



CITY COUNCIL MEETING AGENDA

January 9, 2023 ~ 6:00 p.m.

Frazee Fire Hall

[ZOOM Link](#)

Oath of Offices

Mark Flemmer – Mayor (2023-2026)

Andrea Froeber – Councilwoman & James Rader – Councilman(2023-2026)

Public Hearing

On the application for an interim use to operate an interior remodeling business out of an existing accessory structure (i.e. shop) for a period of up to three (3) years at the property located at 500 Juniper Ave E., Frazee, MN 56544. This property is zoned Single and Two-Family Residential (R-1).

Regular Meeting

1. Call the Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Open Forum
5. Consent Agenda
 - a. [Meeting Minutes](#)
 - b. [Resolution 0109-23C A Resolution Expressing Acceptance of and Appreciation for the Donation of \\$1,500](#)
 - c. [Letter of Support for Wannigan Regional Park – Border Planting Phase I](#)
 - d. [Frazee Trap Team Booster Club Application for Lawful Gambling Exempt Permit](#)
 - e. [Administrator Report](#)
6. New Business
 - a. [Resolution 0109-23A Resolution Declaring a Vacancy & Appointing a Council Member](#)
 - b. [Resolution 0109-23B 2023 Organizational Resolution](#)
 - c. [City Assessor Request](#)
 - d. [Becker County Museum Donation Request](#)
 - e. Interim Use Permit Request
 - f. [Audit Engagement Letter](#)
7. Old Business
 - a. Quiet Zone
 - i. [Tough Curb Quote](#)

b. [Resolution 0109-23D 2023 Fee Schedule](#)

8. Adjournment

Upcoming Meeting Dates

COMMITTEES

Planning & Zoning – January 11 @ 4PM

Personnel & Finance – January 18 @ 4PM

EDA – January 31 @ 4PM

Parks & Rec – February 1 @ 4PM

Public Safety – February 1 @ 4PM

COUNCIL

January 25, 2023 @ 6PM

February 13, 2023 @ 6PM

February 22, 2023 @ 6PM

CONSENT AGENDA

Meeting Minutes – December 19

1. Call the Meeting to Order
 - a. Meeting called to order by Mayor Ken Miosek at 6:00 pm at the Frazee Fire Hall.
2. Roll Call
 - a. Members Present: Mark Flemmer, Mark Kemper, Ken Miosek, Mike Sharp, Nicole Strand
 - b. Members Absent: None
 - c. Staff: Jason Kropuenske, Scott Luhman, Adam Walker, Stephanie Poegel
 - d. Contracted Services: Kris Carlson – Ulteig; Tom Winters – Ramstad, Skoyles & Winters P.A.
 - e. Guests: Andrea Froeber, Jim Froeber, Hank Ludke, Ashley Renollet, Doug Anselmin, Chris Burton
3. Pledge of Allegiance
4. Open Forum
 - a. Hank Ludke provided an update on the Heartland Trail and asked if the Council would contribute towards the expenses for his lobbying.
5. Consent Agenda
 - a. Meeting Minutes: Special 11-18-2022; Regular 11-21-22; Meeting of the Whole 12-7-22
 - b. Approval of November Checks
 - c. Approval of Claims
 - d. Sportsman’s Club Gambling Permit
 - e. Resolution 1219-22B Expressing Acceptance of and Appreciation for Fire Department Donations
 - f. Resolution 1219-22C Approving a Grant Application to the Legislative Commission on Minnesota Resources (LCCMR) Environmental and Natural Resources Trust Fund for Development of Wannigan Regional Park

- g. OtterTail Power Easement Approval
- h. Resolution 1219-22D Approving City Election Results for the 2022 Election
- i. Resolution 1219-22E Appointing a Responsible Authority and Assigning Duties
- j. Resolution 1219-22F Appointing of Treasurer Duties to Stephanie Poegel
- k. Resolution 1219-22G Approving Fee Schedule for Year 2023
- l. Resolution 1219-22H Designating Polling Place for the City of Frazee for 2023
- m. Administrator/Clerk/Treasurer Report

M/S/C: Strand/Flemmer to approve consent agenda as presented.

Regular meeting recessed at 6:07 PM to hold public hearings.

**PUBLIC HEARING ON PROPOSED ORDINANCE NO. 164:
AN ORDINANCE AMENDING PORTIONS OF CHAPTERS 2, 4, AND 5 OF THE
FRAZEE CITY CODE**

Public Hearing opened at 6:07 pm.

No public comments on Ordinance 164.

Public Hearing closed at 6:07 pm.

Public Hearing Truth in Taxation

Public Hearing opened at 6:07 PM for Truth in Taxation.

Questions on final levy amount compared to preliminary levy amount and the percentage differences.

Public Hearing closed at 6:10 pm.

Regular meeting reconvened at 6:10 pm.

6. New Business

- a. Ordinance 164 Amending Title 10 of the Frazee City Code

M/S/C: Sharp/Strand to approve Ordinance 164.

- b. Resolution 1219-22A Accepting the 2023 Tax Levy

M/S/C: Strand/Kemper to approve Resolution 1219-22A as presented

- c. Partnership for Health Trail Study – Patrick Hollister

- i. Hollister presented information regarding a grant for study to connect the Heartland Trail to Wannigan Park.

Strand left meeting at 6:15 pm.

M/S/C: Sharp/Flemmer to authorize City Administrator to execute agreement between PartnerSHIP4Health and the City of Frazee for a trail study to connect Wannigan Park to the Heartland Trail.

- d. Resolution 2019-22I Approving in Increase in the Frazee Fire Department Relief Association Pension Benefit from \$1,900 Per Year of Service to \$2,100 Per Year of Service

M/S/C: Kemper/Flemmer to approve Resolution 2019-22I Approving in Increase in the Frazee Fire Department Relief Association Pension Benefit from \$1,900 Per Year of Service to \$2,100 Per Year of Service.

- e. 2023 Fire Officers

M/S/C: Sharp/Kemper to approve 2023 fire officers as Chief Nathan Matejka, Assistant Fire Chief Adm Walker, and Deputy Fire Chief Jason Kropuenske

- f. Wannigan Park MOU

M/S/C: Sharp/Kemper to approve MOU and authorize Mayor to sign MOU between the FCDC and the City of Frazee.

7. Old Business

- a. Quiet Zone update from Kemp regarding the railroad approving the system that MNDOT is good with. Signage will need to be purchased and installed.
- b. Street lighting update from Miosek regarding his and Stephenson's meeting with MNDOT on getting the lights working properly.

8. Administrator Report

M/S/C: Flemmer/Kemper to approve bills for December as presented.

9. Meeting Dates

- a. Flemmer requested to have next meeting on January 9, 2023, due to the holiday on January 16, 2023. Plan going forward is to have two regular meetings per month; one on the 2nd Monday, and one on the 4th Wednesday. The meeting on the 4th Wednesday will be similar to the Council of the Whole Meeting.

Adjournment

M/S/C: Kemper/Sharp to adjourn at 6:41 pm.

CONSENT AGENDA

Resolution 0109-23C A Resolution Expressing Acceptance of and Appreciation for the Donation of \$1,500

WHEREAS; Parks are an important and beautiful addition to the City of Frazee,

WHEREAS; Michael and Michelle Sharp, have donated \$1,500.00

WHEREAS; It is the desire of the Sharp Family to use these funds for the City Parks in whatever capacity the City deems necessary,

WHEREAS; the City Council is appreciative of this donation and commends Michael and Michelle Sharp, for their civic efforts,

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

1. that the donation is accepted and acknowledged with gratitude.
2. that the donation will be used for the beautification of city parks.

Adopted this 9th of January, 2023 by the City Council of Frazee.

CONSENT AGENDA

Letter of Support for Wannigan Regional Park – Border Planting Phase I January 9, 2023

Re: Wannigan Regional Park – Border Planting Phase I - Remove noxious weeds and restore native plant species along the northwestern boundary of the park.

To Whom It May Concern:

The City of Frazee supports the grant application “Wannigan Regional Park – Border Planting Phase I”, under project management by Becker County Soil & Water Conservation District. The

benefits of the border planting include: 1) to create a visual screening 2) to provide a natural look and natural benefits for the neighbors 3) to provide a wind break for inside the park, and 4) to restore and provide a native plant habitat for birds and wildlife. The project will include a community wide planting day. This project will be an ideal opportunity for the City, due to its location along the park border area, and will provide the Frazee area a display of sustainable landscape management on what is currently agricultural land. We will support this project in coordination with Frazee Community Development.

Thank you for your consideration.
 Mark Flemmer
 Mayor

CONSENT AGENDA

Frazee Trap Team Booster Club Application for Lawful Gambling Exempt Permit

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/22

Page 1 of 4

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

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

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

Application Fee (non-refundable)
 Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
 Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Frazee Trap Team Booster Club Previous G Permit Nu _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 50446 Wymer Lake Loop

City: Frazee State: MN Zip: 56544 County: Ottertail

Name of Chief Executive Officer (CEO): Tim Roble

CEO Daytime Phone: 218-849-7876 CEO Email: tcroble@yahoo.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. The charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Frazee Event Center

Physical Address (do not use P.O. box): 114 N Lake St

Check one:
 City: Frazee Zip: 56544 County: Becker
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 2/25/23

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

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

CONSENT AGENDA

Administrator/Clerk/Treasurer Report

1. Banyon Goals
 - a. Payroll – by January 1, 2023 – It’s up and running!!!! We’re moving on to Utility Billing and getting that going by mid-year.
 - b. Utility Billing – by June-July 1, 2023
 - c. Fund Accounting – By January 1, 2024
 - d. I will be looking into modules for timecard and POS to determine if these are cost effective for us.
2. Payroll Schedule: These are the dates that Council will be paid for 2023. To ensure taxes are taken you, you may want to talk with your tax professional to determine any additional amounts to withhold each check. Most checks may be too small to have any taxes taken out.
 - a. January 16, 2023
 - b. February 27, 2023
 - c. March 27, 2023
 - d. April 24, 2023
 - e. May 22, 2023
 - f. June 19, 2023
 - g. July 24, 2023
 - h. August 21, 2023
 - i. September 25, 2023
 - j. October 23, 2023
 - k. November 20, 2023
 - l. December 26, 2023

Also – any changes to council salaries do not take effect until AFTER the next election when changes were made. They also need to be made by amending an ordinance. The current ordinance states:

1-5-1: COMPENSATION OF MAYOR AND COUNCIL MEMBERS:

The salary of the city council members is one thousand eight hundred dollars (\$1,800.00) per year, and the salary of the mayor is three thousand four hundred dollars (\$3,400.00) per year. The city council and mayor will be compensated fifty dollars (\$50.00) for each special meeting. (Ord. 140, 10-13-2008)

This is not what you have been getting paid. This will need to be discussed further with our attorney as to how to proceed.

3. Bylaw Changes
 - a. I am looking for the original copies of the bylaws to make changes. I anticipate having more information on this for our January 25 meeting.
4. 2nd Meeting Question/Suggestion
 - a. As the second meeting for the month is more geared towards staff reports and discussion, would it work to have this meeting at 4pm? This would allow for staff to not have to come in for overtime/comp time and the meeting could be held at the Fire Hall as it would be anticipated that it would be done prior to their meetings.

NEW BUSINESS

Resolution 0109-23A – Declaring a Vacancy & Appointing A Council Member

WHEREAS; Mark Flemmer was elected to the position of Council Member for the term of 2021-2024 in the 2020 election; and,

WHEREAS; In the 2022 election Mark Flemmer was elected to the position of Mayor for the term of 2023-2026; and,

WHEREAS: Elected Officials are only allowed to serve one position on a City Council at a time;

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

1. that the two office Mark Flemmer has been elected to are deemed incompatible
2. that Mark Flemmer vacates the position of Council Member effective on 01/09/2023 by taking the oath of Mayor
3. that an open position exists on the City Council for a Council Member for the remainder of the 2021-2024 term
4. that Mayor Mark Flemmer recommends Nicole Strand to the vacated position
5. that the City Council declares that Nicole Strand, who is eligible for election to this office, shall be appointed to said office until the end of said term.

Adopted this 9th of January, 2023 by the City Council of Frazee.

NEW BUSINESS

Resolution 0109-23B 2023 Organization Resolution

WHEREAS, the Rules for the Organization and Procedure of the City Council of Frazee, as well as Minnesota Statute Chapter 412 and 427, require certain action by the City Council at the annual organizational council meeting in January;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Frazee, County of Becker, Minnesota, that it hereby approves the following designations for the year 2023:

Meetings: Regular meetings of the Frazee City Council shall be held on the ~~Third~~ (Date amended at the 1-11-2021 Council meeting) Second Monday of every month at 6:00 p.m., and the Fourth Wednesday of every month at 6:00 p.m. All meetings, including special and adjourned meetings; except the Fourth Wednesday meeting, shall be held at the meeting room in the Fire Hall, unless the City Council decided otherwise at a prior meeting. The Fourth Wednesday meeting shall be held at the Event Center.

Rules and Procedure: The official “Rules for the Organization and Procedure for the City Council” are hereby approved and attached to this resolution.

Official Newspaper: The official newspaper for the City of Frazee shall be the **Frazee-Vergas Forum**, whose main publication is located in Frazee, Minnesota.

Official City Depositories of City Funds: The following financial institutions shall be designated as the official city depositories: **United Community Bank** and the **4M Fund**.

Vice Mayor: In the absence of the Mayor, the Vice Mayor for the Frazee City Council shall be Mike Sharp.

Council Committees 2023: Council Members shall serve as representatives to these specific departments/committees:

Liquor Store Committee: **Mark Flemmer** and _____

Parks & Recreation: **Mike Sharp** and **Andrea Froeber**

Personnel & Finance Committee - **Mike Sharp** and **Mark Flemmer**

Public Safety Committee: **Mark Flemmer** and _____

Employee Safety Committee: **Mark Flemmer** and _____

Planning & Zoning: **Mike Sharp** and **Andrea Froeber**

Economic Development Authority: **Mark Flemmer** and **James Rader**

Council Member Liaisons: Council Members shall serve as liaisons to these specific groups/organizations:

Frazee Area Action Fund: **James Rader**

Frazee-Burlington-Silver Leaf Joint Powers Board: **James Rader** and **Larry Stephenson**

Lakeside Cemetery Liaison: **James Rader**

Lakes Area Regional Library:

Frazee School District: **James Rader**

Planning Commission: The Frazee City staff appointed by the City Council to the Planning Commission shall be **Andrea Froeber** and **Mike Sharp**. Other Planning Commission members with an annual appointment date of 01/09/2023 are:

Eric Anderson Brad Solberg
Tyler Trieglaff

Economic Development Authority Members: The Frazee City Council members appointed by the City Council to the Economic Development Authority shall be **Mark Flemmer** and **James Rader**. Other Economic Development Authority members are:

Ted Anderson	<i>Term Expires 1/1/2024</i>
Ashley Renollet	<i>Term Expires 1/1/2024</i>
Jon Olson	<i>Term Expires 1/1/2025</i>
Heath Peterson	<i>Term Expires 1/1/2025</i>
Hank Ludtke	<i>Term Expires 1/1/2025</i>

EDA - CEDA Contracted Representative – Don Lorsung

EDA – MHP Advisor – Jill Hendricksen

Legal Advisors: The firm of **Ramstad, Skoyles, & Winters P.A.** shall be retained as the law firm responsible for legal services and advice, with Tom Winters as the primary City Attorney and Karen Skoyles as the primary prosecuting attorney.

Audit Services: The Frazee City Council hereby retains **Hoffman, Phillip, & Knutson** as the firm to audit the financial records of the City of Frazee.

Engineering Services: The Frazee City Council hereby retains **Ulteig Engineering** as the engineering firm responsible for civil engineering services and advice, with Kris Carlson as the primary contact.

Assessing Services: The Frazee City Council hereby appoints **Becker County Assessor Lisa Will** as the responsible agent for property assessing for tax valuation purposes for the City of Frazee.

Building Official: The Frazee City Council hereby appoints **Jon Stewart** as the responsible agent for building inspections/rental inspections and code compliance for the City of Frazee.

Zoning Administrator: The Frazee City Council hereby appoints **City Administrator** as the Zoning Administrator for the City of Frazee.

Assistant Weed Inspector: The Frazee City Council hereby appoints **Public Works Superintendent Larry Stephenson** as the Assistant Weed Inspector (the mayor is the city weed inspector).

NEW BUSINESS

[City Assessor Request](#)

INDEPENDENT CONTRACTOR AGREEMENT

The agreement is hereby entered into on this 1st day of January 2023, by and between the City of Frazee a political subdivision of the County of Becker, Wesley L. Hegna, Accredited Minnesota Assessor, acting as an independent contractor.

The Becker County Assessor, who is responsible for the administration of the assessment, can verify that the contractors have the legal qualifications to perform the assessment for the Township and will administer an oath of office as required by MS 273.05 Subd. 2.

The purpose of this agreement is to establish a relationship between the City and the contractors to perform the duties of the City of Frazee Assessor. Wesley L. Hegna is an independent contractor, not an employee of the City, and shall not be considered as such in any manner or for any purpose.

The contractors shall maintain the required Accredited Minnesota Assessor license. The contractor will provide a copy of their license and a certificate of liability insurance in the amount of \$2,000,000 to the City for each year of contracted services.

Pursuant to MS 273.065 the completed assessment records shall be delivered to the County Assessor on or before February 1, of each contracted year.

However, pursuant to MS 273.064 the County Assessor shall examine and review the assessment records any time after December 1 of each year and give notice in writing to the City of any deficiencies in the assessment procedures, as of the date of review. The contractors shall answer all questions of the Becker County Assessor's Office relating to the assessment. Assessment records not completed as of February 1st shall be subject to provisions of MS 273.065.

Contractor shall comply with all Minnesota Laws and Regulations. The assessment will be completed according to Becker County guidelines unless the City Officials have different instructions. The duties of the contractors will

include on-site inspection of at least 20% of the parcels in the City, per year, verify sizes of all structures, report specific information pertaining to the improvements, verify mobile home occupancy, check all parcels with building permits, view all properties under construction, and view any other property identified by the City Officials or County Assessor's staff in need of review. The Becker County Assessor will provide the computer entry of assessment information (MS 273.061 Subd. 7).

The contractors shall maintain absolute confidentiality of all information, records, and data that may be revealed to them to which they may be exposed during the performance of their duties. The Contractors agree to be bound by the Data Privacy Act of the State of Minnesota.

As compensation for the complete assessment, referenced above, the Contractors shall receive the sum of Nine Thousand Dollars (\$9,000). This fee will include all real, exempt, personal, and mobile home assessments. There will be no additional charges for mileage, insurance etc.

Included in the fee are any meetings required by the County Assessor and all board of equalization meetings or tax court proceedings where properties in the Township are being contested.

The fee for this contract will be paid to the Contractors at the first regular meeting of the City Council after the records have been submitted to the Becker County Assessor and the contractor submits a bill. However, no bill will be submitted prior to December 1, of each year.

This agreement shall remain in effect for a period of five years, starting with the assessment year 2023. However, this agreement shall be terminated upon 30-day notice, in writing, delivered by mail or in person, to the other party.

IN WITNESSES THEREOF, the City of Frazee and the Contractor have executed this agreement this _____ day of _____ 2023.

City Clerk

Mayor

Contractor (License Number)

NEW BUSINESS

Becker County Museum Donation Request



December 21, 2022

Dear Museum Supporters,

Words cannot express the feelings we have to think in less than 2 months, we will be opening our doors to a brand-new facility. A facility that, thanks to your support and donations was made possible. If you have previously been a museum member, you may have recently received a membership letter inviting you to renew your membership before our rates go up in the new year. As a strong supporter, we wanted to be sure to extend this invitation to you. Current membership rates will be honored to you if you sign up before Feb 1st.

As we are nearing “the end”, we are still raising funds. Supply challenges, delays, and change orders have made this an unfortunate reality. The GREAT news is we will be opening our doors in February 2023, however that looks. We need to open and get back to the business of being a museum and serving our region. Our hope is to have several displays open with only a few still in the works but if there is anything we have learned in the last few years, it is to roll with whatever hand is dealt. If you have met your pledge commitment, please consider adding another year or two to your pledge, or donate a smaller amount to help us reach that remaining \$500,000 goal. Several years of hard work by many, along with a visioning process and multiple plan revisions, have brought us to this point. I often think of the MNHS saying, “when the right plan happens it will just all fall into place.” With input and support of many, plans were revised over and over and that is EXACTLY what happened! A thought-out plan developed with our stakeholders as well as the State awarding bonding of \$1.85 million, New Market Tax Credit support and pledges from our local county and city governments, and your donation turned a dire need into reality.

If you are able to make another donation or extend your commitment, please let us know. You can contact me via email at becky@beckercountyhistory.org, include a donation with your membership form, or make a donation online at www.beckercountyhistory.org. Every dollar helps! If your original commitment remains the same, again, thank you for your support!

We appreciate you for “hanging in there” with us! We cannot wait to share our new facility with you!

Again, thank you for your ongoing support of the Becker County Historical Society and Museum.

Sincerely,

A handwritten signature in cursive script that reads "Becky Mitchell".

Becky Mitchell, Executive Director

NEW BUSINESS

Audit Engagement Letter

Colleen Hoffman, Director

Crystelle Philipp, CPA

Marit Martell, CPA



Hoffman, Philipp, & Martell, PLLC

1541 Highway 59 South Thief River Falls, MN 56701 Phone: 218-681-4078 cphilipp@hpmaudit.com

AUDIT ENGAGEMENT LETTER

January 4, 2023

Ms. Stephanie Poegel

City of Frazee Administrator/Clerk/Treasurer

PO Box 387

Frazee, Minnesota 56544

We are pleased to confirm our understanding of the services we are to provide the City of Frazee for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City of Frazee, as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), budgetary comparison schedules, Other Post-Employment (OPEB) schedules, and Public Employees Retirement Association (PERA) schedules, to supplement the City of Frazee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Auditing Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Frazee's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express

an opinion or provide any assurance. The RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Frazee's financial statements. We will subject the supplementary information, as listed in the table of contents of your financial report, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements. To accompany the financial statements, your report will also include other information including introductory and other schedules sections that will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information. If, based on the work performed, we conclude that an uncorrected material misstatement in the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental

regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of any significant inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions when deemed appropriate. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit planning, including the assessment of significant risks, is not concluded at this time. If significant risks are identified they will be communicated to those charged with governance to assist with understanding those matters and why they require special attention, and better allow those charged with governance to perform their oversight duties with regard to the financial reporting process.

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Frazee’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the Minnesota Office of the State Auditor pursuant to Minnesota Statute, § 6.65, contains seven categories of compliance to be tested: contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing. Our audit will consider all of the applicable listed categories

Other Services

We will also assist in preparing the cash to accrual journal entries, reconciliations, financial statements and related note disclosures of the City of Frazee in conformity with GAAP based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the cash to accrual journal entries, reconciliations, financial statements and related disclosures previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and related disclosures, and all accompanying information in conformity with GAAP, and for compliance with applicable laws and regulations, rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, it is management's responsibility to evaluate and monitor noncompliance with; and take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during the audit fieldwork.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and

providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the cash to accrual journal entries, reconciliations, financial statements and related disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the cash to accrual journal entries, reconciliations, financial statements and related disclosures, and that you have reviewed and approved the cash to accrual journal entries, reconciliations, financial statements and related disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. We understand that your employees will locate any documents selected by us for testing.

We will provide copies of our reports to the Frazee City Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hoffman, Philipp, & Martell, PLLC, (HPM) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HPM personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Marit Martell is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit soon, and issue our reports before June 30, 2023.

Our fee for these services will be \$9,300 for the fifth year of our five-year contract, and includes all out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Frazee City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will state that the report is not suitable for any other purpose.

In accordance with *Government Auditing Standards*, we have provided you a copy of our most recently issued external peer review report, dated January 28, 2022, for which we received a rating of *pass*.

We appreciate the opportunity to be of service to the City of Frazee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (218) 681-4078. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us.

Sincerely,

A handwritten signature in blue ink that reads "Crystelle M. Philipp, CPA". The signature is written in a cursive style.

Crystelle Philipp, CPA

Approved: This letter correctly sets forth the understanding of the City of Frazee.

OLD BUSINESS

Tough Curb Quote




4955 Stout Dr.
 San Antonio, TX 78219
 Tel: 800-738-5256
 Fax: 210-734-6448
orden@impactrecovery.com



Page: 1

Sales Quotation

Quote Number:	24238 Rev. 0	Salesperson:	TIMOTHY LANG
Description:		Email:	TLANG@IMPACTRECOVERY.COM
Quote Date:	12/19/2022	FOB:	
Expires On:	1/18/2023	Terms:	
Ship Via:		Currency:	US Dollar
Contact:		Contact E-mail:	
Bill To:		Ship To:	

#	Part No. - Description	Qty	Unit Price	Tax	Total
1	 TCSY-QY-GSA - TUFF CURB®, YELLOW, QUICK RELEASE, YELLOW/YELLOW REFLECTORS GSA ONLY	78	119.70	0.00	9,336.60
2	 MP2-36YC-DY-DY-Q - MP FLEX POST, 36", YELLOW, BLACK CAP, QUICK RELEASE TWO BANDS YELLOW DG	63	47.30	0.00	3,925.90
3	 TCEY-GSA - TUFF CURB® END CAP, YELLOW GSA ONLY	11	81.90	0.00	900.90

ALL PRICES ARE FOB, SAN ANTONIO, TX | IMAGES ARE FOR REFERENCE ONLY

*All Prices Shown in US Dollar

SEE TERMS AND CONDITIONS ON REVERSE SIDE

The undersigned Buyer accepts the foregoing offer solely on the Terms and Conditions on the reverse side which shall be the prevailing terms and conditions. IRS shall disregard any additional or different terms and conditions proposed by Buyer in any confirmatory documents issued by Buyer.

Name: _____
 Title: _____
 PO No.: _____
 Date: _____

Total Price:	14,163.40
Freight:	600.00
Estimated Tax:	0.00
Grand Total:	14,763.40

OLD BUSINESS

Resolution 0109-23D 2023 Fee Schedule

WHEREAS, the City charges appropriate fees to cover costs associated with providing services;
 WHEREAS, the Water and Sewer fees are necessary for operating and capital expenses;
 WHEREAS, a list of the fees is necessary to maintain proper charging;
 WHEREAS, The Council may deem it necessary to adjust fees during a calendar year to provide funding is adequate;
 NOW THEREFORE BE IT RESOLVED by the City Council of the City of Frazee, County of Becker, Minnesota: The attached fee schedule is adopted and will become in effect as of January 1, 2023.
 Adopted by the council this 9th day of January, 2023.

Type of License	Fee Amount
Animal Licenses (Annual) – Dog	\$10.00
Cemetery Plots	
Cost of Lot/Niche	\$650.00
Cost per Urn (Ashes)	\$125.00
Cigarette License (Annual)	\$75.00
City Services	
Snow Removal (sidewalks)	\$60.00 / hour
Salt and Sanding	Varies per service area
Mowing	\$75.00 / hour
Towing of Vehicles	\$75.00 / vehicle + impound fees
Copies	
Letter Size (8.5x11) – Black and White	\$0.20
Letter Size (8.5x11) – Color	\$0.25
Legal Size (8.5x14) – Black and White	\$0.30
Legal Size (8.5x14) – Color	\$0.40
11x17 – Black and White	\$0.40

11x17 – Color	\$0.55
Laminating	\$1.50 / page
Fax	\$1.00
Fire Calls	
All Fire Calls	
Per Call	\$500.00 (1 st Hour)
Per Hour	\$300.00 (every additional hour)
Alarms	
1 st Alarm	\$150.00
2 nd Alarm	\$500.00
Extraction	\$500.00 / person
Consumables	Costs of Item
Late Fees	10% of unpaid amount at date of invoicing
Filling Swimming Pools	\$20.00 per load and \$1.00 per mile minimum
Liquor Licenses (Annual)	
On Sale Liquor	\$1200.00
Sunday Liquor	\$150.00
Wine License	\$60.00
Club License	\$250.00
Set-ups	\$150.00
3.2 On-Sale	\$60.00
3.2 Off-Sale	\$75.00
Temporary	\$50.00
Police Reports	\$10.00
Utilities	

Water (Tax on commercial Water)	
Base Fee	\$13.24 / month
User Fee	\$20.00/ month
Residential/Multi-Units/Commercial Less Than 800 Cubic Feet	\$0.0355 / Cubic Foot
Residential/Multi-Units/Commercial More Than 800 Cubic Feet	\$0.0382 / Cubic Foot
Schools/Nursing Homes Less Than 1500 Cubic Feet	\$0.0355 / Cubic Foot
Schools/Nursing Homes More Than 1500 Cubic Feet	\$0.0382 / Cubic Foot
Sewer	
Base Fee	\$11.59 / month
Residential/Multi-Units/Commercial Less Than 800 Cubic Feet	\$0.0345 / Cubic Foot
Residential/Multi-Units/Commercial More Than 800 Cubic Feet	\$0.0371 / Cubic Foot
Schools/Nursing Homes Less Than 1500 Cubic Feet	\$0.0345 / Cubic Foot
Schools/Nursing Homes More Than 1500 Cubic Feet	\$0.0371 / Cubic Foot
Lawn Watering	
Base Fee	\$12.86 / month
Lawn Meter Rate	\$0.0350 / Cubic Foot
Storm Water	
Base Fee - Residential	\$1.25 / month
Base Fee – Commercial & Trailer Parks	\$3.25 / month
Base Fee – Churches & Industrial	\$4.25 / month
Base Fee – Schools & Nursing Homes	\$5.25 / month

Garbage (includes tax)	
Senior 35 gal.	\$12.00 / month
35 gallon	\$18.00 / month
65 gallon	\$22.00 / month
95 gallon	\$26.00 / month
Recycling fee	\$7.00 / month
Delinquent Bill Penalty	10% of the charge per month
Duplicate Bill	\$1.50 per month
Turn-On / Turn-Off	\$30.00
Delinquent Turn-On / Turn-Off	\$100.00
NSF Checks	\$35.00
Water Hook-up Assessment	\$100.00
Sewer Hook-up Assessment	\$350.00
Meter Charge	Based on current market price
Bulk Water	\$15.00 / every 1,000 gallons
Rental Registration (Annual)	\$45.00
Re-Inspection Costs	\$55.00 / inspection
Re-Instatement Rental Fee	\$100.00
1 st Time Rental Inspection	\$100.00
Rental Registration Violations	Up to \$400.00 per occurrence and/or revocation of rental registration
Rentals – *Rates do not include applicable deposits*	
Fire Hall	\$50.00 / day
Event Center	\$1250.00 / day
Event Center	\$100.00 / hour
Event Center Kitchen	\$50.00 / hour
White Pine Room	\$150.00 / event
Campground Full Electric Hookup	\$30.00 / night

Campground Primitive (no hookups)	\$10.00 / night
Special Council Meetings – (to expedite a request)	\$250.00
Zoning/Building Fees	
Building Code Violation	\$100.00 / day
Code Compliance Violation	\$40.00 / day
Non-Refundable Application Fees:	
Building Permit	See 1997 State of MN Fee Schedule
Pre-Built Shed Installation Permit	\$25.00
Fence Permit	\$25.00
Change of Use	\$150.00
Conditional Use	\$150.00
Industrial Development	\$150.00
Platting	\$300.00
Rezoning	\$150.00
Variance	\$150.00
Interim Use	\$150.00