee, Minnesota (hereinafter "City") and Project Engineers, hereinafter referred to as "Consultant."

By contracting, the Project Engineer agrees to be bound by these terms, conditions and requirements unless otherwise stated in writing.

1. **City's Rights.** The City reserves the right to cancel any Agreement and Contract without penalty, if circumstances arise which prevent the City from completing the Project.

2. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - A. **Access to the Area.** Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.

 - B. **Consideration of the Consultant's Work.** The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.

 - C. **Access to Information.** City agrees to provide Consultant with any and all documents and other technical information which are available to the City and which relate to the Services provided that the City is legally entitled to provide to the Consultant. The Consultant may reasonably rely on the information provided by or through the City.

 - D. **Owner's Representative.** A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement. Unless otherwise specified in writing, the City Administrator or their designee shall be the representative of the City of Frazee.

3. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:

A. **Progress Payment.** For work compensated on a lump sum or flat fee basis Consultant shall itemize in each monthly invoice the percentage of work completed for which payment is requested. For work compensated on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in the Agreement, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.

B. **Suspended Work.** If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such suspension

C. **Payments for Special Consultants.** The Consultant shall be reimbursed for the work of special consultants and for other items when authorized in writing by the City upon invoice as described in this Section.

D. **Claims.** To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

4. **Project Manager and Staffing.** The Consultant shall designate a person to serve as Consultant's Project Manager on the Project. The Project Manager may be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace these designated staff from the Project without the approval of the City.

If the Scope of the Work contemplates that Consultant shall provide resident project representative services in connection with the construction of the Project, the Consultant shall at all times verify that the construction is consistent with the plans and specifications and all modifications to the plans and specifications for the Project. The Consultant shall approve all shop drawings and verify that those shop drawings are consistent with the plans and specifications and all modifications to the plans and specifications for the Project.

5. **Standard of Care.** Consultant shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall be liable to the fullest extent permitted under applicable law,

without limitation, for any and all injuries, loss, damages or expenses, including reasonable attorney's fees proximately caused by any negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement. Consultant shall use reasonable care and shall utilize Consultant's good faith best efforts so that any final estimate of Project costs given to the City Council prior to the Council's authorization to call for Project bids shall be complete and accurate to the best of Consultant's ability. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.

6. ***Audit Disclosure.*** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City, its designated Auditor and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.

7. ***Minnesota Government Data Practices Act.*** Consultant and any Special Consultant or subconsultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant or any Special Consultant or subconsultant pursuant to this Agreement. The Consultant and any Special Consultant or subconsultant are subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Consultant or any Special Consultant or subconsultant receives a request to release data, the Consultant must immediately notify the City. The City will give the Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold the City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers,' agents,' partners,' employees,' volunteers,' assignees' Special Consultant, subconsultant or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

8. ***Termination.*** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, the

Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City is determined and the City may retain another Consultant to undertake or complete the Project and Work. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute.

9. ***Subcontractor.*** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. All terms and conditions of this Agreement also apply to all Special Consultants, including but not limited to the terms and conditions of **paragraph numbered 19** relating to the ownership of documents. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. This paragraph is inserted in this Agreement pursuant to Minn. Stat. §471.425, Subd. 4a

10. ***Independent Consultant.*** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

11. ***Non-Discrimination.*** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act,

Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

12. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.

14. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

15. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

17. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to a negligent or otherwise wrongful act or omission (including without limitation professional errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the negligent or otherwise wrongful act, omission or failure of said Consultant fully to perform, in any respect, all obligations under this Agreement. Consultant further agrees to indemnify the City for defense costs incurred in defending any claims, unless the City is determined to be at fault.

18. **Insurance.**

A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in

this Section, or required by law. The general liability policy shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation:

Statutory Limits

Employer's Liability:

\$500,000 each accident

\$500,000 disease policy limit

\$500,000 disease each employee

Comprehensive General Liability

\$1,500,000 property damage and bodily injury per occurrence

\$2,000,000 general aggregate

\$2,000,000 Products – Completed Operations Aggregate

\$100,000 fire legal liability each occurrence

\$5,000 medical expense

Comprehensive Automobile Liability

\$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owned vehicles.

Umbrella or Excess Liability

\$1,000,000

C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).

Products and Completed Operations coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work. Said coverage shall apply to bodily injury and property damage arising out of the products-completed operations hazard.

Personal injury with Employment Exclusion (if any) deleted.

Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.

Broad Form Property Damage coverage, including completed operations, or its equivalent.

Additional Insured Endorsement(s), naming the "City of Frazee" as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by the City.

If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

“Stop gap” coverage for work in those states where Workers’ Compensation insurance is provided through a state fund if Employer’s liability coverage is not available.

Severability of Insureds provision.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City. Said policy shall provide an aggregate limit of \$2,000,000.

E. Computer Security and Privacy Liability Insurance. The Consultant agrees to provide to the City a certificate evidence that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a Computer Security and Privacy Liability policy for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Contractor, its employees or Sub-contractors and 2) penetration of the Contractor’s electronic data network, “firewall” or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Contractor commences work, whichever is earlier.

F. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:

All policies, except the Professional Liability Insurance policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);

All policies, except the Professional Liability Insurance policy, shall apply on a “per project” basis;

All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of subrogation naming “the City of Frazee”;

All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Frazee" as an additional insured;

All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and

Coverages afforded by all policies shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the City.

A copy of the Consultant's Certificate of Insurance which evidences the compliance with this Paragraph 18 must be filed with City prior to the start of Consultant's Work. Upon request a copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable shall be provided. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

G. Effect of Consultant's Failure to Provide Insurance. If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run. If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or

Consultant will take the action required by the City within fifteen (15) days of receiving notice from the City.

H. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The Consultant shall control any special or unusual hazards and be responsible for any damages that result

from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage.

19. ***Ownership of Documents.***

A. **Intellectual Property Rights.** Upon completion of the services contemplated by this Agreement and payment in full of all monies due to the Consultant, the City owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Consultant, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Consultant, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the exclusive property of City and Consultant must immediately deliver or return all such Documents to City upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Consultant assigns all right, title and interest it may have in the Works and the Documents to City. Consultant must, at the request of City, execute all papers and perform all other acts necessary to transfer or record City's ownership interest in the Works and Documents.

B. **Notification.** Whenever Consultant reasonably believes it, or its employees or subcontractors, has made an invention, improvement or discovery (whether or not patentable) in the performance of this Agreement, and has or will actually or constructively reduce it to practice, Consultant will immediately give City's Authorized Representative written notice thereof and must promptly furnish City's Authorized Representative with complete information and/or disclosure thereon.

C. **Representation.** Consultant must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents created and paid for under this Agreement are the sole property of City and that neither Consultant nor its employees, agents or subcontractors retain any interest in and to the Works and Documents created and paid for under this Agreement, except that Consultant need not obtain patents, copyrights or trademarks. Consultant represents that the Works and Documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant is granted an unlimited royalty free non-exclusive license to utilize the Works and Documents created and paid for under this Agreement. Consultant will indemnify; defend to the extent permitted by the City's Attorney; and hold harmless City, at

Consultant's expense, from any action or claim brought against City to the extent that it is based on a claim that all or part of the Works or Documents created and paid for under this Agreement infringe upon the intellectual property rights of others. Consultant will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including but not limited to reasonable attorney fees. If such a claim or action arises, or in Consultant's or City's opinion is likely to arise, Consultant must, at City's discretion, either procure for City the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents created and paid for under this Agreement as necessary and appropriate to obviate the infringement claim. This remedy of City will be in addition to and not exclusive of other remedies provided by law.

D. City's Reuse of Works and Documents. If the Works and Documents created and paid for under this Agreement are engineering plans, specifications or recommendations requiring the certification of a licensed professional engineer, City acknowledges that such plans, specifications and recommendations have been created solely for the specific project covered by this Agreement and may not be suitable for reuse on other projects. There shall be no restriction on reuse of the Works and Documents created and paid for under this Agreement, but reuse without the written verification or adaptation by Consultant shall be done at City's sole risk and without liability to Consultant. The City agrees to indemnify and hold harmless the Consultant, its officers, directors and employees against any damages, liabilities, costs, including reasonable attorney fees and defense costs arising from the reuse or modification of the Works or Documents by the City or any person or entity that acquires the Works or Documents from and with the knowledge and consent of the City, other than the Consultant and any subcontractor of the Consultant.

E. Delivery of Documents. The originals of electronic and non-electronic deliverables required under this Agreement must be relinquished to City upon written notification or request by City.

20. **Disputes.** In an effort to resolve any conflicts that arise during or following the completion of the services described in this Agreement, the dispute will first be submitted to non-binding mediation unless the parties mutually agree otherwise. The cost of mediation will be shared equally by the parties. If either party does not agree with the outcome of the mediation, the parties can then otherwise exercise their rights under this Agreement and under law. Unless otherwise specifically agreed or provided herein, the prevailing party in any action regarding this Agreement shall be entitled to their costs, disbursements and reasonable attorney fees as provided by law.

21. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota. Jurisdiction and Venue for any disputes shall be in the District Courts of the State of Minnesota in Becker County, Minnesota.


22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision

renders the Agreement void. Any Federal regulations and applicable State statutes shall not be violated.

23. *Successors and Assigns.* This Agreement is binding upon the successors and assigns of the parties.

End of Document

Adopted by Resolution of the City Council of the City of Frazee, Minnesota this 14th day of September, 2015.



Hank Ludtke, Mayor

Attest:



Jonathan Smith, City Administrator/Clerk/Treasurer

DECLARATION OF RESTRICTIVE COVENANT FOR TOWN LAKE BEACH

This Restrictive Covenant is made by the City of Frazee ("CITY"), a municipal corporation under the law of the State of Minnesota ("STATE"),

WHEREAS, the CITY is the owner of the following tract of land, legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the CITY has received an Outdoor Recreation grant award from the DNR;

WHEREAS, the CITY and the STATE have entered into a Grant Contract – OR22-010, Town Lake Park;

WHEREAS, the Grant Contract requires the STATE to provide the CITY with a grant not to exceed \$250,000;

WHEREAS, the Grant is for the purpose to construct a project entitled "Town Lake Beach House" upon that certain tract of land legally described as set forth in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the Grant requires that the CITY place a *restrictive* covenant on the tract described in Exhibit A, which restrictive covenant shall provide as follows:

1. The property shall be permanently managed and maintained for public outdoor recreational use.
2. The CITY shall not, at any time, convert any portion of the park area to uses other than public outdoor recreational use without the prior written approval of the STATE acting through its Commissioner of Natural Resources.

WHEREAS, the CITY wishes to accept the Grant and place the restrictive covenant on the land set forth in Exhibit A.

NOW, THEREFORE, in consideration of the grant funds paid to the CITY as set forth in the said Grant Contract, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

EXHIBIT A

Instrument Number 188497 Deed Record No. 141 Filed on April 13, 1950 at the Becker County Courthouse in Book Number 141 Page 462

Lot Fourteen (14), in Block One (1), of Frazee's Third Addition to the Original Townsite of Frazee, Minnesota

