

Agenda for Monday, May 4th, 2026 Bowlus City Council

Call Council Meeting to Order Pledge of Allegiance

Guests: Elaina Sand looking to use the community center monthly. Looking for non-profit rates.

Consent Agenda including:

1. Council Minutes from April
2. Financial documents and claims from April

Department reports:

Interim Treasurer, Amber Brenny
Fire Department, Brad Pysck
First Responders, Lucas Boyd
Utilities, Sarah Seelen
Public Works, Josh Seelen
Water/Sewer, Joe Sobania
Community Center, Laura Montag
Interim Clerk, Nicky Lahr

Old Business:

Memo from Scott Saehr on Zoning project
Adopt Land Use Ordinance and Zoning Map

Action Items:

Approve ordinance 26-5-1

Approve publication summary 26-5-2

Decide if you would like a physical copy (3-ring binder)

Action Item: motion to approve

Sign letter of termination to Moore Engineering

Sign letter of agreement and task order with Bollig Engineering

New Business

Application to conduct off-site gambling for Bowlus Firemen's Relief Ass'm.

Action Item: Approve resolution 26-5-3.

Approve resolution determining issuance of GO Equipment Certificates

Action Item: Approve resolution and scan to Nicky ASAP to send to publication immediately following meeting (May 10th issue)

Review contract from Sourcewell

City Landfill/dumpsite

Mayor/council Updates Sourcewell meeting, potential contract

Adjournment

City of Bowlus
April 6, 2026
Public Hearing for Adaptation of Land Usage, Ordinance and Zoning Maps
And City Council Meeting Minutes

Mayor Travis Bartkowicz called the Public hearing for adoption of Land Usage Ordinance and Zoning Maps to order at 5:31 p.m. Council Members Jessy Lashinski and Terri Trettel, Interim Treasurer Amber Brenny, and Interim Clerk Nicky Lahr were present. Also present were Joe Sobania, Sarah Seelen, Brad Psyck, Laura Montag, Scott Saehr and Cory Sobania. The Pledge of Allegiance was recited.

Scott Saehr presented the proposed Title 15 Land Usage Ordinance. The full red-line document was available for viewing upon request. No public input was received at the meeting or prior. Several clarifications were made to the document, including the addition of a cannabis ordinance. The Council decided to table the final vote and asked for a clean copy to review for the May Council meeting.

Terri made a motion to close the public hearing. Jessy seconded it and the motion passed unanimously.

Guests: Cory Sobania applied for a building permit for a new garage, and a permit for an addition to his house. Both were issued and a \$50 fee was collected for each.

Consent Agenda: Terri made a motion to approve the consent agenda, including the March financials and the March minutes. Jessy seconded the motion, and it passed unanimously.

Treasurer's Report: Amber gave an update on MN paid leave, stating that the City qualified as a "small employer", reducing the rates. She also reported that the Fire Department CD matures on 4/21/26. Fire Chief, Brad, requested that this would be renewed for another 6 months, and include the \$63,803.64 that was left from their prior CD. Nicky will arrange this within the acceptable timeframe. Amber also shared that a donation was received from the Fire and First Response for 1/3 share of the AED annual subscription in the amount of \$200 each.

Fire Department Report: Brad is working with Jason Murray with David Drown Associates for the Fire Truck bond. He will draft a resolution for the July meeting. Brad asked that we pay for a third party to administer the [Sam.Gov](https://sam.gov) account, for a 3-year contract. The payment is \$2,000 and will be split between the City and the Fire Department. Nicky will make the payment with the Bank Card. Brad also mentioned that he repaired the heater at the community center, and needs reimbursement.

Utility Department Report: Sarah gave the utility report, and stated that she read the meters and will be sending out bills. She also agreed to print and mail out the letters to citizens that the Council drafted. Nicky will get her the digital file. She asked Nicky to post the clean-up poster in front of City Hall.

Public Works Report: Joe gave the Water/Sewer report. He will need to replace the raw water meter, and was able to obtain 2 quotes for this. Jessy made a motion to go with Furguson Waterworks. Jessy seconded the motion and it passed unanimously. Joe also mentioned that Landwehr would like to buy water from the City. He would need to purchase a hydrant meter to accurately bill for the use. He plans to look into prices for this, and has an initial estimate of \$2020. Joe also stated that he will need to do sewer jetting in the near future, and will be getting quotes for that as well.

Community Center Report

Laura Montag turned in \$1,250 from the Community Center. She informed the Council of an uneven cement slab and a chipped step at the Center. Laura stated that she brought a ladder from home to wash windows. The Council approved the purchase of a ladder for the facility, and Terri will pick that up for her. Nicky was asked to get a quote from Sytek for internet services at the facility.

Clerk's Report: Nicky confirmed that Sytek updated the outgoing messages for the phone system, and now when called, you have the option to speak with the Clerk, the Mayor, or Laura for the Community Center. PERA has been set up for Joe, along with the 3 year history, and the exclusion reporting will be done soon. The cleanup poster has been made and Sarah will distribute those as needed. The annual liquor license renewals were received and applications will be distributed. Nicky shared with the Council that it was very difficult to try to do duplicate books alongside Amber, as directed. She asked if she could instead review Amber's entries. The Council agreed to this.

Old Business: Jessy made a motion to establish a public works fund account and to transfer the small city funds into the account from 2025 and going forward. Terri seconded the motion and it passed unanimously.

The Council reviewed and approved the final draft of the letter to be sent to all citizens. Sarah will get a copy from Nicky and mail them out.

New Business: Jessy made a motion to establish Bollig as the City's official engineering firm. Terri seconded the motion and it passed unanimously.

Mayor/Council updates: Travis spoke with Sourcewell and determined that we had not applied for any grants this year, making the City eligible. Travis and Nicky will be meeting with Sourcewell representatives to learn more about these opportunities.

Jessy made a motion to adjourn the meeting at 7:49 p.m. Terri seconded the motion and it passed with all in favor.

Looking forward: City Wide Cleanup will be on May 2nd. Bowlus Day will be July 5th. The next City Council Meeting will be on May 4th at 6:00 pm.

Nicky Lahr
Interim City Clerk

Date Range : 3/29/2026 To 4/29/2026

<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>
04/01/2026	Nicole Lahr	Reimbursment -PO Box Annual Renewal	1344*	\$162.00			
					100-41112-433-	City Administrative and Office Expenses	\$162.00
04/02/2026	Emergency Apparatus Maintenance, In	Tanker/Pumper, Tanker pumper 3 Maintenance	1345	\$1,546.19			
					225-42201-310-	Fire Operating Expenses	\$1,546.19
04/02/2026	Summit Fire Protection	Fire Extinguishers Annual Inspection, Tamper seal, Ansul Dry Chem #5, Bracket	1346	\$70.75			
					618-45130-310-	Community Center Operating Expenses	\$70.75
04/02/2026	Minnesota Department of Revenue	Q1 Sales & Use tax on Garbage, CC Water, CC Rental Sales	1347	\$809.00			
					100-41991-387-	Sales and Use Tax- utilities	\$809.00
04/02/2026	Holdingford Post Office	3 Rolls Stamps- ACH Debit Card	1348	\$234.00			
					100-41112-204-	City Administrative and Office Expenses	\$234.00
04/08/2026	Jovanovich, Dege & Athmann, PA	Review emails on draft notice, draft zoning code, Meet with Scott on draft zoning code.	1349	\$577.50			
					100-41610-310-	City/Town Attorney	\$577.50
04/03/2026	Federal Processing Registry	SAM Renewal 5 year Membership, For Fema grants for City, Fire, split 1/2 fee each	1350	\$1,999.99			
					100-41112-433-	City Administrative and Office Expenses	\$1,000.00
					225-41112-433-	City Administrative and Office Expenses	\$999.99
04/08/2026	Amazon	Ink for Office printer	1351	\$48.20			

Date Range : 3/29/2026 To 4/29/2026

<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>
					100-41112-201-	City Administrative and Office Expenses	\$48.20
04/08/2026	ECM Publishers, INC	Resolution No 26.2.2.1	1352	\$82.50			
					100-41913-351-	Publishing	\$82.50
04/08/2026	Public Employees Retirement Associa	1/1/23-12/31/2025 PERA for Joe Sobania	1353	\$8,533.94			
					100-41112-121-	City Administrative and Office Expenses	\$8,533.94
04/08/2026	Public Employees Retirement Associa	Q1 2026 Pera Contributions-Jan/Feb	1354*	\$420.00			
					100-41112-121-	City Administrative and Office Expenses	\$210.00
					100-41112-121-	City Administrative and Office Expenses	\$210.00
04/08/2026	Minnesota Power	Power for City-4/5/26 ACH	1355	\$1,738.08			
					225-42212-381-	Fire Utilities: Electric	\$98.50
					602-43205-381-	Sewer Utilities: Electricity	\$110.88
					100-43160-381-	Street Lighting	\$785.54
					601-43204-381-	Water Utilities:Electricity	\$390.45
					100-43016-381-	Christmas Light Power	\$18.40
					100-45207-381-	Rink Light Electricity	\$18.40
					618-45132-381-	Community Center Utilities:Electric	\$315.91
04/08/2026	Brad Psyck	Reimbursement - Fire Department Batteries/ Blades/ Straps/Pizza for crew	1356	\$896.66			
					225-42201-240-	Fire Operating Expenses	\$266.05
					225-42201-240-	Fire Operating Expenses	\$332.82
					225-42201-240-	Fire Operating Expenses	\$31.44
					225-42201-240-	Fire Operating Expenses	\$31.10
					225-42201-240-	Fire Operating Expenses	\$25.24
					225-42201-240-	Fire Operating Expenses	\$36.96
					225-42201-240-	Fire Operating Expenses	\$42.94
					225-42201-240-	Fire Operating Expenses	\$52.07
					225-42201-240-	Fire Operating Expenses	\$23.61
					225-42210-810-	Fire Administration	\$54.43

Date Range : 3/29/2026 To 4/29/2026

<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>
04/02/2026	Brad Psyck _ V	Community Center Furnace Repair- \$423.53 Packard Draft Inducer, \$120 Labor	1357*	\$543.53			
					618-43011-221-	Miscellaneous Repairs to City Property	\$543.53
04/16/2026	City of Bowlus	Community Center Utilities Q1	1358	\$139.00			
					618-45133-388-	Community Center Utilities:WTR,SWR,MOSQ	\$139.00
04/16/2026	Ferguson Waterworks	4" Meter Gaskets	1359	\$28.58			
					601-43203-221-	Water Operating Expenses	\$28.58
04/16/2026	Rahn's Oil	Stn Charges - Batteries for Lock	1360	\$27.63			
					100-41112-211-	City Administrative and Office Expenses	\$18.63
					225-42201-217-	Fire Operating Expenses	\$9.00
04/16/2026	Hawkins, INC	Cylinder	1361	\$10.00			
					601-43208-216-	Water Chemicals	\$10.00
04/23/2026	AW Research Lab	Q1 - Chemicals	1362	\$138.40			
					601-43208-211-	Water Chemicals	\$138.40
04/29/2026	Long Prarie Sanitation	Garbage and Recycling- ACH	1363	\$2,320.79			
					603-43207-384-	Garbage Collection Services	\$2,320.79
Total For Selected Claims				\$20,326.74			\$20,326.74

Date Range : 3/29/2026 To 4/29/2026

<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>
	Jessica A Lashinski		City Council/Town Board				Date
	Theresa Trettel		City Council/Town Board				Date
	Travis J Bartkowicz		City Council/Town Board, Mayor				Date

Date Range : 3/30/2026 To 4/30/2026

<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>
04/30/2026	DTM Fleet Service	Service Lights for fire Truck 3	1365	\$1,533.00			
					225-42201-221-	Fire Operating Expenses	\$1,533.00
04/30/2026	Hardware Hank	Chain & Padlock for Hydrant	1366	\$37.51			
					601-43203-221-	Water Operating Expenses	\$37.51
Total For Selected Claims				\$1,570.51			\$1,570.51

Jessica A Lashinski	City Council/Town Board	Date
Theresa Trettel	City Council/Town Board	Date
Travis J Bartkowicz	City Council/Town Board, Mayor	Date

Fund Name: All Funds

Date Range: 03/30/2026 To 04/30/2026

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
03/31/2026	Pine Country Bank	438	Interest Earned	(04/02/2026) -	N	Interest Earning	100-36210-	\$ 46.05
								\$ 46.05
04/08/2026	Residents of Bowlus Building Permit	439	Sobania-2 \$100, Chad & Jessie Lashinski - \$50	(04/08/2026) -	N	Building Permits (Excludes surcharge)	100-32210-	\$ 150.00
								\$ 150.00
04/08/2026	Bowlus Community Center Rentals	440	Koepp, Stearns, Sand - CC & Pav Rentals	(04/08/2026) -	N	Community Center/Park Rentals	618-34751-	\$ 1,250.00
								\$ 1,250.00
04/08/2026	Resident Fire Calls	442	Robert Holtz - Car Fire	(04/08/2026) -	N	Fire Calls	225-34208-	\$ 450.00
								\$ 450.00
04/16/2026	City of Bowlus	04162026TF	Transfer money to Road Fund from General, Meeting Minutes 4/6/2026	(04/16/2026) -	N	Transfer From Governmental Fund	201-39203-	\$ 7,440.00
								\$ 7,440.00
04/16/2026	United States Treasury	441	Tax rebate for overpayment from 6/25- 941	(04/08/2026) -	N	Refunds	100-36232-	\$ 102.34
								\$ 102.34
04/16/2026	Residents of Bowlus Utilities	443	Utilities	(04/16/2026) -	N	Water Charges	601-37115-	\$ 67.38
						Sewer Charges	602-37215-	\$ 58.58
						Garbage Charges	603-37315-	\$ 340.56
						Mosquito Spray	617-38015-	\$ 4.88
								\$ 471.40
04/16/2026	Bowlus Community Center	444	utilities recieved from Bowlus Community Center-Internal Transfer	(04/16/2026) -	N	Water Charges	601-37115-	\$ 69.00
						Sewer Charges	602-37215-	\$ 60.00
						Mosquito Spray	617-38015-	\$ 10.00
								\$ 139.00

Fund Name: All Funds

Date Range: 03/30/2026 To 04/30/2026

<u>Date</u>	<u>Remitter</u>	<u>Receipt #</u>	<u>Description</u>	<u>Deposit ID</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-P</u>	<u>Total</u>
04/24/2026	FIRE CD 1812	IAW5	Deposit from FIRE CD 1812	(04/24/2026) - -	N	Sale of Investment	225-39990-	\$ 140,267.86
								<u>\$ 140,267.86</u>
04/29/2026	Residents of Bowlus Utilities	445	Utilities	(04/29/2026) -	N	Water Charges	601-37115-	\$ 1,610.82
							Sewer Charges	602-37215- \$ 1,496.79
							Garbage Charges	603-37315- \$ 1,745.68
							Mosquito Spray	617-38015- \$ 270.29
								<u>\$ 5,123.58</u>
04/29/2026	Residents of Bowlus Utilities	446	Utilities	(04/29/2026) -	N	Water Charges	601-37115-	\$ 1,429.77
							Sewer Charges	602-37215- \$ 1,182.65
							Garbage Charges	603-37315- \$ 1,097.44
							Mosquito Spray	617-38015- \$ 193.31
								<u>\$ 3,903.17</u>
Total for Selected Receipts								<u>\$ 159,343.40</u>

Fund Name: All Funds

Date Range: 04/01/2026 To 04/30/2026

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/16/2026	City of Bowlus	04162026TRF	Transfer to Road Fund from General Fund, Meeting Minutes 04/06/26	N	Transfer To Governmental Fund	100-49360-720-	\$ 7,440.00
	Total For Check	04162026TRF					\$ 7,440.00
04/24/2026	Fire CD	IAD17	Deposit Into Fire CD	N	Purchase of Investments	225-49350-800-	\$ 140,267.86
	Total For Check	IAD17					\$ 140,267.86
04/24/2026	Fire CD	IAD18	Deposit Into Fire CD	N	Purchase of Investments	225-49350-800-	\$ 63,803.64
	Total For Check	IAD18					\$ 63,803.64
04/29/2026	Payroll Period Ending 04/29/2026	21626	April Payroll	N	Treasurer	100-41510-100-	\$ 419.33
	Total For Check	21626					\$ 419.33
04/29/2026	Payroll Period Ending 04/29/2026	21627	April Payroll	N	Clerk	100-41425-100-	\$ 365.34
	Total For Check	21627					\$ 365.34
04/29/2026	Payroll Period Ending 04/29/2026	21628	April Payroll	N	Cleaning	618-43012-100-	\$ 266.53
	Total For Check	21628					\$ 266.53
04/29/2026	Payroll Period Ending 04/29/2026	21629	April Payroll	N	City Maintainance Hours	100-43010-100-	\$ 222.75
	Total For Check	21629					\$ 222.75
04/29/2026	Payroll Period Ending 04/29/2026	21630	April Payroll	N	Utilities Clerk	100-41515-100-	\$ 136.86
		21630				601-41515-100-	\$ 54.74
		21630				602-41515-100-	\$ 54.74
		21630				603-41515-100-	\$ 27.37
	Total For Check	21630					\$ 273.71
04/29/2026	Payroll Period Ending 04/29/2026	21632	April Payroll	N	City Administrative and Office Expenses	100-41112-100-	\$ (0.01)
		21632			Water Supervisor	601-43202-100-	\$ 550.54
		21632			Wastewater Operator	602-43257-100-	\$ 550.54
	Total For Check	21632					\$ 1,101.07
04/29/2026	Nicole Lahr	21640	Reimbursment -Amazon Ink	N	City Administrative and Office Expenses	100-41112-201-	\$ 48.20
	Total For Check	21640					\$ 48.20

Fund Name: All Funds

Date Range: 04/01/2026 To 04/30/2026

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/29/2026	Ferguson Waterworks	21647	4" Meter Gaskets	N	Water Operating Expenses	601-43203-221-	\$ 28.58
	Total For Check	21647					\$ 28.58
04/29/2026	Rahn's Oil	21648	Stn Charges - Batteries for Lock	N	City Administrative and Office Expenses	100-41112-211-	\$ 18.63
		21648			Fire Operating Expenses	225-42201-217-	\$ 9.00
	Total For Check	21648					\$ 27.63
04/29/2026	Hawkins, INC	21649	Cylinder	N	Water Chemicals	601-43208-216-	\$ 10.00
	Total For Check	21649					\$ 10.00
04/29/2026	AW Research Lab	21650	Q1 - Chemicals	N	Water Chemicals	601-43208-211-	\$ 138.40
	Total For Check	21650					\$ 138.40
04/29/2026	Brad Psyck	21651	Reimbursement - Fire Department Batteries/ Blades/ Straps/Pizza for crew	N	Fire Operating Expenses	225-42201-240-	\$ 266.05
		21651				225-42201-240-	\$ 332.82
		21651				225-42201-240-	\$ 31.44
		21651				225-42201-240-	\$ 31.10
		21651				225-42201-240-	\$ 25.24
		21651				225-42201-240-	\$ 36.96
		21651				225-42201-240-	\$ 42.94
		21651				225-42201-240-	\$ 52.07
		21651				225-42201-240-	\$ 23.61
		21651			Fire Administration	225-42210-810-	\$ 54.43
	Total For Check	21651					\$ 896.66
04/29/2026	Brad Psyck _ V	21652*	Community Center Furnace Repair- \$423.53 Packard Draft Inducer, \$120 Labor	N	Miscellaneous Repairs to City Property	618-43011-221-	\$ 543.53
	Total For Check	21652					\$ 543.53
04/29/2026	Nicole Lahr	21653*	Reimbursment -PO Box Annual Renewal	N	City Administrative and Office Expenses	100-41112-433-	\$ 162.00
	Total For Check	21653					\$ 162.00
04/29/2026	Emergency Apparatus Maintenance, In	21654	Tanker/Pumper, Tanker pumper 3 Maintenance	N	Fire Operating Expenses	225-42201-310-	\$ 1,546.19
	Total For Check	21654					\$ 1,546.19

Fund Name: All Funds

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<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/29/2026	Summit Fire Protection	21655	Fire Extinguishers Annual Inspection, Tamper seal, Ansul Dry Chem #5, Bracket	N	Community Center Operating Expenses	618-45130-310-	\$ 70.75
Total For Check 21655							\$ 70.75
04/29/2026	Public Employees Retirement Associa	21656	1/1/23-12/31/2025 PERA for Joe Sobania	N	City Administrative and Office Expenses	100-41112-121-	\$ 8,533.94
Total For Check 21656							\$ 8,533.94
04/29/2026	Public Employees Retirement Associa	21657*	Q1 2026 Pera Contributions-Jan/Feb	N	City Administrative and Office Expenses	100-41112-121-	\$ 210.00
Total For Check 21657							\$ 420.00
04/29/2026	ECM Publishers, INC	21658	Resolution No 26.2.2.1	N	Publishing	100-41913-351-	\$ 82.50
Total For Check 21658							\$ 82.50
04/29/2026	Jovanovich, Dege & Athmann, PA	21659	Review emails on draft notice, draft zoning code, Meet with Scott on draft zoning code.	N	City/Town Attorney	100-41610-310-	\$ 577.50
Total For Check 21659							\$ 577.50
04/29/2026	Minnesota Department of Revenue	ACH0403	Q1 Sales & Use tax on Garbage, CC Water, CC Rental Sales	N	Sales and Use Tax- utilities	100-41991-387-	\$ 809.00
Total For Check ACH0403							\$ 809.00
04/29/2026	Minnesota Power	ACH0410	Power for City-4/5/26 ACH	N	Christmas Light Power	100-43016-381-	\$ 18.40
		ACH0410			Street Lighting	100-43160-381-	\$ 576.16
		ACH0410			Rink Light Electricity	100-45207-381-	\$ 18.40
		ACH0410			Fire Utilities: Electric	225-42212-381-	\$ 98.50
		ACH0410			Water Utilities:Electricity	601-43204-381-	\$ 390.45
		ACH0410			Sewer Utilities: Electricity	602-43205-381-	\$ 110.88
		ACH0410			Community Center Utilities:Electric	618-45132-381-	\$ 315.91
Total For Check ACH0410							\$ 1,528.70
04/29/2026	Long Prarie Sanitation	ACH429	Garbage and Recycling- ACH	N	Garbage Collection Services	603-43207-384-	\$ 2,320.79
Total For Check ACH429							\$ 2,320.79
04/29/2026	Holdingford Post Office	DC0406	3 Rolls Stamps- ACH Debit Card	N	City Administrative and Office Expenses	100-41112-204-	\$ 234.00
Total For Check DC0406							\$ 234.00

Fund Name: All Funds

Date Range: 04/01/2026 To 04/30/2026

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
04/29/2026	Amazon	DC406*	Ink for Office printer - VOID S/B Reimbursment to Clerk	N	City Administrative and Office Expenses	100-41112-201-	\$ 48.20
		DC406*				100-41112-201-	\$ (48.20)
	Total For Check	DC406					\$ -
04/29/2026	Federal Processing Registry	DC407	SAM Renewal 5 year Membership, For Fema grants for City, Fire, split 1/2 fee each	N	City Administrative and Office Expenses	100-41112-433-	\$ 1,000.00
		DC407				225-41112-433-	\$ 999.99
	Total For Check	DC407					\$ 1,999.99
04/29/2026	City of Bowlus	IT041626	Community Center Utilities Q1	N	Community Center Utilities:WTR,SWR,MOSQ	618-45133-388-	\$ 139.00
	Total For Check	IT041626					\$ 139.00
04/30/2026	DTM Fleet Service	21641	Service Lights for fire Truck 3	N	Fire Operating Expenses	225-42201-221-	\$ 1,533.00
	Total For Check	21641					\$ 1,533.00
04/30/2026	Hardware Hank	21642	Chain & Padlock for Hydrant	N	Water Operating Expenses	601-43203-221-	\$ 37.51
	Total For Check	21642					\$ 37.51
Total For Selected Checks							\$ 235,848.10

Treasurer Report
May 4th 2026

PERA Distribution- We received the Omitted Deduction Billing statement from the Public Employees Retirement Association for the PERA which is required for all employees making more than \$425 per month. The employee will have to withhold/pay \$195 and the city has to pay the remaining \$8533. Had they done it correctly, he would have had to contribute \$3315 thru normal payroll contributions but unfortunately since it was the city's error they are now liable for both sets of contributions plus interest. We are still awaiting the amount owed for the first quarter of 2026.

Work Comp - Wanted to know if there is a joint powers board for first responders and fire, or if they are a completely separate NGO entity with their own work comp insurance?

Earned Sick Safe Time - State Mandated and needs to be added to all city regular employees regardless of part time, or seasonal/temporary status. Does not include Elected officials, appointed positions for elected officials, Volunteer Fire or First Response. This may require a change in pay structure for Utilities Manager and Water/Sewer Supervisor positions specifically to allow for accrual and more accurate reporting for UIMN/Work comp as well. FAQ: <https://dli.mn.gov/sick-leave-FAQs#coverage>

Option 1. Accrual and carryover:

- *employees begin accruing ESST from their first day of employment;*
- *ESST accrues at a rate of at least one hour for every 30 hours worked;*
- *employees are permitted to accrue a minimum of up to 48 hours of ESST in a year (more if the employer agrees to a higher amount); and*
- *employees can carry over unused ESST into the next year. However, at no time can an employee's accrued ESST exceed 80 hours (unless the employer agrees to a higher amount).*

Option 2. Front loading with pay out and no carryover:

- *A minimum of 48 hours of ESST is provided to an employee and made available for immediate use at the start of each year; and*
- *unused ESST hours are paid out at the end of the accrual year at the employee's base rate.*

Option 3. Front loading with no pay out and no carryover:

- *A minimum of 80 hours of ESST is provided to an employee and made available for immediate use at the start of each year; and*
- *the ESST hours the employee did not use are not paid out at the end of the accrual year.*

Ref: <https://www.grsm.com/insight/what-minnesota-employers-need-to-know-for-2025/>

New Changes to Earned Sick and Safe Time (ESST) in Minnesota

The ESST law first went into effect on January 1, 2024, and requires Minnesota employers to provide each eligible employee at least one hour of paid leave for every 30 hours worked, and up to 48 hours of accrued ESST per year. An employee is eligible if they are anticipated to work at least 80 hours per year.

As of January 1, 2025, employers who provide employees with paid time off (PTO) or other paid leave that is more than the amount required under the ESST law must ensure the additional PTO meets the same requirements as the ESST hours when used for an ESST-qualifying purpose. The category of ESST-qualifying purposes has also been expanded to include funeral and memorial services related to the death of a family member.

In addition, the 2025 changes bring new penalties for noncompliance. *For companies that fail to provide ESST, they must pay the employee an amount equal to the time the employee should have received plus an additional equal amount as liquidated damages. For companies that fail to retain required ESST records, the employer must pay the equivalent of 48 hours of ESST at the employer's regular rate of pay plus an equal amount as liquidated damages.*

Wages/Salaries - Recommend reviewing pay structure for accuracy and implementation, see attachment Wages/Salary breakdown.

Employee Role	Employee	Rate						Notes	
Public Works	Josh Seelen	25	Hourly					Seasonal snow, lawn, maintenance care	
Treasurer-Interim	Amber Brenny	25	Hourly					10-20 hours avg per month	
Clerk - Interim	Nicole Lahr	30	Hourly					10-20 hours avg per month	
Utilities Clerk	Sara Seelen	25	Hourly - Salary non exempt	Monthly amount breakdown	Monthly salary hours	% Acct Distribution	Fund Name		
Utilities Manager - Water	Sara Seelen	400	Quarterly Salary	133	5,3332	0.71	Water	10-20 hrs/Month Avg per month	
Utilities Manager - Sewer	Sara Seelen	37.5	Quarterly Salary	12.5	0.5	0.07	Sewer		
Utilities Manager - Garbage	Sara Seelen	125	Quarterly Salary	42	1.68	0.22	Garbage		
			Monthly Salary	187.5	7.5	1.00			
				Q1	Q2	Q3	Q4		
Community Center Manager	Laura Montag	595	Annual Salary (10% of Annual CC Rentals)	470	125			Enter monthly CC Rental 10% totals in Blue, Total annual amount in Grey will populate	
Community Center - Cleaner	Laura Montag	20	Hourly					20-30 Hours Avg Per Month	
Water Supervisor	Joe Sobania	750	Monthly Salary	37.5	20	0.5	Water	*Joe said it varies just went off of about what it was when he was only sewer	
Sewer Supervisor	Joe Sobania	750	Monthly Salary	37.5	20	0.5	Sewer		
Mayor	Travis Bartkowicz	1200	Annual Salary					Annual	
Fire Chief	Brad Psyck	1200	Annual Salary					Annual	
Asst Fire Chief									
Captain									
Volunteer Fire Fighters	VARIES		Per Meeting					Annual	
	VARIES		Per Fire Call					Annual	
Council - Regular Meeting		35	Per Occurance					Monthly meeting, paid annually	
Council - Special Meeting			Per Occurance						
Projects - Meeting			Per Occurance					Quarterly meeting, paid annually	
Chief First Response	Lucas Boyd								

Clerk's Report:

- Looking into adding Sytek Internet to the Community Center. This was their response. Let me know if you want me to proceed.
 - We would need to set up a site survey to measure for an exact plowing cost. I did a quick aerial measurement, and also spoke with our plant supervisor. The cost would be right around \$2,500.00 for the plowing. The service would be \$87.75 each month for 1 gig of speed with unlimited Data usage. You would also be signing a 2 year contract. Please contact our office 320-573-1390 if you would like to set up a site survey appointment.
- Ordered Water meter for Joe at a lower cost than initially quoted.
- Sent out Liquor License applications to Bowlus Liquor and American Legion. They will need all information returned to me for approval at the June meeting.
- Received arrears payment from PERA for Joe's missing contributions. Amber will make payment of \$8533 and Joe will be withheld \$195 for his portion.
- Mosquito spray schedule was received: May 19, 26, June 2, 9, 16, 23, 30, July 7, 14, 21, 28, August 4, 11, 18, 25. They may change based on weather.

**MEMO
CITY COUNCIL**

Department: Zoning Administration	Meeting Date: May 4, 2026
Agenda Section: New Business	Item: Title 15 Land Use Ordinance

PREVIOUS CITY COUNCIL REVIEW OR ACTION: Previous discussions between administration and the Council addressed updates to the City's land use ordinance. The process was temporarily paused to allow for completion of the land use map and zoning districts with the City's engineering firm. A public hearing was held on April 6, 2026, allowing for public comment. The proposed ordinance documents have since been finalized and are now being advanced for final consideration.

PROPOSED BUDGET/FISCAL IMPACT: Administration costs for document review, preparation, and presentation.

BACKGROUND: The City has been working to update the Minnesota Basic Code from its original adoption in 2014. Throughout 2025, all titles and chapters were reviewed by administration, the City Attorney, and the City Council. Formal adoption of all titles (except Title 15) was completed by the Council in October of 2025.

Title 15 represents the final phase of the City's land use regulations, including zoning, subdivision, and development standards.

These remaining ordinance provisions have been forwarded to the City Attorney for review to ensure consistency with Minnesota Statutes and alignment with existing City policies.

Completion of Title 15 will finalize the City's update to the Minnesota Basic Code, resulting in a more consistent, accessible, and defensible regulatory framework to guide future development and land use decisions.

CITY COUNCIL ACTIONS REQUESTED:

1. Consider adoption of the Title 15 ordinance as presented.
2. Direct administration on next steps and implementation of full code.

CITY REVIEW AND IMPACTS: The adoption of Title 15 will complete the City's updates with the Minnesota Basic Code. The ordinance has been reviewed by administration and the City Attorney.

The updated ordinance is anticipated to improve clarity, consistency, and efficiency in the administration of zoning, subdivision, and development regulations.

ATTACHMENTS: Title 15 ordinance amendment and adoption documents.

ORDINANCE NO. ____
CITY OF BOWLUS
COUNTY OF MORRISON
STATE OF MINNESOTA

AN ORDINANCE ENACTING THE CODE OF ORDINANCES FOR THE CITY OF BOWLUS MINNESOTA, ADOPTING THE MINNESOTA BASIC CODE OF ORDINANCES, 2023 EDITION AND AMENDING, RESTATING, REVISING, UPDATING, CODIFYING AND COMPILING CERTAIN ORDINANCES OF THE CITY DEALING WITH THE SUBJECTS EMBRACED IN THE CODE OF ORDINANCES, AND PROVIDING PENALTIES FOR THE VIOLATION OF THE CODE OF ORDINANCES.

WHEREAS Minnesota Statutes Section 471.62 authorizes the city to adopt the Minnesota Basic Code of Ordinances by reference, and Sections 415.02 and 415.021 authorize the city to cause its ordinances to be codified and printed in a book,

NOW THEREFORE the City Council of the City of Bowlus, Minnesota, ordains:

Section 1. The Minnesota Basic Code of Ordinances, 2023 Edition, together with amendments and supplements contained therein, is hereby adopted and shall constitute the Code of Ordinances of the City of Bowlus. This Code of Ordinances also adopts by reference certain statutes and administrative rules of the State of Minnesota as named in the Code of Ordinances. It is the intention of the City Council that, when adopting the Minnesota Basic Code of Ordinances, all future amendments and supplements are hereby adopted as if they had been in existence at the time this Ordinance was enacted, unless there is clear intention expressed in the Code to the contrary.

Section 2. The Code of Ordinances as adopted in Section 1 shall consist of the following titles and those existing city ordinances also listed in Section 3.

TITLE XV: LAND USAGE

- 150. General Provisions
- 151. Zoning
- 152. Subdivision Control
- 153. Anti-Blight Regulations

Section 3. All prior ordinances shall be deemed repealed from and after the effective date of this ordinance, provided, this repeal shall not affect any offense committed or penalty incurred or any right established prior to the effective date of this ordinance, nor shall this repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, or granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plat or dedication of land to public use, vacating or setting the boundaries of streets or other public places; nor shall this repeal affect any other ordinance of a temporary or special nature or pertaining to subjects not contained in or covered by the Code of Ordinances. All fees and charges established in ordinances or resolutions adopted prior to the adoption of this city code shall remain in effect unless amended in this code or until an ordinance adopting a schedule of fees and charges is adopted or amended.

Section 4. This ordinance adopting the Code of Ordinances shall be sufficient publication of any ordinance included in it and not previously published in the city's official newspaper. The Clerk of the city shall cause a substantial quantity of the Code of Ordinances to be printed for general

distribution to the public at actual cost and shall furnish a copy of the Code of Ordinances to the County Law Library or its designated depository. The official copy of this Code of Ordinances shall be marked and kept in the office of the City Clerk.

Section 5. It is the intention of the City Council that, when adopting the Minnesota Basic Code of Ordinances and any supplements or additions to it, that all existing and future amendments to any state or federal rules and statutes adopted by reference or referenced in the Minnesota Basic Code of Ordinances and any supplements or additions to it are hereby adopted by reference or referenced as if they had been in existence at the time the Minnesota Basic Code of Ordinances and any supplements or additions to it was, are or may be in the future adopted, unless there is clear intention expressed in the Code to the contrary.

Section 6. It is the intention of the City Council that, when adopting the Minnesota Basic Code of Ordinances, all future supplements are hereby adopted as if they had been in existence at the time this code was enacted, unless there is clear intention expressed in the code to the contrary.

Section 7. The Code of Ordinances is declared to be prima facie evidence of the law of the city and shall be received in evidence as provided by Minnesota Statutes by the Courts of the State of Minnesota. A copy of the Code of Ordinances marked Official Copy shall be filed as part of the official records of the city in the office of City Clerk. The City Clerk shall provide a copy of the Code of Ordinances to any person who requests a copy and shall charge that person the cost to the city of the copy of the Code of Ordinances.

Section 8. This ordinance adopting the Code of Ordinances, and the Code itself, shall take effect upon publication of this ordinance in the city's official newspaper.

Section 9. Any amendments to a statute or rule adopted in this Code or any former code or ordinance which continues to be in effect, shall be included by reference as if the amended statute or rule had been in existence at the time the Code or ordinance was adopted.

PASSED BY THE CITY COUNCIL OF THE CITY OF BOWLUS, MINNESOTA THIS 4th DAY OF MAY, 2026.

APPROVED:

TRAVIS BARTKOWICZ, MAYOR

ATTEST:

NICKY LAHR, CITY CLERK

CITY SEAL

**SUMMARY PUBLICATION
CITY OF BOWLUS
COUNTY OF MORRISON
STATE OF MINNESOTA**

**ORDINANCE 26.5.4 ENACTING THE MINNESOTA BASIC CODE AS THE CODE OF
ORDINANCES FOR THE CITY OF BOWLUS MINNESOTA**

The City Council of the City of Bowlus, Minnesota, hereby ordains:

The Minnesota Basic Code of Ordinances, published by the League of Minnesota Cities, is hereby adopted by reference as the Code of Ordinances for the City of Bowlus, regulating public conduct, municipal operations, and community standards.

This adoption includes the following titles of the Minnesota Basic Code:

- **Title XV – Land Usage**

A printed copy of the Minnesota Basic Code of Ordinances, as adopted, is available for inspection by any person at the office of the City Clerk at 212 Main Street, Bowlus, Minnesota during regular business hours.

This ordinance shall take effect upon its publication according to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BOWLUS, MINNESOTA THIS 4th DAY
OF MAY, 2026.

APPROVED:

TRAVIS BARTKOWICZ, MAYOR

ATTEST:

NICKY LAHR, CITY CLERK

CITY SEAL

CITY OF BOWLUS

RESOLUTION NO. 26.5.3

A RESOLUTION APPROVING A GAMBLING PERMIT FOR THE BOWLUS FIREMEN'S RELIEF ASSOCIATION

WHEREAS, the Bowlus Firemen's Relief Association has submitted an application to the City of Bowlus requesting approval of a gambling permit; and

WHEREAS, the organization intends to conduct lawful pull-tab sales on **July 5, 2026**; and

WHEREAS, the proposed gambling activity will take place at **Bowlus City Park, 106 1st Street, Bowlus, Minnesota**; and

WHEREAS, the City Council of the City of Bowlus is the local governing body required to approve such permits under Minnesota law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bowlus, Minnesota, that the gambling permit application submitted by the Bowlus Firemen's Relief Association for pull-tab sales on July 5, 2026 at Bowlus City Park is hereby **approved**.

BE IT FURTHER RESOLVED that the City Clerk is authorized to execute any required documentation and forward this approval to the Minnesota Gambling Control Board.

Adopted by the City Council of the City of Bowlus on this **4th day of May, 2026**.

Travis Bartkowicz, Mayor

Nicky Lahr, City Clerk

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF BOWLUS, MINNESOTA

HELD: May 4, 2026

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Bowlus, Morrison County, Minnesota, was duly held at the City Hall on May 4, 2026, at 6:00 o'clock P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DETERMINING THE NECESSITY TO ISSUE A
\$350,000 TAXABLE GENERAL OBLIGATION EQUIPMENT CERTIFICATE OF
INDEBTEDNESS, SERIES 2026A

WHEREAS, Minnesota Statutes, Section 412.301, authorizes the council to issue an equipment certificate within existing debt limits for the purpose of purchasing capital equipment; and

WHEREAS, said statute also provides that if the amount of the equipment certificate to be issued to finance such equipment exceeds 0.25% of the market value of taxable property in the City, excluding money and credits, the equipment certificate shall not be issued for at least ten days after publication in the official newspaper of a council resolution determining to issue them; and if before the end of that time, a petition asking for an election on the proposition signed by voters equal to ten percent of the number of voters at the last regular municipal election is filed with the clerk, the equipment certificate shall not be issued until the proposition of their issuance has been approved by a majority of the votes cast on the question at a regular or special election; and

WHEREAS, the council proposes to issue the equipment certificate for said purposes in an amount which exceeds 0.25% of the market value of taxable property in the City, excluding money and credits; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Bowlus, Minnesota, as follows:

1. That it is necessary and expedient for the City Council to issue a Taxable General Obligation Equipment Certificate of Indebtedness, Series 2026A, pursuant to Minnesota Statutes, Section 412.301, in the amount of \$350,000 for the purpose of financing the acquisition of a firetruck for the City of Bowlus (the "Certificate").

2. The amount of the Certificate is hereby determined and declared to be in excess of 0.25% of the market value of taxable property in the City, excluding money and credits.

3. The City Clerk is authorized and directed to publish forthwith this resolution in the official newspaper.

4. At least ten days shall elapse after publication in the official newspaper of this resolution before the Certificate shall be issued.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF MORRISON) SS
CITY OF BOWLUS)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Bowlus, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated insofar as such minutes relate to the necessity to issue a \$350,000 Taxable General Obligation Equipment Certificate of Indebtedness, Series 2026A.

WITNESS my hand on May 4, 2025.

City Clerk

April 28, 2026

Moore Engineering
3315 Roosevelt Rd Suite 300
St Cloud, MN, 56301

RE: Termination of Engineering Services

Dear Ryan,

This letter is intended to provide you with notice that on April 6th, 2026, the City of Bowlus terminated City engineering services with Moore Engineering and has hired Bollig Engineering.

As a result of this decision, we ask that your firm suspend all activities that are currently underway as the Engineer on behalf of the City of Bowlus. It is also our expectation and request that a copy of any data or information paid for by Bowlus be sent to the city within the next 60 days. The information requested includes, but is not limited to, agreements, planning and design documents, mapping, survey information, cost estimates, and financial data. It is preferred that this data be sent electronically for all GIS and survey files and as a PDF for other files.

Please email electronic information to the Clerk at cityclerk@cityofbowlus.com and "cc" Kris Ambuehl at kambuehl@bollig-engineering.com. Should you need to send larger electronic files, please contact Kristen Rosenboom, the Bollig Inc. Office Manager, at 320-235-2555.

Once the above-referenced documents and information have been received, please send us your final invoice so we can review, reconcile, and prepare it for Council action.

Respectfully yours,

CITY OF Bowlus

Travis Bartkowicz
Mayor



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

This Agreement is by and between:

City of Bowlus (Owner)
212 Main Street, P.O. Box 98
Bowlus, MN 56314

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: Travis Bartkowicz

Title: Mayor

Date: 4/28/2026

By: _____

Printed Name: Nicky Lahr

Title: City Clerk

Date: 4/28/2026

APPROVED FOR BOLLIG INC

By: _____

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

Title: President

Date: 4/28/2026

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.

General Format of a Task Order No.

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

1. **Project Description**

A. Title: _____

B. Description: _____

2. **Services of Engineer**

Basic Engineering Services, Resident Project Representative and Additional Services as described below:

3. **Deliverables:**

4. **Project Timing:**

5. **Payments to Engineer:**

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 _____, _____.

OWNER:

ENGINEER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



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 April 28, 2026 ("Agreement"), Owner and Engineer agree as follows:

1. **Project Description**

A. Title: Initial Needs and Funding Assessment Summary

B. Description: Review infrastructure needs, regionalization, available funding sources, and present findings at a future City Council meeting.

2. **Services of Engineer**

Engineering Services as described: Pre-Planning Activities

3. **Deliverables:** Funding Overview and Application Presentation to City Council

4. **Project Timing:** Summer/Fall 2026

5. **Payments to Engineer:** No Fee

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 April 28, 2026.

OWNER: City of Bowlus

ENGINEER: Bollig Inc

By: _____

By: _____

Name: Travis Bartkowicz

Name: Brian F. Bollig

Title: Mayor

Title: President

April 9, 2026

Attn: Nicky Lahr, City Clerk
City of Bowlus
212 Main Street
Bowlus, MN 56314

Re: Shared Services Agreement

Dear Ms. Lahr:

On behalf of the Community Solutions Department at Sourcewell, we are pleased to present the enclosed agreement to serve as the Zoning Administrator for the City of Bowlus. The Zoning Administrator would be responsible for planning and zoning duties within the City of Bowlus, as outlined in the attached agreement.

Brief overview of Community Solutions Department: Our Department continuously imagines ways we can serve communities through sharing our time, efforts, and resources. As a unique way of supporting communities in our five-county region, Sourcewell offers “shared services,” including zoning administration services, in cities throughout Cass, Crow Wing, Morrison, Todd, and Wadena Counties.

Enclosed you will find our proposed agreement, outlining our zoning administration services. If you have any questions or would like to discuss the agreement in detail, please contact me anytime at (218) 895-4151. I look forward to talking with you; I am available for a phone conversation, an in-person meeting at City Hall, and/or a discussion at an upcoming City Council meeting.

Thank you for your consideration of this agreement.

Sincerely,

Justin Burslie

Justin Burslie
Associate Director of Community Development

Enclosure

SHARED SERVICES AGREEMENT FOR COMMUNITY DEVELOPMENT SERVICES

THIS SHARED SERVICES AGREEMENT (Agreement) is effective upon the date of the last signature below (Effective Date), by and between **Sourcewell**, located at 202 – 12th Street NE, PO Box 219, Staples, MN 56479, and the **City of Bowlus** (Community) located at 212 Main Street, Bowlus, MN 56314. Sourcewell and Community shall be known collectively as the “Parties”.

ARTICLE 1: PURPOSE

- 1.1 **Purpose.** Sourcewell and Community agree that the purpose of this Agreement is to outline the Parties’ responsibilities with respect to Community’s purchase of community development services from Sourcewell.

ARTICLE 2: RESPONSIBILITIES OF THE PARTIES

- 2.1 **Community Duties.** Community is the authority for all land use regulation within its borders. Community may designate a Zoning Administrator under its land use ordinance. Community is responsible for consulting its legal counsel on issues outside the scope of work of this Agreement.
- 2.2 **Staffing.** Sourcewell shall furnish a Community Development Administrator (CDA) to perform community development services for Community. Said CDA shall be employed by Sourcewell and supervised by Sourcewell’s Associate Director of Community Development. Sourcewell shall pay all employment-related expenses for the CDA, including salary, benefits, travel expenses, and training. Sourcewell reserves the right to assign any CDA on its staff and to provide an alternative CDA as needed to fulfill its obligations under this Agreement. In the event Sourcewell experiences a loss of staff which significantly impacts its ability to perform under this Agreement, Sourcewell may, in its sole discretion, work with Community to modify the scope of the Agreement or it may withdraw from this Agreement. Sourcewell will give Community written notice of its intent as soon as possible following the significant loss of staff. Email notice is sufficient. The notice will contain a date on which the Agreement and all services would end. The end date will be no sooner than two weeks from the date notice was given and no longer than 30 days from the date of the notice. In the alternative, Sourcewell and Community may agree to modify the scope of this Agreement and the CDA’s work. Any such modification must be in writing, signed by both parties, and attached to this Agreement as an addendum.

- 2.2.1 Scope of Work. CDA will provide services in support of the Community as issuing authority. Community may designate CDA to perform only those functions of the Zoning Administrator as defined in this Agreement. During the initial and any renewal terms of this Agreement, the CDA's roles and responsibilities shall be limited to:

Land Use Administrator functions. The CDA will perform the services of the Administrator as defined in Community's land use/zoning ordinance and as limited by this Agreement:

a. General Zoning Administrative Duties.

- i. Answer zoning administration questions from public.
- ii. Review zoning applications for compliance.
- iii. Advise and assist in issuing administrative permits.
- iv. CDA may conduct site visits to ensure compliance with permit requirements. CDA will perform no building inspections or related service.

b. Public Meetings.

- i. CDA will attend meetings as determined by the CDA and in consultation with the Community. Attendance may include virtual attendance, via phone, or in-person, as necessary and determined in the discretion of the CDA. Community will make affirmative efforts to minimize in-person attendance of CDA. CDA is not responsible for logistical support and administrative duties at public meetings, including tasks such as setting up the room and taking minutes, etc.
- ii. CDA may prepare certain notices, reports, recommendations, and additional support documents as needed for meetings of the council and planning commission.
- iii. CDA will participate in planning commission meetings in an advisory capacity only.

c. Enforcement.

- i. Community is responsible for enforcement of its Land Use/Zoning Ordinance. The procedure for enforcement issues will be as follows:
 - a. Community will develop a form (paper, electronic or both) on which violation complaints may be submitted.
 - b. Citizens will submit the complaint form to City Hall or other designated place of official community business.
 - c. Community staff will provide the complaint to the appropriate authority. If the complaint is related to enforcement of Community's Land Use/Zoning Ordinance, such complaint may be directed to the CDA.

- d. The CDA may review the complaint and attempt to gain voluntary compliance in the resolution of such complaint.
- e. In their sole discretion, the CDA may visit the property of the alleged violation. In doing so, the CDA may request support from Community including, but not limited to, support from law enforcement. CDA will not be required to conduct any site visit or meeting where any safety concerns exist.
- f. The CDA shall prepare a letter (violation notice), in draft form, and send it to Community. Community will then put it on Community letterhead and have an appropriate community authority sign the letter and send it to the party responsible for the property containing the alleged violation.
- g. If voluntary compliance to resolve the complaint has not been obtained, the CDA may prepare a second letter (violation notice) using the same process as the first letter.
- h. If after two letters, the CDA is unable to gain voluntary compliance, the CDA will recommend that the matter be referred by the Community to the Community's attorney for advice and counsel regarding further action.
- i. Other than the procedures described above, the CDA will have no other responsibility or authority related to enforcement of Community's planning and zoning ordinance.
- j. The Community remains fully responsible for any and all enforcement actions including, but not limited to, issuance of any citations and other compliance tools as defined in the Ordinance.

2.3 Community Responsibility. In exchange for Sourcewell's services, Community agrees to the following:

- 2.3.1 Community will provide staffing for all planning commission and city council meetings.
- 2.3.2 Participation in a meeting with the CDA or other Sourcewell staff regarding the Roles and Responsibilities of the CDA and the Community. This meeting will occur at least every two years, or more frequently if necessary and as recommended by the CDA or other Sourcewell staff.
- 2.3.3 Participation in a Land Use Essentials Training with the CDA or other Sourcewell staff. This training will occur at least every two years, or more frequently if necessary and as recommended by the CDA or other Sourcewell staff.
- 2.3.4 The CDA or other Sourcewell staff must not be given keys to the community's buildings or official places of business. The CDA or other Sourcewell staff may only be present in a community building or official place of business when another employee of community is present.

- 2.3.5 Provide the CDA with information regarding emergency procedures, policies, shelters and exit routes, for any building where the CDA provides services.
- 2.3.6 Provide the CDA with a work environment free from hostile conduct including but not limited to perceived or actual threats to the CDAs personal safety, professional standing, or family safety, regardless of whether those threats are made directly or indirectly, in person, in writing, on an electronic source or platform, or through a third party. The work environment will also be free of harassment including but not limited to repeated unwanted contacts without reasonable business purpose, insults and offensive language. Harassing or threatening conduct toward the CDA, or other Sourcewell personnel, will be grounds for immediate termination of this Agreement.
- 2.3.7 Provide the CDA with a work environment free from exposure to criminal activity, fraud, or other conduct which is not consistent with the professional ethics and values of the CDA and/or Sourcewell. Such conduct will be grounds for immediate termination of this agreement by Sourcewell.
- 2.3.8 In lieu of immediate termination, Sourcewell may, at its sole discretion, temporarily suspend services under this Agreement and seek information related to conduct alleged to be hostile, harassing, unsafe, criminal, fraudulent or similarly concerning in nature. Community agrees to cooperate with requests for information and understands that failure to do so will result in immediate termination of this Agreement.
- 2.3.9 In the event Sourcewell determines that prohibited conduct occurred, Sourcewell may choose any of the following options for relief:
 - a. Terminate the Agreement upon notice to Community.
 - b. Suspend the Agreement until action steps to correct the circumstances or conduct have been completed to the satisfaction of Sourcewell.
 - c. Modify the Agreement.
- 2.4 Compensation. Community shall compensate Sourcewell for providing community development services at the rate outlined in Appendix A. The rate of payment is subject to annual review and modification at Sourcewell's discretion. Sourcewell shall notify Community of any rate modification, at which time Community shall accept the modification or provide notice of termination in accordance with section 3.2 below. Agreed upon modifications shall be documented and attached to this Agreement as a new Appendix A, which shall be entitled "Fee Schedule." The remainder of this Agreement shall remain in full force and effect.
- 2.5 Billing and Payment. Sourcewell shall submit a monthly invoice to Community for services rendered. Community shall remit payment to Sourcewell for the invoiced amount within thirty (30) calendar days of the date of the invoice.
- 2.6 Additions and Modifications. Except as otherwise stated herein, any modification to this Agreement shall be mutually agreed upon between the Parties in writing.

ARTICLE 3: TERM AND TERMINATION

- 3.1 **Term.** This Agreement, and any duly executed modifications to this Agreement, shall commence on the Effective Date and will continue indefinitely unless or until the Agreement is terminated by either party or until a new Agreement takes effect. Either party may modify this Agreement as outlined below. Sourcewell reserves the right to request that Community enter into a new Agreement. If a new Agreement is signed by the parties, and unless a different date is agreed to in writing, the terms of this Agreement will become null and void upon the date of last signature on the new agreement.
- 3.2 **Modifications.** This Agreement may be modified by agreement between the parties. Any modifications must be detailed, in writing, and must be attached to this Agreement. The writing must be signed and dated. The modification will take effect upon the date of the last signature and will continue indefinitely, unless further modified or until the Agreement has been terminated.
- 3.3 **Termination for Convenience.** Either party may terminate this Agreement at any time upon sixty (60) days' written notice to the other party. Termination pursuant to this section does not relieve Sourcewell of its obligations to complete any open services. Nor will Community be relieved of its obligation to pay for such open services.
- 3.4 **Termination for Cause.** In addition to the grounds for termination set forth in Article 2, either party may terminate this Agreement upon written notice of material breach to the other Party provided the other Party does not cure the breach within thirty (30) days of receiving notice. The notice must describe the breach in detail and state the non-breaching Party's intent to terminate the Agreement.
- 3.5 **Survival.** Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination, and Articles 3, 4, and 5 will survive. All other rights granted under this Agreement shall cease.

ARTICLE 4: DATA AND MATERIALS

- 4.1 **Government Data.** The Parties acknowledge that each is subject to the Minnesota Government Data Practices Act (MGDPA) at Minnesota Statutes, Chapter 13. The Parties further acknowledge that any data collected, created, received, maintained, or disseminated in conjunction with this Agreement is collected, created, received, maintained, or disseminated for Community's benefit and is the sole property of Community.

- 4.1.1 Community shall be responsible for ensuring government data related to this Agreement is appropriately classified, categorized, and inventoried as required by the MGDPA, for protecting such data in accordance with the Act, and for responding to any related public data requests.
 - 4.1.2 Sourcewell shall restrict access to Community's government data to staff whose work assignments reasonably require such access, and it shall take reasonable measures to protect Community's data during the term of this Agreement. Upon expiration or termination of this Agreement, Sourcewell shall return or destroy Community's data except to the extent that such data must be retained to satisfy auditing or statutory requirements.
- 4.2 Work Product. The Parties acknowledge that any reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation (Materials) developed or used in conjunction with this Agreement are generated for Community's benefit and are the sole property of Community.
 - 4.2.1 Community shall use all Materials only for the purpose for which they were prepared. If the Materials are used for any other purpose, Community shall indemnify and hold Sourcewell harmless for such reuse.
 - 4.2.2 Notwithstanding the foregoing, Sourcewell may maintain and reuse standard details related to this Agreement in the normal course of its business.
- 4.3 Audit and Record Disclosure. Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either party, the State Auditor, and other duly authorized entities. For that purpose, the Parties shall maintain these and other related records for a period of six (6) years after the date of termination of this Agreement. This section does not apply to government data generated or used solely for Community's benefit and, therefore, owned by Community as outlined above.

ARTICLE 5: GENERAL TERMS AND CONDITIONS

- 5.1 Subcontracting. Sourcewell shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval from Community.
- 5.2 Notices. All notices, invoices, and statements (Notice) related to this Agreement must be in writing. Except as otherwise provided in Article 2, notice of termination shall be delivered in person or mailed to the intended recipient at its current address. All other correspondence or communication may be mailed, hand delivered, or sent via fax or email to the other Party.

- 5.2.1 Each Party shall notify the other of any change to contact information, including address, telephone number, point of contact, and email address.
- 5.2.2 Notice will be deemed to have been given: (a) when delivered in person during normal business hours; (b) upon confirmation of receipt when transmitted by facsimile or electronic mail; (c) upon receipt when sent by registered or certified mail, postage prepaid; or (d) on the date of receipt if transmitted by national overnight courier with confirmation of delivery.
- 5.3 Governing Law, Jurisdiction and Attorney's Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement shall be adjudicated in a Minnesota court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorney's fees from the other Party.
- 5.4 Assignment. Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement without prior written consent from the other Party. If assignment is permitted, any successor in interest shall acquire the assigning Party's entire interest in this Agreement. Any prohibited assignment shall be invalid.
- 5.5 Relationship. Each Party is an independent entity under the terms of this Agreement. Except as defined herein, neither Party will have any right, power, or authority to act or create any obligation on behalf of the other Party. Except as provided herein, all operational expenses incurred by either Party will be borne by the Party incurring the expense.
- 5.6 Limitations of Liability. Sourcewell's liability shall be governed by Minnesota Statutes, Chapter 466. Neither party shall be liable to the other for any punitive, special, incidental or consequential damages including but not limited to: compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated commissions on sales or anticipated sales, or expenditures, investments or commitments made in connection with the establishment, development or maintenance of the selling representation created by this Agreement or in connection with the performance of obligations regardless of the form of action, whether in contract, tort or other legal theory. The foregoing limitation shall apply: (a) even if such party has been advised of the possibility of such damages; and (b) notwithstanding any failure of essential purpose of any limited remedy herein.
- 5.7 Indemnification. To the fullest extent permitted by law, Sourcewell agrees to defend, indemnify and hold the community harmless from and against all claims, actions, damages, losses and expenses including reasonable attorney fees, arising

out of Sourcewell's negligence or failure to perform its obligations under this Agreement.

To the fullest extent permitted by law, Community agrees to defend, indemnify and hold Sourcewell harmless from and against all claims, actions, damages, losses and expenses including reasonable attorney fees, arising out of Community's negligence or failure to perform its obligations under this Agreement.

- 5.8 Insurance. Sourcewell maintains Public Officials Liability Insurance related to Sourcewell's services under this Agreement with a limit of three million dollars (\$3,000,000.00) per occurrence. Sourcewell maintains Commercial General Liability Insurance in a minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate.
- 5.9 Force Majeure. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform for any cause beyond its reasonable control. Such causes shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, war, failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable to carry out its obligations under this Agreement, that party shall give written notice to the other including an explanation of the circumstances.
- 5.10 Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 5.11 Entire Agreement. The individuals signing this Agreement hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations, and the Agreement contains the entire understanding between the Parties concerning the subject matter.
- 5.12 Severability. In the event that any terms of this Agreement are in conflict with or are otherwise unenforceable under any rule, law, or statutory provision, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 5.13 Waiver. Failure by either party to take action or assert any right hereunder shall not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

5.14 Execution and Delivery of Documents. Each of the parties hereto, his or her heirs, legal representatives, successors, and assigns shall do all things to execute and deliver any documents necessary, at any time, to carry out and effectuate the terms and conditions of this Agreement.

IN WITNESS THEREOF, Community and Sourcewell have executed this Agreement as of the date hereof.

Sourcewell

By: _____
Justin Burslie

Title: Associate Director of
Community Development

Date: _____

City of Bowlus

By: _____
Travis Bartkowicz

Title: Mayor

Date: _____

City of Bowlus

By: _____
Nicky Lahr

Title: City Clerk

Date: _____

APPENDIX A: FEE SCHEDULE

Fees. Sourcewell will provide community development services at a rate of \$60.00 per hour, billed in 15-minute increments. Sourcewell will not charge for travel time. The service rate will increase \$5.00 per hour starting January 1, 2027 and each year thereafter when this Agreement is in effect. Sourcewell will periodically evaluate the rate and increase. Sourcewell shall not impose costs and fees other than those outlined above.