

CITY OF BARRETT
PO BOX 155
BARRETT, MINNESOTA 56311
www.barrettmn.com
Email - barrett@runestone.net
320-528-2440 Phone
320-528-6639 Fax

MAYOR: Michelle Jenson

CLERK / TREASURER: Marita Rhude

COUNCIL MEMBERS:

Katie Hauglie

Mike Moss

Aaron Ray

Susie Sieben

=====

Barrett City Council Meeting Agenda
Monday, February 9, 2026
5:00 p.m. Regular Meeting
Barrett City Office

Call to Order

Visitor Comments

Additions to Agenda/Approval of Agenda

Approval of minutes

1. FEMA Water Truck Update
2. Approve Township Fire Contracts
3. Firehall Water fill
4. Approve Bollig Engineering 5-year Agreement & Task Order #1 for Lead Service Line Replacement Project
5. Review Proposed Ordinance Authorizing the Replacement of Lead, Galvanized, or Other Hazardous Water Service Lines on Private Property
6. Approve Resolution calling for public hearing on Proposed Ordinance
7. Unfinished Business Update

Maintenance Update – Jason Wendt

Clerk Update - Marita Rhude

Donation Resolution

Approval of Bills

Barrett City Council Meeting Minutes
Monday, January 12, 2026
5:00 p.m.
Barrett City Office

Present: Mayor-Michelle Jenson; Council-Aaron Ray, Mike Moss, Susie Sieben, Katie Hauglie; Clerk/Treasurer-Marita Rhude; Guests-Jason Puchalski, DJ Lien.

Absent: Public Works Superintendent-Jason Wendt

Mayor Jenson called the meeting to order at 5:00 p.m.

Hauglie made a motion to approve the agenda with the addition of the fire department, seconded by Moss. MCU

Sieben made a motion to approve Monday December 8, 2025, Regular City Council meeting minutes, seconded by Ray. MCU

Jason Puchalski and DJ Lien updated the council on the status of the Fire Department FEMA grant. The fire department only has 7 active fire dept. members in 2025. They are looking for suggestions and help with the recruitment of new fire department members.

Moss made a motion to approve the annual appointments: Justin Anderson for City Attorney, Star Bank as Official Depository, Grant County Herald as Official Newspaper, Hauglie as Deputy Mayor, Ray as Deputy Clerk/Treasurer, Jenson and Hauglie as check signers, Jenson and Sieben as personnel committee, seconded by Sieben. MCU

Ray made a motion to set the regular council meeting date as the second Monday of the month at 5:00 p.m. with the next legal business day as the alternative date if the 2nd Monday falls on a legal holiday, seconded by Hauglie. MCU

The Council reviewed a request from Les Alvstad on behalf of the Grant County Beyond the Yellow Ribbon Hero Day to be held in Barrett this year on September 12, 2026. This event rotates between the Grant County Cities, and it is Barrett's turn this year. He requested to use the Barrett Lakeside Pavilion for this event this year. Sieben made a motion to let the Grant County Beyond the Yellow Ribbon Hero Day use the Barrett Lakeside Pavilion for no charge, seconded by Moss. MCU

Sieben made a motion to pay bills in the amount of \$19,529.88, Check #20798 to Check #20827 with the addition of OtterTail Power bill when it arrives, seconded by Hauglie. MCU

Ray made a motion to adjourn at 5:35 p.m., seconded by Moss. MCU

Respectfully Submitted: _____ Marita Rhude, Clerk/Treasurer

Approved by: _____ Michelle Jenson, Mayor



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

A Division of Community First National Bank - Member FDIC

February 3, 2026

Customer Name: Barrett, MN

Equipment: One Midwest Fire Tanker
Sales Representative: Midwest Fire
Delivery: March 2026

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 430,000.00	Payment Frequency:	Annual
Down Payment:	\$ 50,000.00	First Payment:	90 days from closing
Prepayment Discount:	\$ -		
Amount Financed:	\$ 380,000.00		
Term in Years:	<u>90 Days</u>		
Payment:	\$386,403.51		
Interest Rate:	6.59%		

Option 2

Total Cost:	\$ 430,000.00	Payment Frequency:	Annual
Down Payment:	\$ 50,000.00	First Payment:	120 days from closing
Prepayment Discount:	\$ -		
Amount Financed:	\$ 380,000.00		
Term in Years:	<u>120 Days</u>		
Payment:	\$388,491.61		
Interest Rate:	6.59%		

• **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**

- The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed & funded within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 888.777.7850.

Respectively,

Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net

CITY OF BARRETT
PO BOX 155
310 2nd Street
BARRETT, MINNESOTA 56311
www.barrettmn.com
Email - barrett@runestone.net
320-528-2440 Phone
320-528-6639 Fax

MAYOR: Michelle Jenson

CLERK / TREASURER: Marita Rhude

COUNCIL MEMBERS:

Katie Hauglie

Tim Lasch

Aaron Ray

Susie Sieben

TO: Erdahl Township
FROM: Marita Rhude
DATE: 2-10-26
RE: 2026 Fire Contract & 2026 Fire Department Budget

Enclosed are the 2026 Barrett Fire Department Budget and your 2026 Fire Contract.

The City is happy to announce that we were awarded a FEMA grant in the amount of \$410,190.47 with a City contribution of \$20,509.53 for a total of \$430,700.00 for a new Water Tanker truck in 2025.

As you can see in 2025 expenses exceeded income by \$21,324.19. Lien Township's second half payment for 2025 arrived in 2026 and is handwritten on the budget Report. The budget includes \$1,500 for Communications, that \$1,500 will be put into Communication reserves. The budget also includes \$7,000 for Capital Outlay; this money will be used toward the City contribution for the new Water Tanker Truck. This leaves a 2025 budget surplus of \$12,824.19. This budget surplus will also go towards the City contribution for the new Water Tanker Truck. This leaves the City contribution short \$685.34.

Below are the current reserves for the Fire Department as of now.

Current Reserves for Fire Department

Equipment	2015-\$2,764.89; 2017-\$3,700	Total-\$6,464.89
Turn Out Gear	2016-\$2,500; 2017-\$2,500 2018-\$5,000	Total-\$10,000
Communications	2016-\$7,140.21; 2017-\$6,485.35; 2018-\$2,500; 2019-\$4,237.19; 2020-\$8,971.43; 2021-\$2,500; 2022-\$2,500; 2023-\$2,500.00 2025-\$1,500	
		Total-\$38,334.18

If you have any questions about any of the information provided feel free to contact me at 320-528-2440. Thanks!

"The City of Barrett is an Equal Opportunity Provider and Employer."

Receipts

2025: Fire Operating
Intergovernmental Revenues (lgr)

State lgr

State Aid - Other

Total State lgr

Charges For Services

Public Safety

Fire Township Contracts

Fire Calls

Total Public Safety

Miscellaneous Revenues

Contributions and Donations from Private Sources

Other Revenues

Total Other Miscellaneous Revenues

Other Financing Sources

Inter Fund Transfers In

Transfer From Governmental Fund

Total Inter Fund Transfers In

Receipts Total

	2024 Actual	2024 Budget	2025 as of 1/22/2026	2025 Budget	2026 Proposed Budget	Percent Change
State Aid - Other	\$1,752.00	\$0.00	\$4,000.00	\$0.00	\$0.00	N/A
Total State lgr	\$1,752.00	\$0.00	\$4,000.00	\$0.00	\$0.00	N/A
Charges For Services						
Public Safety						
Fire Township Contracts	\$21,228.35	\$16,224.00	\$8,821.16	\$20,559.00	\$21,198.50	3.11
Fire Calls	\$0.00	\$0.00	\$1,400.00	\$0.00	\$0.00	N/A
Total Public Safety	\$21,228.35	\$16,224.00	\$10,221.16	\$20,559.00	\$21,198.50	3.11
Miscellaneous Revenues						
Contributions and Donations from Private Sources	\$170.00	\$850.00	\$1,300.00	\$0.00	\$0.00	N/A
Other Revenues	\$1,402.75	\$0.00	\$1,905.66	\$0.00	\$0.00	N/A
Total Other Miscellaneous Revenues	\$1,572.75	\$850.00	\$3,205.66	\$0.00	\$0.00	N/A
Other Financing Sources						
Inter Fund Transfers In						
Transfer From Governmental Fund	\$16,224.00	\$24,224.00	\$20,559.00	\$20,559.00	\$21,198.50	3.11
Total Inter Fund Transfers In	\$16,224.00	\$24,224.00	\$20,559.00	\$20,559.00	\$21,198.50	3.11
Receipts Total	\$40,777.10	\$41,298.00	\$37,985.82	\$41,118.00	\$42,397.00	3.11

Liens Township
received 1/20/26 \$10,142.01

\$48,127.83

Disbursements

125: Fire Operating
Public Safety

Fire

Fire Fighting

	2024 Actual	2024 Budget	2025 as of 2/4/2026	2025 Budget	2026 Proposed Budget	Percent Change
Wages and Salaries	\$1,291.80	\$1,200.00	\$1,108.20	\$1,200.00	\$1,200.00	0.00
Employer Contributions for Retirement: FICA Contributions	\$148.80	\$75.00	\$0.00 74.40	\$75.00	\$75.00	0.00
Employer Paid Insurance: Life	\$156.00	\$130.00	\$140.00	\$175.00	\$175.00	0.00
Employer Paid Insurance: Medicare	\$34.80	\$18.00	\$0.00 17.40	\$18.00	\$18.00	0.00
Employer Paid-MIN Paid Leave	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00	N/A
Worker's Compensation: Insurance Premiums	\$1,538.10	\$2,000.00	\$1,541.00	\$1,925.00	\$1,925.00	0.00
Operating Supplies	\$826.36	\$750.00	\$1,052.48	\$800.00	\$900.00	12.50
Gasoline	\$562.68	\$550.00	\$313.69	\$700.00	\$650.00	-7.14
Repair and Maintenance Supplies	\$4,028.22	\$500.00	\$415.47	\$4,000.00	\$4,000.00	0.00
Small Tools and Minor Equipment	\$4,723.98	\$5,000.00	\$5,744.83	\$5,000.00	\$5,000.00	0.00
Training	\$3,664.00	\$2,000.00	\$4,589.00	\$3,500.00	\$5,000.00	42.86
Telephone	\$891.29	\$925.00	\$879.60	\$925.00	\$900.00	-2.70
Communications: Radio Units	\$0.00	\$2,500.00	\$0.00	\$1,500.00	\$1,500.00	0.00
Insurance: Property & Liability	\$3,713.00	\$3,500.00	\$3,445.00	\$4,000.00	\$4,000.00	0.00
Utility Services: Electric Utilities	\$1,857.44	\$1,900.00	\$1,692.20	\$1,900.00	\$1,900.00	0.00
Utility Services: Gas Utilities	\$1,787.14	\$2,850.00	\$2,065.37	\$3,000.00	\$3,000.00	0.00
Repairs and Maintenance - Contractual	\$2,985.51	\$2,000.00	\$3,063.35	\$3,000.00	\$3,000.00	0.00
Miscellaneous: Dues and Subscriptions	\$612.50	\$900.00	\$612.50	\$900.00	\$900.00	0.00
Miscellaneous	\$700.00	\$1,000.00	\$49.15	\$1,000.00	\$750.00	-25.00
Misc.-Fire Prevention	\$97.99	\$500.00	\$0.00	\$500.00	\$500.00	0.00
Capital Outlay	\$13,252.87	\$13,000.00	\$0.00	\$7,000.00	\$7,000.00	0.00
Debt Service: Bond Principal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Debt Service: Bond Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
Total Fire	\$42,872.48	\$41,298.00	\$26,711.84	\$41,118.00	\$42,397.00	3.11
Disbursements Total	\$42,872.48	\$41,298.00	\$26,711.84 *26,803.64	\$41,118.00	\$42,397.00	3.11

Council Agenda Item

AGENDA ITEM: Lead Service Line Replacement Project – Bollig Task Order

SUBMITTED BY: Bollig Engineering

BACKGROUND INFORMATION: The City has previously applied for, and now is being awarded, grant funding through Minnesota Public Facilities Authority (MPFA) to fund Lead Service Line Replacements (LSLR). To proceed with design, the attached Task Order must be executed so design services can begin, and the project can advance toward replacement of the identified lines.

Project funding is expected to be 100% grants, including design and construction.

Construction is expected during the 2026 construction season.

The project is planned to be combined with similar projects from other cities as a “cohort” of projects.

Bollig proposes to provide Engineering services for this project under this Task Order. The previous 5-year agreement under which task orders could be issued has expired, so there is also a new 5-year agreement to be approved, in order to issue the proposed Task Order.

ATTACHMENTS: Bollig Task Order

REQUESTED COUNCIL ACTION: Approve Bollig 5-Year Agreement
Approve Task Order for LSLR Project



**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
VIA TASK ORDER**

This Agreement is by and between:

City of Barrett (Owner)
310 Second Street, PO Box 155
Barrett, MN 56311

and

Bollig Inc (Engineer)
1721 Technology Drive NE, Suite 100
Willmar, MN 56201

Who agree as follows:

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement. Owner and Engineer agree that this signature page, together with Parts I through III attached, the referenced Task Order (Attachment 1), and the Bollig Inc Standard Terms and Conditions which are fully incorporated herein (Attachment 2) constitute the entire agreement for Task Order Project.

APPROVED FOR OWNER

By: _____

Printed Name: Michelle Jenson

Title: Mayor

Date: _____

By: _____

Printed Name: Marita Rhude

Title: City Clerk/Treasurer

Date: _____

APPROVED FOR BOLLIG INC

By: _____

Printed Name: Brian F. Bollig, P.E.

Title: President

Date: _____

**PART I
TASK ORDER SERVICES**

A. TASK ORDER SERVICES

1. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
2. The general format of a Task Order is shown in Attachment 1 to this Agreement.
3. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

B. TASK ORDER PROCEDURE

1. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

C. TERM

1. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
2. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.
3. This agreement may be terminated or suspended as shown in the Standard Terms and Conditions.

D. TIMES FOR RENDERING SERVICES

1. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time.
2. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted pursuant to an amended Task Order.
3. If Owner authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted pursuant to an amended Task Order.

**PART II
OWNER RESPONSIBILITIES**

In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

- A. The owner shall designate someone to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, and serve as liaison with Engineer as necessary for Engineer to complete its Services. All payments shall be approved by the Owner.
- B. Furnish to Engineer copies of all previously acquired information, relevant documents, and data pertinent to Engineer's Scope of Services, including but not limited to and where applicable: sanitary and storm sewer data and maps, design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
- C. Provide to Engineer existing information regarding the existence and locations of utilities and other underground facilities.
- D. Provide Engineer acceptable access to premises necessary for Engineer to provide the Services.
- E. Inform Engineer whenever Owner observes or becomes aware of a Hazardous Environmental Condition, as defined in Part IV.3. of this Agreement, that may affect Engineer's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation as defined in the Task Order (Part I) of this Agreement shall be made in accordance with the Task Order agreement using Lump Sum, Standard Hourly Rates or a combination thereof. Fee shall be fixed, not to exceed; unless otherwise noted as follows:
1. Lump Sum
 - a. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
 - b. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit. Reimbursable Expenses will be in addition to the Lump Sum amount unless otherwise agreed upon in Task Order.
 - c. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.
 2. Standard Hourly Rates
 - a. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
 - b. Standard Hourly Rates include salaries and wages paid by Engineer to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - c. Engineer's Reimbursable Expense Schedule and Standard Hourly Rates are attached to this Agreement.
 - d. The total compensation for the specified category of services shall be stated in the Task Order. This total compensation will incorporate all labor at Standard Hourly Rates and Consultants' charges, if any. Reimbursable charges will be extra unless otherwise agreed upon in Task Order.
 - e. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
 - f. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.
- B. Engineer will bill Owner monthly, with net payment due in 30 days.
- C. Engineer will notify Owner if Project scope changes require modifications to the stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

Standard Terms and Conditions

1. Standard of Care

a. The standard of care for all professional services performed or furnished by BOLLIG INC under this Agreement will be the care and skill ordinarily used by members of BOLLIG's profession practicing under similar circumstances at the same time and in the same locality. Bollig makes no warranties, express or implied, under this Agreement or otherwise in connection with BOLLIG's services.

b. CLIENT shall be responsible for, and BOLLIG may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to BOLLIG pursuant to this Agreement. BOLLIG may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

c. CLIENT shall designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to BOLLIG's services.

d. CLIENT shall arrange for safe access to and make all provisions for BOLLIG and BOLLIG's Consultants to enter upon public and private property as required for BOLLIG to perform services under this Agreement.

e. CLIENT shall give prompt written notice to Bollig whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of Bollig's services or any defect in the work of Construction Contractor(s), Consultants or Bollig.

f. CLIENT shall provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and BOLLIG and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or BOLLIG. BOLLIG's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against BOLLIG because of this Agreement or the performance or nonperformance of services hereunder.

3. Payments to BOLLIG

Invoices will be prepared in accordance with BOLLIG's standard invoicing practices and will be submitted to CLIENT by BOLLIG monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due BOLLIG for services and expenses within 30 days after receipt of BOLLIG's invoice therefore, the amounts due BOLLIG will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth (30th) day. In addition, BOLLIG may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until BOLLIG has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

BOLLIG will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, BOLLIG shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or

omissions of BOLLIG or BOLLIG's officers, directors, partners, employees, and consultants in the performance of BOLLIG's services under this agreement.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless BOLLIG, BOLLIG's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under Paragraph 5.b. of these Standard Terms and Conditions, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless BOLLIG and BOLLIG's officers, directors, partners, employees and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. To the fullest extent permitted by law, BOLLIG's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages, and expenses caused in part by the negligence of BOLLIG and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that BOLLIG's negligence bears to the total negligence of CLIENT, BOLLIG, and all other negligent entities and individuals.

e. The indemnification provision of Paragraph 5.a. is subject to and limited by the provisions agreed to by CLIENT and BOLLIG in Paragraph 7, "Limit of Liability," of this Agreement.

6. Exclusion of Special, Incidental, Indirect, and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, BOLLIG and BOLLIG's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of BOLLIG or BOLLIG's officers, directors, partners, employees, agents, or BOLLIG's consultants, or any of them.

7. Limit of Liability

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate of BOLLIG and BOLLIG's officers, directors, partners, employees, agents, and BOLLIG's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of BOLLIG or BOLLIG's officers, directors, partners, employees, agents, or BOLLIG's Consultants, or any of them, shall not exceed the total compensation received by BOLLIG under this Agreement.

8. **Betterment**
If, due to BOLLIG's negligence, a required item or component of the Project is omitted from the construction documents, BOLLIG shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will BOLLIG be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
9. **Certifications, Guaranteed and Warranties**
BOLLIG shall not be required to sign any documents, no matter by whom requested, that would result in BOLLIG having to certify, guarantee or warrant the existence of conditions whose existence BOLLIG cannot ascertain. CLIENT agrees not to make resolution of any dispute with BOLLIG or payment of any amount due to BOLLIG in any way contingent upon BOLLIG signing such certification.
10. **Termination of Contract**
Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay BOLLIG all amounts owing to BOLLIG under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
11. **Hazardous Environmental Conditions**
It is acknowledged by both parties that BOLLIG's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event BOLLIG or any other party encounters a Hazardous Environmental Condition, BOLLIG may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that BOLLIG is performing professional services for CLIENT and that BOLLIG is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with BOLLIG's activities under this Agreement.
12. **Patents**
BOLLIG shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement or patents or copyrights.
13. **Client Ownership and Reuse of Documents**
All documents prepared or furnished by BOLLIG pursuant to this Agreement are instruments of service, and BOLLIG shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold BOLLIG harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
14. **Use of Electronic Media**
a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed and sealed by BOLLIG. Files in electronic media format of text, data, graphics, or of other types that are furnished by BOLLIG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, BOLLIG makes no representation as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by BOLLIG at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. BOLLIG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
15. **Force Majeure**
BOLLIG shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond BOLLIG's reasonable control.
16. **Assignment**
Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.
17. **Binding Effect**
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
18. **Severability and Waiver of Provisions**
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and BOLLIG, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
19. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
20. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
21. **Controlling Law**
This Agreement is to be governed by the law of the State of Minnesota.
22. **Notices**
Any notices required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
23. **Geotechnical Report**
Geotechnical Report and Recommendations (when provided) are being facilitated as information to Owner only. Bollig assumes no risk or liability as to how the information is used, interpreted or relied upon.

**2026 STANDARD
PROFESSIONAL SERVICE RATES**

Billing Class	Hourly Rate (\$/hr)
Principal Engineer	175-255
Specialist Engineer	180-285
Sr. Funding Specialist	125-200
Sr. Project Coordinator	140-200
Sr. Project Engineer	180-205
Sr. Architect	120-195
Aviation Lead	120-195
Marketing Director	105-175
Development Specialist (I – IV)	95-265
Project Engineer (I-V)	90-190
Technician (I-IV)	85-175
Aviation Planner (I-V)	85-165
Project Coordinator (I-IV)	85-140
Funding Specialist	75-160
Planning Manager	95-265
Project Architect (I-IV)	75-125
Project Manager	75-155
Construction Services	75-180
Registered Land Surveyor	105-195
Survey Crew	175
Survey Tech (I-IV)	65-150
I/I Monitoring Equipment	<i>Available Upon Request</i>
Standard hourly rates include mileage, general copies, faxes, CAD equipment, phone calls, meals, and lodging. The survey crew consists of one person plus GPS or robotic survey equipment. Reimbursable costs, such as sub-consultants or extensive copying, are billed at cost x 15%	

Basic Services: Study and Report, Preliminary and Final Design, Bidding and Negotiating, Construction, and Post-Construction Phases.

Additional Services: Those services not included in Basic Services.

Resident Project Representative: Field staff that assist Engineer in observing progress and quality of work.

Task Order No. 1

In accordance with Agreement Between Owner and Engineer for Professional Services via Task Order dated February 9, 2026 ("Agreement"), Owner and Engineer agree as follows:

1. Project Description

A. Title: Lead Service Line Replacement

B. Description: Replace Lead Service Lines using MDH LSL Replacement Funding

2. Services of Engineer

See Table 1 below.

3. Deliverables: One (1) PDF of Design Documents (prior to bidding) and one (1) PDF of Bidding Documents

4. Project Timing: Design spring 2026, for 2026/2027 construction.

5. Payments to Engineer:

Owner shall pay Engineer for services rendered as follows (all fees lump sum):

Design	\$7,800
Bidding/Procurement	\$1,600
Construction	\$6,200
Total	\$15,600


Terms and Conditions: Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner. Fee shall be fixed and will not be exceeded without additional authorization.

The Effective Date of this Task Order is February 9, 2026.

OWNER: City of Barrett

ENGINEER: Bollig Inc

By: _____

By:  _____

Name: Michelle Jenson

Name: Scott Kuhlman

Title: Mayor

Title: Vice President of Technical Operations

Council Agenda Item

AGENDA ITEM: Lead Service Line Replacement Project - Ordinance

SUBMITTED BY: Bollig Engineering

BACKGROUND INFORMATION: The Lead Service Line Replacement Project includes construction activity on private property. The Minnesota Public Facilities Authority requires the City to have the legal authority to perform work on private property. This proposed ordinance provides the required authority, for this purpose.

Because ordinances have the effect of law, there is a process to follow, including publishing and public hearing requirements.

ATTACHMENTS: Resolution
Draft ordinance
Draft newspaper notice

REQUESTED COUNCIL ACTION: Approve resolution calling for public hearing on proposed ordinance.
Publish notice of public hearing and proposed ordinance.
Hold public hearing.
Adopt ordinance.
Publish adopted ordinance.

CITY OF BARRETT
COUNTY OF GRANT
STATE OF MINNESOTA

RESOLUTION 2026-02-01

WHEREAS the City is pursuing funding for Lead Service Line Replacement (LSLR) from the Minnesota Public Facilities Authority (MPFA), and

WHEREAS the proposed LSLR work includes performing working on private property, and

WHEREAS legal authority to work on private property is required as a condition of the project funding, and

WHEREAS the City Council has a draft of a proposed ordinance granting such authority to be considered for adoption,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Barrett that a proposed ordinance authorizing the replacement of lead, galvanized, or other hazardous water service lines on private property shall be considered by the City Council following a public hearing on the topic thereof, to be held at the Barrett City Office on Monday, March 9, 2026 at 5 p.m. and the City Clerk is hereby directed to cause to be published a notice in the official newspaper of the City, indicating the date, time, and place of the public hearing, as well as the draft text of the proposed ordinance.

BE IT FURTHER RESOLVED, this resolution is hereby duly passed and adopted by the City Council of the City of Barrett, Minnesota, on this 9th day of February 2026

Motion made by: Councilperson

Second by: Councilperson

Roll Call Vote:

Michelle Jenson, Mayor

Attest:

Marita Rhude, City Clerk/Treasurer

**CITY OF BARRETT
ORDINANCE XXII**

**AN ORDINANCE AUTHORIZING THE REPLACEMENT OF LEAD, GALVANIZED, OR
OTHER HAZARDOUS WATER SERVICE LINES ON PRIVATE PROPERTY**

The City Council of Barrett ordains:

SECTION 1. PURPOSE AND INTENT

The purpose of this ordinance is to protect public health and ensure safe drinking water by authorizing the replacement of lead, galvanized, or other hazardous water service lines on private property. This ordinance establishes the City's authority to conduct the work, hire necessary contractors and engineers, and outline property owner responsibilities in accordance with state and federal guidelines.

SECTION 2. DEFINITIONS

For the purposes of this ordinance, the following definitions shall apply:

Water Service Line - means the pipe that connects a property's internal plumbing to the public water supply system, extending from the water meter to the water main.

Lead or Galvanized Service Line - means any portion of a water service line constructed of lead, galvanized steel, or any other material identified as a potential health hazard by the State of Minnesota or federal regulatory agencies.

Curb Stop - means the shut-off valve located near the property boundary that controls water flow to a private service line.

Property Owner - means the individual, partnership, corporation, or entity holding legal title to a property served by the City's water system.

Contractor - means a licensed professional hired by the City to perform the replacement of water service lines.

SECTION 3. AUTHORITY TO REPLACE WATER SERVICE LINES

- A. The City shall have the authority to replace, or cause to be replaced, water service lines from a property's water meter to the curb stop or watermain if such lines are identified as lead, galvanized, or any other material deemed a potential health hazard.
- B. Replacement shall be carried out in accordance with all applicable state and federal regulations, as well as any guidelines established by the State of Minnesota for such programs. Refusal to provide access shall be addressed pursuant to Section 7 below.

SECTION 4. ACCESS TO PRIVATE PROPERTY

- A. In order for the work to be completed, property owners must allow access into

- their properties for access to the water service line.
- B. City crew members and contractors shall be allowed on private property to complete the necessary planning and work for the project.
 - C. Property owners shall cooperate with the City and its contractors to ensure the completion of the project in timely and efficient manners.

SECTION 5. CONTRACTING AND ENGINEERING SERVICES

- A. The City shall have the authority to hire and contract with qualified engineers, contractors, and other necessary personnel to complete water service line replacement.
- B. All work shall be conducted in compliance with applicable state and local laws and regulations.

SECTION 6. COST AND FUNDING

- A. The cost of replacement shall be funded through the state programs and any applicable grants, loans, or other financial assistance available to the City.
- B. Property owners shall not be assessed any direct costs for the replacement of identified hazardous service lines under this program.

SECTION 7. ENFORCEMENT

- A. If a property owner is not willing to allow access to their property to have the work completed, it will become the property owner's responsibility to have the service line replaced at their own expense.
- B. The City will record in its records that the property owner did not allow the service line to be replaced, and that the City is no longer responsible for doing so.
- C. The City reserves the right to take any necessary action to ensure compliance with this ordinance in order to protect public health and safety.

SECTION 8. SEVERABILITY

If any section, provision, or part of this ordinance shall be found to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance.

SECTION 9. EFFECTIVE DATE

This ordinance shall take effect upon its passage and publication as required by law.

DULY ADOPTED BY THE BARRETT CITY COUNCIL ON THIS 9th DAY OF MARCH, 2026.

Michelle Jenson, Mayor

Marita Rhude, City Clerk

Claims List for Approval

City of Barrett

Date Range : 1/9/2026 To 2/9/2026

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
02/09/2026	EFTPS	EEPTS payment	2240	\$1,922.24	100-41425-101- 100-41425-122- 100-41425-135- 100-43001-101- 100-43001-122- 100-43001-135- 601-49401-101- 601-49401-122- 601-49401-135- 602-49451-101- 602-49451-122- 602-49451-135- 100-41110-100-	Clerk Clerk Clerk Public Works Public Works Public Works Water Fund Expenses Water Fund Expenses Water Fund Expenses Sewer Fund Expenses Sewer Fund Expenses Sewer Fund Expenses Council/Town Board	\$593.24 \$260.03 \$60.81 \$223.61 \$97.01 \$22.69 \$217.03 \$94.16 \$22.02 \$217.03 \$94.16 \$22.02 (\$1.57)
02/09/2026	PERA	PERA payment	2241	\$1,269.87	100-41425-101- 100-41425-121- 100-43001-101- 100-43001-121- 601-49401-101- 601-49401-121- 602-49451-101- 602-49451-121- 100-41110-101-	Clerk Clerk Public Works Public Works Water Fund Expenses Water Fund Expenses Sewer Fund Expenses Sewer Fund Expenses Council/Town Board	\$281.82 \$325.18 \$104.64 \$120.74 \$101.56 \$117.19 \$101.56 \$117.19 (\$0.01)
02/09/2026	MN Department of Revenue, Sales Tax	January 2026 Sales Tax	2242	\$833.00	601-49401-439-110 603-49501-439-110 603-49501-439-110	Water Fund Expenses Garbage Fund Expenses Garbage Fund Expenses	\$163.00 \$198.00 \$472.00
02/09/2026	Amazon Capital Services	Batteries-Fire, Govee Thermometer-Office	2243	\$48.64	225-42220-211- 100-41901-227-	Fire Fighting Other General Government	\$10.58 \$38.06
02/09/2026	Auto Value Elbow Lake	windshield washer fluid	2244	\$7.58	100-41901-227-	Other General Government	\$7.58
02/09/2026	Brian D. Koehn, CPA, PLLC	Audit 2025	2245	\$1,500.00	100-41530-301-	Accounting	\$1,500.00

Date Range : 1/9/2026 To 2/9/2026

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
02/09/2026	Culligan Water of Elbow Lake	Bottled water/cc water softner	2246	\$51.00	100-45209-211- 100-41901-495-	Community Center Other General Government	\$15.00 \$36.00
02/09/2026	Glenwood State Bank	postage	2247	\$200.00	601-49401-322- 602-49451-322- 100-41901-322-	Water Fund Expenses Sewer Fund Expenses Other General Government	\$66.67 \$66.66 \$66.67
02/09/2026	Gopher State One Call	Annual Fee	2248	\$50.00	100-41901-495-	Other General Government	\$50.00
02/09/2026	Environmental Services, Grant MN	metal recycle	2249	\$10.00	603-49501-384-	Garbage Fund Expenses	\$10.00
02/09/2026	Grant County Treasurer	ice removal	2250	\$134.68	100-43125-401-	Ice and Snow Removal	\$134.68
02/09/2026	Haley Oil Company	LP Gas Contract	2251	\$1,045.04	225-42220-383- 601-49401-383- 100-41976-383-	Fire Fighting Water Fund Expenses City Office	\$595.36 \$217.76 \$231.92
02/09/2026	Northdale Oil Inc.	Fuel	2252	\$50.00	100-41901-212-	Other General Government	\$50.00
02/09/2026	Runestone Telecom Association	Phone/Internet	2253	\$233.73	100-45209-321- 225-42220-321- 100-41901-321-	Community Center Fire Fighting Other General Government	\$73.28 \$73.28 \$87.17
02/09/2026	MN PEIP	Health Insurance	2254	\$1,364.38	100-41425-131-	Clerk	\$1,364.38
02/09/2026	Engebretson & Sons Disposal	January canister rent	2255	\$318.00	603-49501-384-	Garbage Fund Expenses	\$318.00

Date Range : 1/9/2026 To 2/9/2026

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Claim #</u>	<u>Total</u>	<u>Account #</u>	<u>Account Name</u>	<u>Detail</u>
02/09/2026	Environmental Services, Grant MN	Jan. & Feb. Solid Waste & Recycling	2256	\$10,609.18	603-49501-384-	Garbage Fund Expenses	\$10,609.18
02/09/2026	Otter Tail Power Company	Electric	2257	\$2,312.92	100-43160-381- 225-42220-381- 100-41971-381- 601-49401-381- 602-49451-381- 100-41972-381-	Street Lighting Fire Fighting Community Center Water Fund Expenses Sewer Fund Expenses Storage Building	\$840.47 \$152.84 \$434.64 \$608.80 \$239.13 \$37.04
02/09/2026	Star Bank (HSA Account)	HSA Money	2258	\$1,114.78	100-41425-101- 601-49401-134- 602-49451-134- 100-43001-134- 100-41425-134-	Clerk Water Fund Expenses Sewer Fund Expenses Public Works Clerk	\$35.62 \$226.39 \$226.39 \$226.38 \$400.00
02/09/2026	Team Laboratory Chemical Corporatio	lift station cleaner	2259	\$2,505.00	602-49451-227-	Sewer Fund Expenses	\$2,505.00

Verizon

Total For Selected Claims \$25,580.04

38.4)

\$ 25,618.45

For the Period: 1/1/2026 To 1/31/2026

Name of Fund	Beginning Balance	Total Receipts	Total Disbursed	Ending Balance	Less Deposits In Transit	Plus Outstanding Checks	Total Per Bank Statement
General Fund	\$0.00	\$6,342.99	\$17,918.81	(\$11,575.82)	\$0.00	\$75.00	(\$11,500.82)
Fire Operating	\$0.00	\$10,142.01	\$52,139.30	(\$41,997.29)	\$0.00	\$130.00	(\$41,867.29)
GO Bond - 2019-2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2022A GO Bond - Streets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023A Sewer Debt Service	\$0.00	\$9,285.00	\$0.00	\$9,285.00	\$0.00	\$0.00	\$9,285.00
2023B Water Debt Service	\$0.00	\$398.00	\$0.00	\$398.00	\$0.00	\$0.00	\$398.00
2019-2020 Capital Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water-Reserve	\$0.00	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00
Sewer- Reserve	\$0.00	\$578.00	\$0.00	\$578.00	\$0.00	\$0.00	\$578.00
PFA Water Reserve	\$0.00	\$530.00	\$0.00	\$530.00	\$0.00	\$0.00	\$530.00
Water Contingency	\$0.00	\$150.00	\$0.00	\$150.00	\$0.00	\$0.00	\$150.00
Sewer Contingency	\$0.00	\$300.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00
2016 Water Debt Service	\$0.00	\$5,507.00	\$0.00	\$5,507.00	\$0.00	\$0.00	\$5,507.00
Water	\$0.00	\$11,654.78	\$11,339.59	\$315.19	\$59.92	\$2,433.33	\$2,688.60
Sewer	\$0.00	\$17,358.57	\$13,825.13	\$3,533.44	\$89.60	\$2,433.34	\$5,877.18
Garbage	\$0.00	\$7,820.39	\$990.00	\$6,830.39	\$33.97	\$2,433.33	\$9,229.75
Total	\$0.00	\$71,186.74	\$96,212.83	(\$25,026.09)	\$183.49	\$7,505.00	(\$17,704.58)

1,600,311.33 + - 1,575,285.24 - 1,582,606.75

\$ 1,582,606.75