



WILLMAR CITY COUNCIL MEETING

MONDAY, MARCH 3, 2025 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items
Approve:
 - A. City Council Minutes of February 18, 2025
 - B. Advertisement for Bids: Project No. 2503-C Technology Drive NE Improvements
 - C. 2026 Improvement Projects Intent to Reimburse
 - D. Willmar High School Trap Team Lawful Gambling Application
 - E. Accounts Payable Report, 2/13/25 - 2/26/25
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Regular Business
 - A. Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025
 - B. Accept Bid & Award Project No. 2501-A 20th Street SE Improvements
 - C. Accept Bid & Award Project No. 2508 Seal Coat Improvements
 - D. Broadband Considerations
10. Announcements
11. Closed Session
 - A. Closed session pursuant to MN Stat 13d.05, subd.3(c) parcel 88-106-2130
12. Open Regular Business
 - A. Amendment to Purchase Agreement
13. Closed Session
14. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
BOARD ROOM HEALTH AND HUMAN SERVICES
BUILDING 2200 – 23rd STREET NE, WILLMAR
MINNESOTA

February 18, 2025
6:30 PM

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Tom Gilbertson, Steve Gardner, Rick Fagerlie, Vicki Davis, Tom Butterfield, and Carl Shuldes, Present 9, Absent 0.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Interim Police Chief Michael Holme, Finance Director Tom Odens, Parks and Recreation Director Rob Baumgarn, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, City Clerk Vernae Larsen, and City Attorney Robert Scott.

With no **Additions or Deletions to Agenda** Council Member Ask moved to approve the agenda. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes	Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes
Noes	None

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

- A. City Council Minutes of February 3, 2025
- B. City Council Work Session Minutes of February 10, 2025
- C. Willmar Municipal Utilities Commission Minutes of February 10, 2025
- D. Willmar Police Commission Meeting Minutes of December 18, 2024
- E. Willmar Police Commission Meeting Minutes of January 22, 2025
- F. Planning Commission Minutes of February 5, 2025
- G. Willmar Fests, Inc. Lawful Gambling Application
- H. Prairie Lakes Chapter Rocky Mountain Elk Foundation Lawful Gambling Application
- I. Accounts Payable Report, 1/30/25 - 2/12/25

Information:

Directors Report

Monthly Building Permit Report for January 2025

WMU Financial Report for December 2024

Council Member Ask moved to **Approve Consent Agenda Items**. Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes
Noes None

Open Forum:

Justin Rucks, 4173 104th Ave NE, Spicer, spoke on behalf of the Willmar Hockey Association in support of the outdoor hockey arena and rink. He thanked Michelle Hanson, President of the Willmar Hockey Boosters and Rob Baumgarn for all their hard work to make that rink possible.

Matt Dawson, 1010 Meadow Lane, Willmar, Ward 2, thanked the City Council for their hard work and support of the outdoor ice arena.

Joe Ridler, 1912 20th Ave SW, Willmar, spoke in opposition to the broadband/fiber project and asked that the council needs to take a close look at what they are spending their money on. He also pointed out that the fire department's equipment is getting old and newer laws may require an age limit on equipment.

Regular Business:

A. State of the City Address: Mayor Reese

Mayor Reese delivered his state of the city address.

B. Awarding Bid to Tradesmen Construction Inc. for Outdoor Covered Ice Rink

Parks and Recreation Director Rob Baumgarn requested that the Council adopt a resolution approving the bid from Tradesmen Construction out of Alexandria, MN, for the Outdoor Covered Ice Rink/Pavilion and authorize city staff to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$1,100,593.00. After discussion, Council Member Gardner moved to adopt **Resolution No. 2025-022 Awarding Bid to Tradesmen Construction Inc. for Outdoor Covered Ice Rink in the amount of \$1,100,593.00 plus Alternate 2A: Asphalt inside the rink in the amount of \$44,295.00 plus Alternate 2B: Asphalt outside the rink in the amount of \$29,406.00 for a total of \$1,174,294.00**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes
Noes None

C. Approve the purchase agreement with Becker Arena Products for the outdoor dasher board system

Parks and Recreation Director Rob Baumgarn requested that the Council adopt a resolution approving the purchase of an outdoor dasher board system with installation from Becker Arena

Products. Council Member Fagerlie moved to **Adopt Resolution No. 2025-023 approving the purchase of an outdoor dasher board system with installation from Becker Arena Products for \$169,912.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

D. Gorton Ave Right-of-Way

Public Works Director Justin DeLeeuw provided information regarding the right-of-way lines on Gorton Ave. NW and requested that Council adopt the resolution approving the agreement to clarify city right-of-way lines on Gorton Ave NW. A motion was made by Council Member Gilbertson to **Adopt Resolution No. 2025-024 approving the agreement to clarify city right-of-way lines on Gorton Ave NW.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

Public Works Director Justin DeLeeuw the asked that Council adopt a resolution calling for a public hearing on the right-of-way lines on Gorton Ave NW. Council Member Fagerlie moved to **adopt Resolution No. 2025-025 initiating the vacation of a portion of the Gorton Ave NW right-of-way, calling for a public hearing on April 7th, 2025, and referring the matter to the planning commission.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

E. Broadband Consideration

Operations Director Kyle Box presented information and updates to the Broadband project. A motion was made by Council Member Fagerlie to approve the letter with Charter and seconded by Council Member Butterfield. After discussion, Council Members Fagerlie and Butterfield withdrew the motion. After further discussion, a motion was made by Council Member Gardner to **direct the city staff and city attorney to work with Charter Communications, Spectrum and Hometown Fiber on a commitment for Charter to offer fiber optics services to industrial park, establish a timeline to increase residential services by March 3, 2025 and determine the legal ramifications of what happens if we do that.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member

Butterfield, Council Member Shuldes

Noes None

F. Request for Joint Work Session on Monday, March 24, 2025

Planning and Development Director Christopher Corbett asked the Council to schedule a Joint Work Session between the Planning Commission and the Council. A motion was made by Council Member Fagerlie to schedule the **Joint Work Session for Monday, March 24, 2025**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

Closed Session:

A. Closed session pursuant to MN Stat 13d.05, subd.3(c) regarding Parcel 95-378-0010

A motion to enter into **Closed session pursuant to MN Stat 13d.05, subd.3(c) to discuss parcel 95-378-0010** was introduced by Council Member Fagerlie. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

Mayor Reese called for a 5-minute break at 7:56 p.m. The council meeting resumed at 8:05 p.m.

City Attorney Robert Scott suggested that council move again to enter into closed session since we took a break.

A motion to enter into **Closed session pursuant to MN Stat 13d.05, subd.3(c) to discuss parcel 95-378-0010** was introduced by Council Member Ask. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

Council entered back into open session at 8:28 p.m.

Council Member Gilbertson moved to **Adjourn** the meeting at 8:30 p.m. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

Ayes Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2025-022

**RESOLUTION AWARDED BID TO TRADESMEN
CONSTRUCTION INC. FOR OUTDOOR COVERED ICE RINK**

Motion By: Gardner

Second By: Butterfield

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution by the City Council of the City of Willmar that the bid from Tradesmen Construction out of Alexandria, MN, for the Outdoor Covered Ice Rink/Pavilion project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$1,100,593.00 plus Alternate 2A: Asphalt inside the rink in the amount of \$44,295.00 plus Alternate 2B: Asphalt outside the rink in the amount of \$29,406.00 for a total of \$1,174,294.00.

Dated this 18th day of February 2025

/S/ Douglas E. Reese

Douglas E. Reese, Mayor

Attest:

/S/Vernae Larsen

CITY CLERK

RESOLUTION NO. 2025-023

**RESOLUTION APPROVING THE PURCHASE AGREEMENT WITH BECKER ARENA
PRODUCTS FOR THE OUTDOOR DASHER BOARD SYSTEM**

Motion By: Fagerlie

Second By: Ask

BE IT RESOLVED by the City Council of the City of Willmar To adopt a resolution approving the purchase of an outdoor dasher board system with installation from Becker Arena Products for \$169,912.

Dated this 18th day of February 2025

/S/ Douglas E. Reese

Douglas E. Reese, Mayor

Attest:

/S/Vernae Larsen

CITY CLERK

Resolution No. 2025-024

A RESOLUTION APPROVING THE AGREEMENT TO CLARIFY CITY RIGHT OF WAY LINES

Motion By: Gilbertson Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota that the Agreement to Clarify City Right-of-Way Lines is hereby accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof that is substantially consistent with the version appended to this resolution.

Dated this 18th day of February, 2025

/S/ Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

RESOLUTION NO. 2025-025

A RESOLUTION INITIATING THE PROCESS OF VACATING A PORTION OF THE GORTON AVENUE NW RIGHT-OF-WAY, SETTING A PUBLIC HEARING, AND REFERRING THE MATTER TO THE WILLMAR PLANNING COMMISSION

Motion By: Fagerlie Second By: Davis

WHEREAS, in 2023, the City completed a roadway reconstruction project on Gorton Avenue NW in the City of Willmar, including the installation of certain public improvements including curbs and gutters; and

WHEREAS, the City was approached by a neighboring property owner on Gorton Avenue NW claiming the curb and gutter improvements were installed outside the boundaries of the Gorton Avenue NW right-of-way; and

WHEREAS, upon review, City staff determined there were discrepancies in the written record relative to the location of the right-of-way line relative to the property, and undertook negotiations with the property owner in order to ensure the right-of-way line dispute was resolved, that the property owner was compensated for any loss of property as necessary, and to ensure that the City maintained necessary drainage and utility easements through the property; and

WHEREAS, the City Council has approved a separate Agreement with the property owner to settle the dispute, in which the City agreed to initiate the vacation of a portion of the Gorton Avenue NW right-of-way, as depicted and described in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that:

1. Pursuant to Charter Section 9.01, subdivision 2, the Council hereby initiates the vacation of that certain portion of public right-of-way in the City of Willmar, Kandiyohi County, Minnesota, as legally described and depicted in the attached Exhibit A.
2. The Council intends that the vacation proposed herein be subject to the following conditions: (a) the final execution of the Agreement to Clarify City Right of Way Lines by property owner and the City; and (b) the final approval and execution by the Property Owner of an Easement Agreement, reserving certain drainage and utility easements to the City.
3. That the Council conduct a public hearing at 6:30 p.m. on April 7, 2025 in the Willmar Municipal Utilities Auditorium, 700 Litchfield Ave SW, Willmar, MN 56201
4. That the purpose of the public hearing will be to consider the vacation of a portion of the public right-of-way on Gorton Avenue NW comprising 4,553 square feet in size, necessary to accommodate the recently completed road reconstruction project, as legally described and depicted on the attached Exhibit A.
5. That any person having an interest in said matter is invited to appear in person, or be represented by counsel, and you will have an opportunity to be heard on this matter at said public hearing.
6. That City staff are hereby authorized and directed to publish notice of the public hearing in satisfaction of the requirements of Subdivision 6 of Section 9.01 of the Willmar City Charter, including mailed notice to all neighboring property owners within a distance of six-hundred (600) feet of the portion of the right-of-way to be vacated, as shown in the attached Exhibit B.
7. The Council hereby refers this matter to the Planning Commission for its consideration and report to the Council pursuant to Charter Section 9.01.

Dated this 18th day of February, 2025.

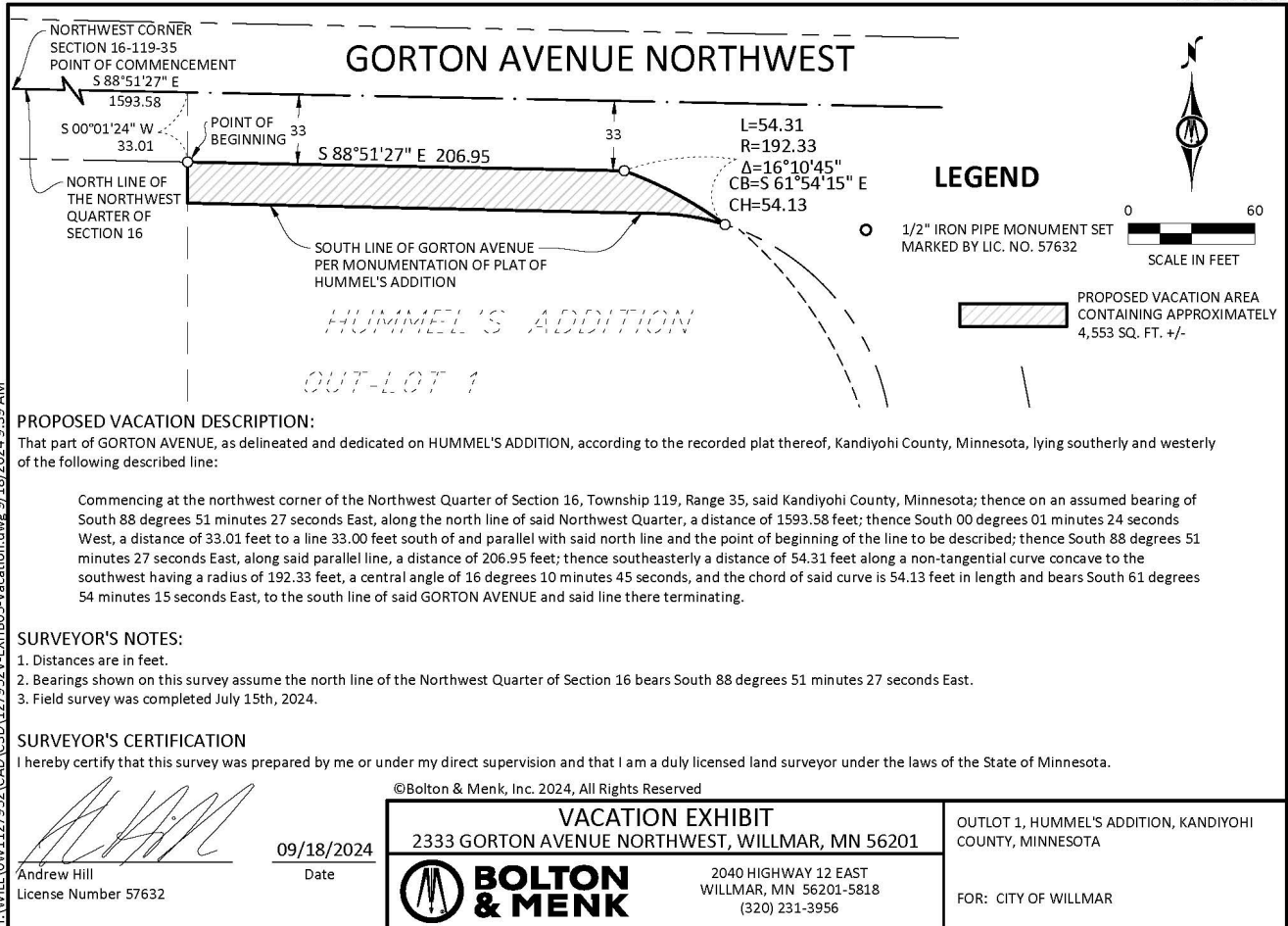
/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

Exhibit A
DEPICTION OF VACATION AREA

R35-T119-S16-21

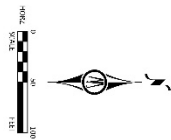


JOB NUMBER: OW1.127952 FIELD BOOK: DRAWN BY: FRD

Exhibit B

MAP AND LIST OF AFFECTED PROPERTY OWNERS

H:\WILL\OW\1127952\1\CAD\127952\ EXHIBIT 800-600ft Parcel Vacation.dwg 12/10/2025 7:28:45 AM



PARCELS WITHIN 600' LT OF VACATED GORTON AVENUE				
OWNER	OWNER'S ADDRESS	PROPERTY ADDRESS	APN	TOTAL AC.
95-916-2910	95-916-2910	95-916-2910	95-916-2910	1.21
95-916-3310	95-916-3310	95-916-3310	95-916-3310	1.21
95-380-0130	95-380-0130	95-380-0130	95-380-0130	1.21
95-380-0145	95-380-0145	95-380-0145	95-380-0145	1.21
95-380-0140	95-380-0140	95-380-0140	95-380-0140	1.21
95-380-0110	95-380-0110	95-380-0110	95-380-0110	1.21
95-380-0100	95-380-0100	95-380-0100	95-380-0100	1.21
95-380-0060	95-380-0060	95-380-0060	95-380-0060	1.21
95-380-0080	95-380-0080	95-380-0080	95-380-0080	1.21

Gorton Avenue Northwest Improvements
City of Willmar

December, 2024





City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	5.B.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Advertisement for Bids: Project No. 2503-C Technology Drive NE Improvements		

RECOMMENDED ACTION:

Adopt the resolution approving plans and specifications, and authorizing advertisement for bids on Project No. 2503-C

OVERVIEW:

Project No. 2503-C, the reclaim and overlay of Technology Drive NE, has been designed and is ready for bidding. Council action is required for the approval of plans and specifications and to authorize advertisement for bids. Bids are scheduled to be opened on March 26th at 1:30 p.m.

BUDGETARY/FISCAL ISSUES:

Funding sources for the project include assessments, bond proceeds and state aid.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. RESOLUTION- APPROVE SPECS & ADV. FOR BIDS PROJECT NO 2503-C
2. Project No. 2503-C Tech Drive Title Sheet

RESOLUTION NO. _____

**A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING
PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR PROJECT NO 2503-C.**

Motion By: _____ Second By: _____

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2503-C for the City of Willmar;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that:

Final plans and specifications are hereby approved, and publication of the advertisement for bids is herewith authorized. Bid packages will be publicly opened and read at the City Office Building, 333 Southwest Sixth Street, Willmar, Minnesota.

Dated this 3rd day of March, 2025

Mayor

Attest:

City Clerk

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF WILLMAR
KANDIYOHI COUNTY, MINNESOTA
TECHNOLOGY DRIVE

CONSTRUCTION PLAN FOR: RECLAIM BITUMINOUS PAVEMENT, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, CONCRETE CURB AND GUTTER
SPOT REPAIR, STORM SEWER STRUCTURE REPLACEMENTS, ADA IMPROVEMENTS

SAP 175-157-002 LOCATED ON TECHNOLOGY DRIVE FROM CIVIC CENTER DRIVE TO 23RD STREET NE (GEOGRAPHICAL DESCRIPTION)
FROM LOT 3 OF SECTION 1, T119N, R35W TO THE SE 1/4 OF THE NW 1/4 OF SECTION 1, T119N, R35W (LEGAL DESCRIPTION)

(SAP 175-157-002)			
GROSS LENGTH	3402.00	FEET	0.644 MILES
BRIDGE LENGTH	N/A	FEET	N/A MILES
EXCEPTION LENGTH	N/A	FEET	N/A MILES
NET LENGTH	3402.00	FEET	0.644 MILES

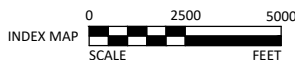
LENGTH AND DESCRIPTION BASED UPON
PROPOSED TECHNOLOGY DRIVE CENTERLINE

END PROJECT: SAP 175-157-002
(TECHNOLOGY DRIVE NE)
STA. 514+74.00

VICINITY MAP



TYPICAL PLAN SCALE
UNLESS OTHERWISE NOTED:



PROJECT LOCATION



CITY: WILLMAR
COUNTY: KANDIYOHI
DISTRICT: #8

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY
QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL
WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE / UESI
/ CI 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING
AND DOCUMENTING EXISTING UTILITIES."



MINN. PROJ. NO. STATE FUNDS

--- GOVERNING SPECIFICATIONS ---
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN
ACCORDANCE WITH THE LATEST "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"
(MN MUTCD) AND PART VI, THE LATEST "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL
DEVICES.

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	LEGEND
3	CONSTRUCTION NOTES
4	STATEMENT OF ESTIMATED QUANTITIES
5	TABULATIONS
6-7	TYPICAL SECTIONS, DETAILS
8-13	PEDESTRIAN CURB RAMP DETAILS
14-17	EROSION & SEDIMENT CONTROL PLAN
18-19	STORM SEWER PLAN & PROFILE
20-27	STREET PLAN
28	PHASING PLAN
29	TRAFFIC CONTROL PLAN

THIS PLAN SET CONTAINS 29 SHEETS.

ROADWAY NAME: TECHNOLOGY DRIVE NE
PRESENT ADT (2023): 629
PROJECTED ADT (2025): 629
FUNCTIONAL CLASSIFICATION: URBAN LOCAL
NO. & WIDTH OF TRAFFIC LANES: 2-11 FT
NO. OF PARKING LANES: 0
SHOULDER WIDTH (FEET): 2

Design Engineer: I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date 02/20/2025 License Number 46291

Approved: City of Willmar Engineer Date 02/20/2025

District State Aid Engineer:
Reviewed for compliance with State Aid and Federal Aid Rules/Policy

Approved for State Aid and Federal Aid Funding: State Aid Engineer



2040 HIGHWAY 12 EAST
WILLMAR, MN 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
SJJ			
DRAWN			
KMD, DML			
CHECKED			
JJH			
CLIENT PROJ. NO.			
OW1.133493 / 2503-C			

CITY OF WILLMAR, MINNESOTA
STREET IMPROVEMENT PROJECT - TECHNOLOGY DRIVE S.A.P. 175-157-002
TITLE SHEET

SHEET
1
OF
29



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	5.C.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Justin DeLeeuw, Public Works Director
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	2026 Improvement Projects Intent to Reimburse		

RECOMMENDED ACTION:

Adopt a resolution to reimburse costs incurred for the 2026 Street and Utility Improvement Projects.

OVERVIEW:

The City Council received the Preliminary Engineering Report for the 2026 Street and Utility Improvement Projects at the October 7th, 2024, council meeting. Before incurring costs on these projects, the Council must adopt the Intent to Reimburse resolution to ensure the City will be refunded for said costs.

BUDGETARY/FISCAL ISSUES:

The Intent to Reimburse resolution ensures that the bond issue covers the project costs.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Intent to Reimburse Bond Resolution 2026 Improvement Projects

RESOLUTION NO. ____

RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

Motion By:_____ Second By:_____

BE IT RESOLVED, by the City Council (the "Council") of the City of Willmar, Minnesota (the "City"), as follows:

1. Recitals.

A. The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

B. The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

C. The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

D. The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

A. Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A, which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

B. Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

C. Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

D. The Council shall be advised from time to time on the desirability and timing of the issuance of

reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the “reimbursement allocations” described in the Regulations, being generally written allocations that evidence the City’s use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 3rd day of March, 2025, by the Willmar City Council

MAYOR

Attest:

CITY CLERK

EXHIBIT A

DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting City Clerk of the City of Willmar, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Willmar City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.
2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed: 2026 Street Improvements Bond.
3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$14,313,200.00 is the maximum principal amount of the Bonds, which will be issued to finance the Project.
4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.
5. As of the Date thereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Dated: March 3rd, 2025

Vernae Larsen
City Clerk
City of Willmar, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of Willmar, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on March 3rd, 2025. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member _____ moved the adoption of the Resolution, which motion was seconded by Council Member _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect, and no action has been taken by the Council, which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Clerk of the City of Willmar, Minnesota, this 3rd day of March, 2025.

City Clerk
City of Willmar, Minnesota



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	5.D.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Willmar High School Trap Team Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Willmar High School Trap Team Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar High School Trap Team Lawful Gambling Application

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Willmar High School trap Team Previous Gambling Permit Number: X- 94147-24-006
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____
 Mailing Address: 1609 College Park CIR
 City: Willmar State: MN Zip: 56201 County: Kandiyohi
 Name of Chief Executive Officer (CEO): Daniel O'Meara
 CEO Daytime Phone: (320) 295-9835 CEO Email: dromeara@hotmail.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): heckthehunter@hotmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Willmar Trap Range
 Physical Address (do not use P.O. box): 3000 75th St SW
 Check one:
☒ City: Willmar Zip: 56201 County: Kandiyohi
☐ Township: _____ Zip: _____ County: _____
 Date(s) of activity (for raffles, indicate the date of the drawing): 05/28/2025

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

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

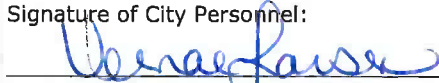
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)
**CITY APPROVAL
for a gambling premises
located within city limits**

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

 Print City Name: City of Willmar

Signature of City Personnel:



 Title: City Clerk Date: 2/10/25

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

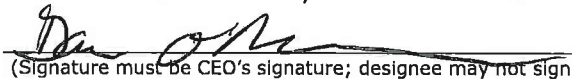
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

 Chief Executive Officer's Signature:  Date: 2-18-25
 (Signature must be CEO's signature; designee may not sign)

 Print Name: DAN O'HEARA
REQUIREMENTS
Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS
Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 2/13/25 - 2/26/25		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

Reduction of Departmental Budgets by amounts approved.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Payment History 2.13.25 - 2.26.25
2. EFT 576-577

Vendor Payment Listing

February 13, 2025 thru February 26, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104192	Aaron Reich	0214256784	73871	1,437.00	Scan Tool Update
103111	ACCESS LIFTS	M41035A-13	73872	613.00	Vertical Platform Lift
103800	AFLAC	220113	73873	775.43	premiums w/h from employees Feb
102061	ALEX AIR APPARATUS 2 LLC	INV-51622	73874	135.83	BDX 6"" side zip boot size 10.5
103557	AMAZON CAPITAL SERVICES	1Y6G-3FQ7-1G9M	73875	122.97	FLOWERS
103557	AMAZON CAPITAL SERVICES	1XQM-3P3G-1NYC	73875	67.83	Door Signs
103557	AMAZON CAPITAL SERVICES	1IQN-NXHF-MFDY	73875	33.08	Office Supplies
103557	AMAZON CAPITAL SERVICES	1LVK-QCGJ-H4CX	73875	20.49	8 pack Kleenexes for I.S. staff
103557	AMAZON CAPITAL SERVICES	1QQR-GC1L-WJFN	73875	479.98	(2) Seagate ST10000VE001 for March NVRs
103557	AMAZON CAPITAL SERVICES	167J-NX1F-4FMV	73875	21.82	Stowaway Boxes for Extra Squad Keys
103557	AMAZON CAPITAL SERVICES	1JLF-VJC7-JW93	73875	148.00	Scrubber
103557	AMAZON CAPITAL SERVICES	1RWJ-N71F-9TNQ	73875	100.99	Plotter ink
103557	AMAZON CAPITAL SERVICES	1XQV-Y7TC-4WHX	73875	22.99	Chair cylinder replacement
103557	AMAZON CAPITAL SERVICES	1JNC-TYN6-4LTP	73875	48.43	iPhone cases
103557	AMAZON CAPITAL SERVICES	1CQQ-XR7H-DMFG	73875	163.58	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	1DW9-DDR1-6HHT	73875	88.96	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	1F6G-4M43-94JP	73875	171.48	Door Alarms for Events/Rec Center
103557	AMAZON CAPITAL SERVICES	1CY1-JXRC-3313	73875	69.98	USB Wi-Fi adapters
103557	AMAZON CAPITAL SERVICES	14TH-H16D-3JW7	73875	9.49	Phone case holder for Rec Center
100057	AMERICAN WELDING & GAS INC	0010660911	73876	1,220.97	Fire extinguisher refills & inspection
100057	AMERICAN WELDING & GAS INC	0010638390	73876	40.52	Cylinder rent
101253	ASCAP	500578878 STMT02/25	73877	469.75	Music Liscense
103610	AUSTIN INCORPORATED	59165	73878	120.00	2/17/25 pumped 1 load
103610	AUSTIN INCORPORATED	59237	73878	120.00	septic pumping
104080	B&F Fastener Supply	80014462-00	73879	19.02	Markers, Paint markers, Bolts
104080	B&F Fastener Supply	80013299-00	73879	11.76	Impact driver bits
104080	B&F Fastener Supply	80014570-00	73879	123.19	Screws, Utility knife
104080	B&F Fastener Supply	80013662-00	73879	625.29	Harness
104080	B&F Fastener Supply	80014747-00	73879	0.92	Bolts
104080	B&F Fastener Supply	80015063-00	73879	99.46	Cable ties
104080	B&F Fastener Supply	80015055-00	73879	8.42	Nuts and Bolts
103482	BAKER TILLY MUNICIPAL ADVISORS	BTMA30169	73880	14,251.33	2024 Tif Creation Housing (trident)
100103	BERNICK'S PEPSI-COLA CO	I68355	73881	170.10	Coffee
101010	BOLTON & MENK INC	0356718	73882	4,522.50	Lifelink III Willmar Hanger
101010	BOLTON & MENK INC	0356704	73882	23,313.06	Jan 1-31 Engineering Prof. Services
101010	BOLTON & MENK INC	0356705	73882	115,343.50	2025-26 Feasibility Report
101010	BOLTON & MENK INC	0356715	73882	18,511.50	Project No. 2503-B Prof. Services
101010	BOLTON & MENK INC	0356716	73882	16,767.00	Project No. 2503-C Prof. Services
101010	BOLTON & MENK INC	0356702	73882	19,071.40	Project No. 2503 Prof. Services
101010	BOLTON & MENK INC	0356710	73882	6,209.20	ELLS 7, 8 & 9 Prof. Services
101010	BOLTON & MENK INC	0356717	73882	13,047.00	TH 40 Turn Lanes Prof. Services
101010	BOLTON & MENK INC	0356712	73882	6,286.60	Project No. 2301-A Prof. Services
101010	BOLTON & MENK INC	0356714	73882	4,200.00	Overflow & stormwater reuse grant
101010	BOLTON & MENK INC	0356706	73882	11,911.00	Project No. 2501-A Prof. Services
101010	BOLTON & MENK INC	0356709	73882	5,130.00	City Engineer 1-4-1-31 Prof Services
101010	BOLTON & MENK INC	0356711	73882	32,947.00	Willmar/Fiber Network
101010	BOLTON & MENK INC	0356713	73882	8,023.50	Willmar/Outdoor Covered Rink
101010	BOLTON & MENK INC	0354694	73882	6,536.50	Willmar/20th St SE & 2nd Ave SE
101010	BOLTON & MENK INC	0356701	73883	1,709.50	Project No. 2404-B Prof. Services
101010	BOLTON & MENK INC	0356707	73883	1,801.00	Project No. 2503-E County Prof. Services
101010	BOLTON & MENK INC	0356700	73883	4,198.00	Project No. 2401-B Prof. Services
101010	BOLTON & MENK INC	0356708	73883	4,066.00	Willmar/BNSF TH 40 Repair
101010	BOLTON & MENK INC	034996-2	73883	1,844.50	Willmar/Bike and Ped Master Plan
101010	BOLTON & MENK INC	0356703	73883	2,501.50	Willmar/2023 Trott Regional Stormwater
101010	BOLTON & MENK INC	0354698	73883	801.00	Willmar/Bike and Ped Master Plan
101896	BRAD'S PLUMBING	7939	73884	2,484.87	EYE WASH
103181	BULLET PROOF MECHANICAL SERV	11103	73885	259.00	Fridge in Rec Center Concessions
103993	Calibrations and Controls, Inc.	INV-21425	73886	4,260.00	Calibrate flow meters
103993	Calibrations and Controls, Inc.	INV-21424	73886	1,775.00	Calibrate gas meters
103390	CENTRACARE	727350471	73887	35.00	Drug test S Carlson

Vendor Payment Listing

February 13, 2025 thru February 26, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
101259	CENTRAL COUNTIES COOPERATIVE	46514	73888	3,901.48	weed killer
103908	CENTRAL MN SCREEN PRINTING	1269	73889	60.00	Logos for CERT
100154	CHAMBERLAIN OIL CO	500879-00	73890	852.40	Screw pump grease
100736	CHARTER COMMUNICATIONS	175505001022125	73891	141.45	Feb/Mar TV
104086	Christopher Corbett	02122025	73892	354.96	Mileage, hotel stay, lyft charge for Conference
101708	CINTAS CORPORATION	5253637807	73893	172.34	Cintas
103708	CITY LINE TOWING	25-07286	73894	195.00	Tow for ICR 25001653
101335	COALITION OF GREATER MN CITIES	10771	73895	170.00	Christopher and Audrey Legislative action day
104070	Column Software PBC	B15E1683-0072	73896	78.58	Publish Ordinance #1533 Cannabis Ordinance
104070	Column Software PBC	B15E1683-0073	73896	67.11	Publish Ord #1534 amend Ord 1060
103677	COORDINATED BUSINESS SYSTEMS	INV442453	73897	152.13	Managed Print Services
104251	Counties Providing Technology	2728	73898	100.00	C. Kveene MN Tech Connect conference
103952	CUSTOM INTERIORS & CO. INC.	DWNPYMNT-02212025	73899	1,500.00	J. Johnson standing desk downpayment
103686	D&D ELECTRIC LLC	5204	73900	1,903.22	Town garage door repairs
100212	DOOLEY'S PETROLEUM INC	33794	73901	458.64	Propane
100212	DOOLEY'S PETROLEUM INC	33803	73901	290.19	Propane
100212	DOOLEY'S PETROLEUM INC	652909	73901	19,520.00	Diesel & unleaded fuel
100212	DOOLEY'S PETROLEUM INC	680715	73901	21,257.33	Diesel & unleaded fuel
104183	DSC Communications	2501977	73902	4,239.00	(6) headsets and cables St. Armer Grant
100788	ELECTRIC PUMP INC	029643	73903	4,081.50	P.M. on JOTs, Mnwest liftstation pumps
103743	EMERGENCY SERVICES MARKETING C	INV8210	73904	660.00	Iam Responding Subscription
101567	ETTERMAN ENTERPRISES	366380	73905	41.64	screws
103002	FARM-RITE EQUIPMENT	P55381	73906	354.09	Blower Motor
103002	FARM-RITE EQUIPMENT	P55477	73906	402.14	Filters
103002	FARM-RITE EQUIPMENT	P55474	73906	13.63	Plug
100810	FERGUSON ENTERPRISES INC	1339979	73907	75.80	Tubing, ceiling flange, split ring hanger
100810	FERGUSON ENTERPRISES INC	1336659	73907	350.94	Plumbing supplies for bathroom
100810	FERGUSON ENTERPRISES INC	1337894	73907	299.86	Plumbing supplies for eye wash station
100810	FERGUSON ENTERPRISES INC	1338610	73907	77.16	Brass tee, adapter, boiler drain valve
100810	FERGUSON ENTERPRISES INC	1328351	73907	109.53	Plumbing supplies for bathroom
100810	FERGUSON ENTERPRISES INC	1333060	73907	335.11	Plumbing supplies for eyewash station
100810	FERGUSON ENTERPRISES INC	1354386	73907	1.55	Plastic pipe support bend
100810	FERGUSON ENTERPRISES INC	1368290	73907	27.98	Plumbing supplies for bathroom
102973	FLEETPRIDE	123606558	73908	602.99	filters
102973	FLEETPRIDE	123647504	73908	96.10	filters
102973	FLEETPRIDE	123657098	73908	253.51	filters
103459	FRAMEWORK INC	003811	73909	2,339.00	Web Hosting
100288	GALLS LLC	030372391	73910	210.33	Holster for Officer E. Rodriguez
100293	GENERAL MAILING SERVICES	72635	73911	11.67	Mailing Service
100293	GENERAL MAILING SERVICES	72558	73911	180.01	Postage
100293	GENERAL MAILING SERVICES	72501	73911	152.75	01/27-01/31/25
100293	GENERAL MAILING SERVICES	72640	73911	299.18	2/3-2/7/25
100293	GENERAL MAILING SERVICES	72692	73911	244.17	02/10-02/14/25
100293	GENERAL MAILING SERVICES	72735	73911	185.92	02/17-02/21/2025
102835	GOODIN COMPANY	5458822-00	73912	156.20	Pressure switches
100786	GRAINGER INC	9354972938	73913	24.83	Binding Post
103466	GREAT PLACES MINNESOTA	15376	73914	500.00	Advertising
101504	GREENSPRING MEDIA GROUP	2025ci-6889	73915	410.00	Digital Advertising
103765	HARRY'S FROZEN FOOD	77117	73916	437.50	Concessions
102608	HARTLAND OFFICIALS ASSOCIATION	022425	73917	1,530.00	Winter Volleyball Officials
100324	HAUG IMPLEMENT CO - JOHN DEERE	512187	73918	438.60	Hy-gaurd
100324	HAUG IMPLEMENT CO - JOHN DEERE	512194	73918	390.52	Hydrau XR
100325	HAWKINS INC	6989748	73919	597.47	Bleach
103874	HENRY SCHEIN, INC	31451755	73920	105.91	BP kit cuff, compress cold instant
103760	HOMETOWN FIBER	4938	73921	14,602.50	Connect Willmar Initiative
102110	HUMANE SOCIETY OF KANDIYOHI	55929	73922	12,008.50	Jan-March 2025 Boarding
102486	IN CONTROL INC	S-INV02340	73923	3,276.00	Headworks VFD repair's
103023	INNOVATIVE OFFICE SOLUTIONS	IN4774756	73924	4.83	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4765874	73924	457.28	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4775758	73924	26.78	Office Supplies

Vendor Payment Listing

February 13, 2025 thru February 26, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103023	INNOVATIVE OFFICE SOLUTIONS	IN4776866	73924	35.86	Office Supplies
100867	KANDI STEEL AND FAB	7112	73925	44.60	Angle iron 2x2 for bandshell floor repair
100867	KANDI STEEL AND FAB	7113	73925	1,590.00	Metal for wall repair
101507	KANDIYOHI CO SHERIFF'S DEPT	2025-21	73926	100.00	Reimburse KCSO for WPD portion of Negotiator Trng
101507	KANDIYOHI CO SHERIFF'S DEPT	2025-26	73926	850.00	Cornerhouse Training Registration
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/02-25	73927	1,508.78	Kandi Co-op Electric
103138	KING'S ELECTRIC LLC	3254	73928	460.00	GBT electrical repair
103138	KING'S ELECTRIC LLC	3250	73928	205.00	HVAC strobes
103138	KING'S ELECTRIC LLC	3261	73928	299.44	Admin office LED lighting
102498	KRIS ENGINEERING INC	40926	73929	2,091.68	Cutting edges
102498	KRIS ENGINEERING INC	41031	73929	6,105.12	Cutting edges for plows and grader
102498	KRIS ENGINEERING INC	39117	73929	(506.74)	Cutting edges
102187	LAKELAND MEDIA	IN-125015566	73930	1,700.00	Advertising
100983	LEAGUE OF MN CITIES INS TRUST	9465	73931	1,250.00	Tree damage claim
103226	LOCAL GOV'T INFORMATION SYS.	110019	73932	13,622.50	LOGIS Internet/ESA/PIMS quarter 1; FY25 sysdev fee
103226	LOCAL GOV'T INFORMATION SYS.	117041	73932	77.50	LOGIS switch redundant firewall config change
102593	LOFFLER COMPANIES	4944585	73933	325.55	Standalone printer prints
102593	LOFFLER COMPANIES	4934002	73933	34.45	Telephone Charges
100424	M-R SIGN CO INC	226916	73934	223.53	Signs
100424	M-R SIGN CO INC	226942	73934	63.85	Sidewalk Closed Sign
100424	M-R SIGN CO INC	226969	73934	63.90	Street Signs
100424	M-R SIGN CO INC	227008	73934	244.44	No Parking Signs
103263	M.D. GRAPHICS	9008	73935	61.00	reflective,pinstripe tape & clr stone guard#213808
100449	MENARDS	90197	73936	15.99	Flexible bit driver
100449	MENARDS	90283	73936	17.98	Air hose and fitting
100449	MENARDS	90231	73936	126.84	Plumbing fittings, supplies
100449	MENARDS	90488	73936	43.79	Adhesive remover
100449	MENARDS	89905	73936	219.42	Small Tools
100449	MENARDS	90516	73936	38.99	Hand soap, gloves, toilet bowl cleaner
100449	MENARDS	90625	73936	41.90	Coffee and Filters
100449	MENARDS	90532	73936	33.40	Batteries
100449	MENARDS	90758	73936	9.46	bulbs
100449	MENARDS	90792	73936	33.94	PALLETS
100449	MENARDS	90748	73936	63.31	Pliers, Hammers, wrench, cleaner
102201	MESERB	021925	73937	175.00	MESERB fall conferance
102699	MIKE'S SMALL ENGINE CENTER	32247	73938	709.99	Chainsaw
102699	MIKE'S SMALL ENGINE CENTER	32279	73938	41.95	Plastic wedges, Filler cap
102699	MIKE'S SMALL ENGINE CENTER	32339	73938	139.99	Chaps
103729	MILLS PARTS CENTER	6360508	73939	26.25	Washer Hose
101805	MINI BIFF LLC	11299	73940	207.06	Mini Biff Robbins Island
101797	MOTOROLA SOLUTIONS INC	8282073431	73941	3,145.68	(8) chargers, (6) single unit chargers
101797	MOTOROLA SOLUTIONS INC	8282071552	73941	36,711.84	Portable radios
100539	MTI DISTRIBUTING CO	1430316-00	73942	39,564.73	Captial Project- Toro 5040 Sandpro
100541	MUNICIPAL UTILITIES	STMT/01-2025	73943	55,139.82	Municipal Utilites - Jan 2025
100544	MVTL LABORATORIES INC	1293575	73944	314.25	Lab test's
100544	MVTL LABORATORIES INC	1294197	73944	82.25	Lab test's
104058	New London Area Chamber	02242025	73945	400.00	CVB Membership
103831	NFSA	INV-59939-M5M1W9	73946	50.00	2025 Dues
103605	NORTH CENTRAL INTERNATIONAL	X201139603:01	73947	117.17	Blower Motor
103605	NORTH CENTRAL INTERNATIONAL	X201139503:01	73947	151.48	Filter
103605	NORTH CENTRAL INTERNATIONAL	R201001193:01	73947	533.19	Check Engine Light
103605	NORTH CENTRAL INTERNATIONAL	R201001276:01	73947	201.40	Check engine light
103605	NORTH CENTRAL INTERNATIONAL	R201001277:01	73947	1,214.64	Check engine light Nelsons
102543	PAT'S GRAPHICS	15574	73948	72.00	Sign for fuel pumps
104252	PreCise MRM LLC	IN200-2003670	73949	548.85	Road Temp Sensor
100624	PRINT MASTERS	93581	73950	47.00	Mid-Minnesota Toast Posters
102719	PRO COLOR GRAPHICS	8125	73951	69.95	Mid-Minnesota Toast Tickets
104249	QT Petroleum on Demand LLC	1859-SP2024	73952	1,135.25	Base Network Access Support Agreement.
100639	RAMBOW INC	663202	73953	805.50	League Championship Shirts
100639	RAMBOW INC	663204	73953	484.00	Hockey Championship Shirts

Vendor Payment Listing

February 13, 2025 thru February 26, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100665	RULE TIRE SHOP	1-74832	73954	224.04	Sander Parts
100665	RULE TIRE SHOP	1-74903	73954	891.00	tire
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/01-2025	73955	719.25	Equipment Repair Parts - January 2025
900094	ST LOUIS MRO INC	64379	73956	20.00	Drug screen collection W Greely
103302	STEELE/JASON	022625	73957	20.33	Personal reimbursement ""sampler parts""
103256	STEINBEISSER AUTO REPAIR LLC	20484	73958	571.19	White Dodge No Start
102555	SUMMIT FIRE PROTECTION	3047819	73959	215.95	Fire alarm panel repair
104253	Twins Ballpark LLC	41291763	73960	860.00	MN Twins Game- 5/21
103795	TYLER TECHNOLOGIES, INC	045-505467	73961	1,400.00	Feb 5, 2025, Watts/Talbot Remote Training
103143	US BANK EQUIPMENT FINANCE	549587046	73962	902.16	500-0664928-000/001
100777	VIKING COCA-COLA BOTTLING CO	3573293	73963	2,003.65	Concessions
100777	VIKING COCA-COLA BOTTLING CO	3564879	73963	2,047.50	Concessions
100805	WEST CENTRAL SANITATION	13353198	73964	249.15	Recycling
100805	WEST CENTRAL SANITATION	13352615	73964	55.68	Recycling
100809	WESTBERG, EISCHENS PLLP	79237	73965	80.00	1099 preparation for 2024
104032	Willmar Area League of Women Voters	021825	73966	1,200.00	Healthy Earth, Healthy Kids Event - Jennie-O Spons
102689	WILLMAR AUTO VALUE	22555179	73967	489.76	Alt. & Belt Kit
102689	WILLMAR AUTO VALUE	22555517	73967	(77.78)	Core Return
102689	WILLMAR AUTO VALUE	22556510	73967	202.49	Battery
102689	WILLMAR AUTO VALUE	22555702	73967	75.99	Fuel Pump Mod.
102689	WILLMAR AUTO VALUE	22556670	73967	118.87	spark plugs and coil boots
102689	WILLMAR AUTO VALUE	22556511	73967	116.99	Throttle Body
102689	WILLMAR AUTO VALUE	22556911	73967	33.87	Hyd. Fittings
102689	WILLMAR AUTO VALUE	22555127	73967	44.99	Whip Hose for Zam
102689	WILLMAR AUTO VALUE	22557465	73967	213.47	Battery's
102689	WILLMAR AUTO VALUE	22557377	73967	231.43	Battery
102689	WILLMAR AUTO VALUE	22557207	73967	231.43	Battery
102689	WILLMAR AUTO VALUE	22557632	73967	214.48	Battery/ tire lube
102689	WILLMAR AUTO VALUE	22557797	73967	313.48	Battery
102689	WILLMAR AUTO VALUE	22558044	73967	77.94	Hyd. Fittings
102689	WILLMAR AUTO VALUE	22558046	73967	124.93	Battery Maintainer

Total 628,211.46

Vendor Payment Listing

February 13, 2025 thru February 26, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100492	MN DEPT OF REVENUE	STMT/01-25	576	5,024.13	SALES AND FUEL TAX - JAN 2025
100467	CENTERPOINT ENERGY	STMT/01-2025	577	15,788.18	NATURAL GAS JAN 2025
			Total	20,812.31	



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	9.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant
Item:	Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025		

RECOMMENDED ACTION:

OVERVIEW:

On February 24, 2025, the Willmar Municipal Utilities Commission approved Resolution No. 9, Real Property Purchase Agreement. Willmar Municipal Utilities General Manager Jeron Smith will be in attendance to discuss this agenda item with the City Council.

If the City Council believes it is necessary to better understand and evaluate the actions taken by the Willmar Municipal Utilities Commission, it may choose to defer the approval of the action taken by the Willmar Municipal Utilities Commission's decision by resolution. This deferral will be for a period not to exceed 30 days or until the next scheduled city council meeting, in accordance with City Charter, Section 4.05, Subdivision 5.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

Approve the Minutes as presented

ATTACHMENTS:

1. 2.24.24 MUC Meeting Minutes{updated}-2
2. Defer Action - Resolution
3. Property Purchase (WMU Buyer)



SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – February 24, 2025

11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) held its regularly scheduled meeting on Monday, February 24, 2025, at 11:45 a.m. in the WMU Auditorium. Commissioners present were Shawn Mueske, John Kennedy, Dave Baumgart, and Patricia Elizondo, meeting the quorum requirement. Commissioners Terrill Sieck, Bruce DeBleck, and Carol Laumer were absent.

Others present at the meeting included Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Coordinator Mike Sangren, Engineering Technician III Dave Andrist, Line Department Ed Zurn, Executive Secretary Abby Ahrendt, City Councilman Tom Gilbertson, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Jennifer Kotila.

The meeting began with the recitation of the Pledge of Allegiance. President Mueske then asked if any changes were needed to the agenda. Hearing none, a resolution to approve the consent agenda was requested. After review and discussion, Commissioner Baumgart offered a resolution to approve the consent agenda as presented, which was seconded by Commissioner Kennedy.

RESOLUTION NO. 8 PAYMENT OF BILLS

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the consent agenda be approved as presented which includes:

- ❖ Minutes from February 10, 2025, MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20250290 to No. 20250341 and associated wire transfers inclusive in the amount of \$1,369,712.13.

Dated this 24th day of February 2025.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of 4 ayes and 0 nays.

RESOLUTION NO. 7 AMENDING RESOLUTION NO 4

Finance & Office Services Supervisor Prekker presented a request to amend Resolution No. 4, which was approved at the January 27th MUC meeting, to clarify the proposed changes to add current General Manager Jeron Smith as an official signatory and remove previous General Manager John Harren. Commissioner Baumgart made a motion to approve the amendment as presented, which was seconded by Commissioner Elizondo.

The foregoing resolution was adopted by a vote of 4 ayes and 0 nays.

RESOLUTION NO. 9 REAL PROPERTY PURCHASE AGREEMENT

Facilities and Maintenance Supervisor Marti introduced the land purchase agreement for Parcel # 33-013-3800, for the purpose of construction of a new facility building. He noted the agreement met the initial property criteria, and due to the property being outside city limits, additional considerations were required. Commissioner Kennedy motioned to approve the purchase agreement, seconded by Commissioner Baumgart.

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Real Property in Kandiyohi County Purchase Agreement for Parcel 33-013-0380 between the Willmar Municipal Utilities and Haug Properties, LLC, for the land acquisition of 27.4 acres required for the WMU Facility Building Project (New facility) be approved in the amount of \$600,000.”

Dated this 24th day of February 2025.

President

ATTEST:

Secretary

The foregoing resolution was adopted by a vote of 4 ayes and 0 nays.

Information Systems Coordinator Sangren provided an update on White Oak Security’s assessment, conducted in July 2024, as part of a two-year contract. The assessment identified internal and external vulnerabilities, including an email exchange server issue resolved by migrating to the cloud. Externally, outdated website software was updated by the hosting provider, addressing the vulnerabilities. Sangren confirmed that all issues have been resolved with the next assessment scheduled for July 2025.

Engineering Technician III Andrist presented the 2024 Year-End Review and 2025 Preview, covering Capital Improvement Projects (CIP), maintenance, administrative initiatives, distribution CIP, and upcoming goals. Andrist confirmed project expenses are within budget. Andrist noted ongoing discussions to incorporate city, county, and utility infrastructure into the GIS mapping

Line Department Supervisor Zurn presented the Electric Distribution 2024 Year-End Review, covering Capital Improvement Purchases, Completed Goals (Capital/O&M), Annual Electric Reliability Performance, and the 2025 Preview and Goals.

Upcoming events to note:

- ❖ MUC Retreat Friday March 21st at 10:30am – Heritage Bank
- ❖ Labor Committee Meeting Friday March 21, 2025, at 4:00pm
- ❖ APPA National Conference (New Orleans, LA): June 6-11

There being no further business to come before the Commission, Commissioner Baumgart made a motion to adjourn. Commissioner Kennedy seconded the motion, which was carried by a vote of 4 ayes and 0 nays. The meeting was adjourned at 12:24 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Dave Baumgart, Secretary

RESOLUTION NO.

**A RESOLUTION TO DEFER COUNCIL ACTION ON WILLMAR MUNICIPAL UTILITIES COMMISSION
RESOLUTION NO. 9**

Motion By: _____

Second By: _____

WHEREAS, the Willmar City Charter Section 4.05, Subdivision 5, allows the Willmar City Council to overrule any decision, motion, resolution, rule, regulation, or order of the Willmar Municipal Utilities Commission (Commission) at its next meeting following the City Clerk's receipt of the minutes of the Commission, but further provides that if the council desires to consider the matter further it may by resolution defer action on the matter for a period not to exceed 30 days or to the next scheduled city council meeting.

WHEREAS, the Commission acted and approved its Resolution No. 9, Real Property Purchase Agreement, at its February 24, 2025, meeting.

WHEREAS, the Willmar City Council desires to consider Resolution No. 9, Real Property Purchase Agreement, further in order gather and review additional information concerning the real estate transaction that is the subject the purchase agreement approved by the Commission in its Resolution No. 9.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar, that pursuant to Charter Section 4.05, Subdivision 5, the City Council hereby defers council action on the matter of Resolution No. 9, Real Property Purchase Agreement, approved by the Commission on February 24, 2025, for a period of 30 days.

Dated this 3rd day of March 2025

MAYOR

Attest:

CITY CLERK

VACANT PROPERTY PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of this 21st day of February, 2025, between Haug Properties, LLC, a limited liability company under the laws of the State of Minnesota ("Seller"), and the Willmar Municipal Utilities Commission, an instrumentality of the City of Willmar, Minnesota, 700 SW Litchfield Avenue, Willmar, MN 56201, its successors and assigns ("Buyer"); (collectively the "Parties").

In consideration of the covenants and agreements of the Parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property (collectively, the "Property"):
 - a. **Real Property.** The real property in Kandiyohi County, Minnesota, consisting of Parcel I.D. No. 33-013-0380, totaling approximately 27.4 acres, as legally described on the attached Exhibit A, (collectively the "Land"), together with all easements and rights benefiting or appurtenant to the Land and Improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the "Real Property" or the "Property"). A depiction of the Real Property to be conveyed by Seller to Buyer pursuant to this Agreement is attached hereto as Exhibit B.
 - b. **Leases.** Seller warrants that any and all leases relating to the Property have been or will be terminated prior to the Closing Date. Seller shall disclose all leases pertaining to the Property to Buyer.
 - c. **Permits.** Seller's interests in any certificates, permits, variances, licenses and approvals which benefit or relate to the Property and its current use ("Permits").
 - d. **Warranties.** Seller's interest in all warranties and guaranties, if any, given to, assigned to or benefiting Seller or the Real Property, regarding the acquisition, construction, design, use, operation, management or maintenance of the Property ("Warranties").
 - e. **Plans.** All blueprints, shop drawings, surveys, studies, plans and specifications regarding the Real Property that are in the possession of or readily available to Seller or its agents (the "Plans").
 - f. **Records.** All records regarding the Real Property ("Records") that are in possession of the Seller, or its Seller's contract manager, except those that are proprietary to Seller or which are normally viewed as confidential.
 - g. **Proceeds.** Seller's interest in and to any insurance or condemnation proceeds hereinafter received relating to any of the Property (the "Proceeds").

2. **PURCHASE PRICE, MANNER OF PAYMENT, AND OTHER**

CONSIDERATION. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Six Hundred Thousand and No/100ths Dollars (\$600,000.00), which shall be paid as follows:

- a. Ten Thousand and No/100ths Dollars (\$10,000.00) as earnest money upon execution of this Agreement by the Buyer. The earnest money shall be deposited by the Buyer in the non-interest-bearing trust account of the Title Company within five (5) business days of the date of this Agreement.
 - b. Five Hundred Ninety Thousand and No/100ths Dollars (\$590,000.00) in cash or other immediately available funds on the Closing Date, as defined below.
 - c. After the Closing Date, Buyer intends to enter into an agricultural lease with Seller pursuant to which Buyer leases a portion(s) of the Land deemed surplus to Buyer's facility development needs, in Buyer's sole discretion, for agricultural purposes, for nominal or below market rent, for a term not to exceed five (5) years. Any such lease shall be executed separately from this Agreement after Closing.
3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on a date mutually acceptable to Seller and Buyer, but no later than sixty (60) days after the Inspection/Due Diligence Period described in Section 9 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 6 (the "Closing Date"). The Closing shall take place at the Title Company, as hereinafter defined, or at such other place as may be agreed to mutually by the Parties. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.
- a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):
 - i. Deed. A General Warranty Deed (with statement regarding any wells on the Property), in a form reasonably satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances, except the "Permitted Exceptions" determined pursuant to Section 6 hereof.
 - ii. Seller's Affidavits. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no labor or material furnished to the Property for which payment has not been made for which mechanics' liens could be filed; that there are no other unrecorded interests in the Property; and that there are no encroachment or survey issues of which Seller is aware; together with whatever standard owner's affidavit and/or indemnity which may be

reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 6 of this Agreement.

- iii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
- iv. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- v. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property as provided herein, if the same is in Seller's possession or control.
- vi. Title Policy. A title policy, or a marked-up Title Commitment, meeting the requirements of Section 6.
- vii. Subdivision. Evidence that the Property has been legally subdivided in accordance with the Subdivision Ordinance of the City of Willmar.
- viii. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.

b. **Buyer's Closing Documents**. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):

- i. Purchase Price. The Purchase Price, minus the Earnest Money, if any, by check or wire transfer.

4. **CONTINGENCIES**. The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- a. Buyer shall have received written confirmation from the City of Willmar, Kandiyohi County, or Willmar township, as applicable, that the facility proposed to be constructed on the Property by Buyer complies with all applicable zoning and other land use regulations.
- b. On or before the Closing Date, Buyer shall have either (i) entered into an agreement, in a form satisfactory to Buyer, with the City of Willmar for the extension of watermain and sanitary sewer service to the Property; (ii) received a permit from the City of Willmar, Kandiyohi County, or Willmar Township, as applicable, for the Buyer's installation of a watermain and a wastewater line in the public right-of-way and connection to the City of Willmar's sanitary sewer

collection system; or (iii) received a permit from the City of Willmar, Kandiyohi County, or Willmar Township, as applicable, for the installation of a private well and septic system.

- c. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 6.
- d. The Inspection Period described in Section 9 shall have expired without Buyer's terminating the Purchase Agreement.
- e. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.
- f. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.
- g. The City Planning Commission has reviewed the acquisition and provided a recommendation on the proposed acquisition as required by City Charter, Section 4.02, subd. 8.
- h. The Parties understand and agree that the purchase of the Property is contingent upon approval of the Municipal Utility Commission of the City of Willmar of the purchase of the Property consistent with the terms of this Agreement, subject to the veto authority of the City Council of the City of Willmar.

The contingencies in this Section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void and the earnest money, if any, returned to the Buyer.

5. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

- a. **Title Insurance and Closing Fee.** Seller will pay all costs related to issuance of the Title Commitment, including but not limited to any tax lien, judgment and bankruptcy searches. Seller will pay all costs of the Title Commitment, and Buyer will pay all premiums required for the issuance of the Title Policy. Buyer will pay any reasonable and customary closing fee or charge imposed by the Title Company.
- b. **Deed Tax.** Buyer shall pay the state deed tax on the Warranty Deed to be delivered by Buyer under this Agreement.
- c. **Real Estate Taxes.** General real estate taxes payable in the year prior to the year of Closing and all prior years will be paid by Seller. General real estate taxes

payable in the year of Closing shall be paid by Buyer, if the Closing occurs within the first half of the year 2025.

- d. **Special Assessments.** Seller shall pay on or before the Closing Date all special assessments that were officially levied or pending as of the date of this Agreement. Special assessments levied or which become pending after the date of this Agreement shall be paid by Buyer.
 - e. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.
 - f. **Other Costs.** All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date. All utilities, if any, shall have a final reading as of the Closing Date and then be transferred to Buyer on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Buyer shall be responsible for all charges after the final reading, as applicable.
 - g. **Attorneys' Fees.** Each of the Parties will pay its own attorneys', accountants' and consultants' fees.
6. **TITLE.** Seller shall convey good and marketable title to the Property to the Buyer, free of encumbrances other than easements and restrictions of record, which do not materially interfere with Buyer's intended use of the Property and Permitted Exceptions as provided by this Agreement.
- a. **Title Commitment.** Within ten (10) business days of the date of this Agreement, Seller shall, at Seller's expense, obtain and deliver to Buyer a title commitment ("Title Commitment") covering the Property and binding Kandiyohi Abstract & Title Co. ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the Purchase Price. Seller shall deliver to Buyer any updated Abstract(s) it may have in its possession. Abstracts of Title are not required to be certified to date nor to include searches covering bankruptcies, state and federal judgments, judgment liens, or special assessments, so long as the Title Commitment required above assures good and unfettered title.
 - b. **Survey.** Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have the right prior to Closing to obtain a survey of the Property at its cost and expense to ensure that it has an accurate legal description of the Property.

- c. **Objections.** Within fifteen (15) business days after delivery of the Title Commitment to Buyer, Buyer may deliver to Seller such written objections as Buyer may have to anything contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
 - d. **Buyer's Rights if Seller Fails to Cure Objections.** If Seller fails to so cure such Objections within thirty (30) days following notice of the Objections (unless the nature of the Objection(s) is/are such that it will be cured at Closing), the parties will meet to discuss the reason for not curing the Objections and the method for proceeding. If the parties are unable to come to an agreement on such Objections within such 30 day period, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, with or without adjustment in the Purchase Price, or terminate this Agreement by written notice to Seller, provided that such termination notice must be delivered on or before the Closing Date. In the event of termination as provided herein, Seller shall return the earnest money, if any, to Buyer.
 - e. **Permitted Exceptions.** The following shall be deemed to be permitted exceptions:
 - i. Building and zoning laws, ordinances, state and federal regulations; and
 - ii. The lien of real property taxes or special assessments payable in the year of Closing which by the terms of this Agreement are not otherwise required to be paid by Seller but are instead required to be paid or assumed by Buyer.
7. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief (Buyer understands that Seller may self-insure fire and other property casualties), provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.
8. **SELLER'S WARRANTIES.** As an inducement to Buyer to enter into this Agreement of sale and purchase, Seller hereby represents and warrants to Buyer and agrees as follows:
- a. Seller is a limited liability company, validly existing in good standing under the laws of the State of Minnesota. Seller has taken all steps required under its

organizational documents in order to authorize this Agreement and the performance and satisfaction of all its terms and conditions.

- b. Neither the execution, delivery nor performance of this Purchase Agreement will result in the breach under any indenture, security instrument or other agreement or court or administrative order by which the Seller or the Property may be bound or affected.
- c. The Property and its current use, and the location of any improvements on the Property, are in compliance with all federal, state and municipal laws, ordinances, rules and regulations, including zoning, subdivision, environmental protection, building, fire and health laws, ordinances, rules and regulations; and Seller has received no notices from any municipal or state or federal regulatory bodies or agencies that the Property is in violation of the provisions of any such laws, ordinances, rules or regulations.
- d. There is legal access to and from the Property to a public street. Seller makes no representation or warranty as to whether this legal access is sufficient for the Buyer's intended purposes for the Property.
- e. Seller has disclosed and made available to Purchaser all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Substances and the Property. The term "Hazardous Substance," in the singular and plural form, means any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et. seq., any substances or materials which are classified or considered to be hazardous, contaminants, toxic or pollutants, or otherwise regulated under the laws of the State in which the Property is located, and crude oil and any fraction thereof, asbestos in any form or condition, and polychlorinated biphenyls in any form or condition, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- f. All permits, licenses, approvals and reports necessary or required for a Party to store, use, generate or dispose of any Hazardous Substances within or on the Property have been obtained or made, are being complied with, and are in full force and effect.
- g. To the best of Seller's knowledge, no methamphetamine production has occurred on the Property.
- h. Seller is not aware of any environmental condition, situation or incident on, at, or concerning the Property, that could give rise to an action or liability under any Environmental Law or other law, rule, ordinance, or common law theory.

- i. To the best of Seller's knowledge, (i) there are no past or present investigation, administrative proceedings, litigation, regulatory hearings, claims or other actions proposed, threatened or pending, alleging non-compliance with or violation of any federal, or state or local laws, ordinance, rule or regulations dealing with environmental, health or safety matters ("Environmental Laws") or relating to any required environmental permits, and (ii) neither Seller nor any third party has violated any Environmental Law with respect to the Property or Improvements. For purposes of this Agreement, "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, state or federal regulatory agency proceedings or actions, violations, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).
- j. To the best of Seller's knowledge, there are not now, nor have there ever been, any wells, operating or abandoned, located in, on or under the Property. As applicable, Seller will provide a Well Disclosure Statement to accompany this Agreement.
- k. Neither the Seller nor any of its affiliates, nor any person that controls, is controlled by, or is under common control with Seller, is on the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor is Seller acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC.
- l. There are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Property except in strict compliance with all laws, ordinances and regulations regarding such removal.

- m. There is in effect no contract or agreement relating to management, maintenance services or operation of the Property that cannot be terminated on or prior to the Closing Date.
- n. Seller has paid for or will pay for on or before the Closing Date, all work, supplies and materials, performed upon and supplied to the Property.
- o. There exists no litigation affecting or calling into question the Property or any part or component thereof, or Seller's interest therein. There is no condemnation proceeding pending with respect to any part of the Property, and Seller has no knowledge of any threat or the imminence thereof.
- p. There are no service, maintenance or other contracts or equipment leases relating to the Property other than those which can and, at Buyer's option, will be cancelled on or before the Closing Date; and Seller has disclosed in writing to Buyer all such contracts and equipment leases, if any.
- q. Seller will terminate all leases with respect to the Property prior to the Closing Date and Seller agrees that Seller will not enter into any new leases or renew any lease terms.
- r. No portion of the Property is in a flood plain.

All such representations and warranties shall be true on the Closing Date as if made on and as of such date and shall survive the Closing Date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date, Buyer may, in Buyer's sole discretion, at its option and by notice to Seller, either: (i) terminate this Agreement and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder, or (ii) waive the warranty or representation and close the sale and purchase hereof.

9. **INSPECTION/DUE DILIGENCE PERIOD.** Buyer shall have, commencing the effective date of this Purchase Agreement, until ninety (90) days thereafter (the "Inspection/Due Diligence Period") to (i) conduct such reviews, inspections, soil borings, and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct Phase I and Phase II environmental assessments of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon twenty-four (24) hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations and taking soils samples and borings as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer

agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason.

- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and, upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; (2) that soils are not suitable for development without excess soil corrections; or, (3) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, other Hazardous Substances, etc.) of the Property is unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

This Section shall not be construed to limit in any manner any future testing or analyses by Buyer, in Buyer's sole judgment and discretion, of the environmental conditions on the Property.

10. **BROKER'S COMMISSION.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction.
11. **SURVIVAL.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing and shall not be deemed to have merged into any of the Closing Documents.
12. **NOTICES.** Any notice required or permitted to be given by any Party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: General Manager
Willmar Municipal Utilities
700 SW Litchfield Ave
Willmar, MN 56201

If to Seller: Butch or Paal Haug
Haug Properties LLC.
3593 Hwy 12 East
PO Box 1055
Willmar, MN. 56201

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other Party shall commence to run two (2) business days after any such deposit. Any Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner above specified.

13. **CAPTIONS.** The section/paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

14. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the Parties.

15. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.

16. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

17. **CUMULATIVE REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, then Seller shall retain the earnest money, and this Agreement will terminate with no further obligation by either Party. The retention of the earnest money by Seller and the termination of this Agreement will be the sole remedies available to Seller for such

default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon ten (10) days' notice to Seller (Seller having cure rights during the 10-day period), and in such event, the earnest money shall be returned to Buyer. Nothing in this Section precludes Buyer from seeking and recovering specific performance of this Agreement or "loss of bargain" damages upon Seller's default; provided however that any action for specific performance must be commenced within six (6) months of the date the cause of action arises.

18. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
19. **COUNTERPARTS.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.
20. **DUTIES OF TITLE COMPANY.** The sole duties of the Title Company shall be those described herein, and the Title Company shall be under no obligation to determine whether the other Parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said Parties. The Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper Party or Parties, consistent with reasonable due diligence on the Title Company's part. The Title Company shall have no duty or liability to verify any such notice, consent order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. The Title Company shall be under no obligation to institute or defend any action, suit or proceeding of any connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, the Title Company may continue to hold the same pending resolution of such dispute, and the Parties hereto hereby indemnify and hold harmless the Title Company from any action taken by it in good faith in the execution of its duties hereunder. The Parties hereto agree that there may exist a potential conflict of interest between the duties and obligations of the Title Company pursuant to this Agreement and as insurer of the purchase of the Property by Buyer from Seller. The Parties hereto acknowledge such potential conflict and indemnify and hold harmless the Title Company from any claim of conflict of interest arising as a result of its duties hereunder and in determining whether it can give its irrevocable commitment to insure Buyer's title. The provisions of this Section shall survive the termination of this Purchase Agreement.
21. **BUYER'S TRANSACTION APPROVAL.** Buyer's obligation to perform hereunder is contingent upon Buyer obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the Municipal Utility Commission of the City of Willmar, subject to the veto authority of the City Council of the City of Willmar. Notwithstanding anything in this Agreement to the contrary, if such approval has not

been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either Party. Execution of this Agreement by any person on behalf of the Buyer prior to obtaining the necessary approval provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Buyer under this Agreement.

22. **ASSIGNMENT.** Buyer shall have an unconditional right to assign this Agreement, and either Party may assign its rights under this Agreement at any time; provided that no such assignment will relieve the assigning Party of its obligations under this Agreement.
23. **SECTION 1031 EXCHANGE ACKNOWLEDGEMENT.** Seller anticipates that it may use the proceeds of this sale as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and, notwithstanding any contrary provision in this Agreement, the Buyer hereby consents to any assignment of all or any portion of Seller's interests under this Agreement that Seller may grant or convey to any qualified intermediary in connection with any such exchange; provided such assignment shall be at no cost to the Buyer and no such assignment shall release or diminish Seller's obligations hereunder.
24. **AUTHORIZED SIGNATORIES.** The Parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, Seller and Buyer have each executed this Agreement in their corporate names as of the date first written above.

Seller: Haug Properties, LLC

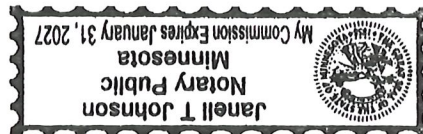
Date: 2/21/25

By: G. Paul Haug
_____, its Pres.

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on this 21 day of February, 2025, by G. Paul Haug, the President of Haug Properties, LLC, a limited liability company under the laws of the State of Minnesota, Seller.

Janel T Johnson
Notary Public



Buyer:

**WILLMAR MUNICIPAL UTILITIES
COMMISSION**

Date: 2-24-25

By: Shawn Mueske
Shawn Mueske, President

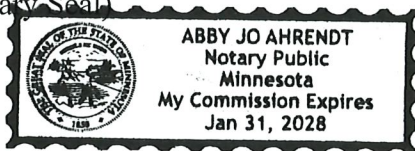
Date: 2-28-25

By: Jeron Smith
Jeron Smith, General Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on this 28 day of February, 2025,
by Shawn Mueske, President, and by Jeron Smith, General Manager of the Willmar Municipal
Utilities Commission, Buyer.

(Notary Seal)



[Signature]
Notary Public

THIS DOCUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
Phone: 651-225-8840

EXHIBIT A

Legal Description of Real Property

The Southwest Quarter of the Southeast Quarter of Section 13, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, EXCEPT the property conveyed to the State of Minnesota as found in Deed Book 241, page 117,

AND ALSO EXCEPT Parcel 2 of the record plat entitled KANDIYOHI COUNTY STATE AID HIGHWAY NO. 23 RIGHT OF WAY PLAT NO. 2, on file in the office of the Kandiyohi County Recorder.

AND ALSO EXCEPT that part which lies northwesterly of the northwest right of way line of U.S. Trunk Highway 71.

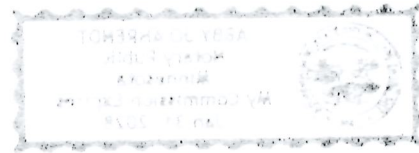
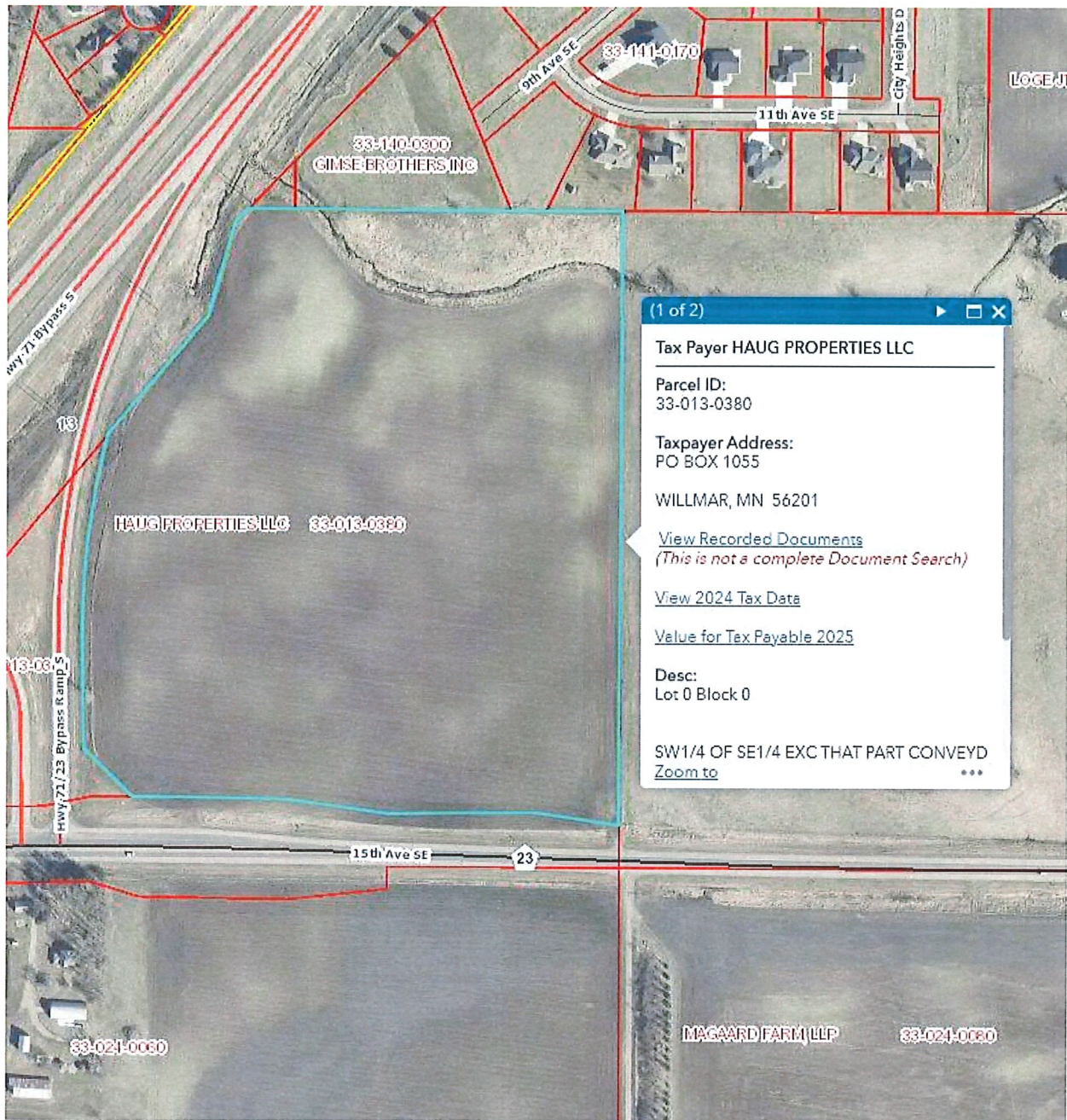


EXHIBIT B

Depiction of Real Property





City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	9.B.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Accept Bid & Award Project No. 2501-A 20th Street SE Improvements		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2501-A to Kurilla Contracting of Buffalo, MN in the amount of \$411,157.40.

Adopt the resolution approving the As-Bid Budget for Project No. 2501-A in the amount of \$545,600.

OVERVIEW:

Bids for Project No. 2501-A, the reconstruction of 20th Street SE from TH 12 to 2nd Avenue SE, were opened on February 19th with nine submitted. The low bid was from Kurilla Contracting of Buffalo, MN in the amount of \$411,157.40. The Engineer's Estimate for the project was \$440,000.

BUDGETARY/FISCAL ISSUES:

Funding sources for the project include Willmar Municipal Utilities, Wastewater, assessments, and bond proceeds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid 2501-A
2. Resolution Project No. 2501-A As-Bid Budget
3. Council Bid Recommendation - 2501-A 20th Street SE

Resolution No._____

**A RESOLUTION AWARDING PROJECT NO. 2501-A TO KURILLA CONTRACTING IN THE AMOUNT OF
\$411,157.40.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Kurilla Contracting of Buffalo, MN for Project No. 2501-A is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$411,157.40.

Dated this 3rd day of March, 2025

Mayor

Attest:

City Clerk

RESOLUTION NO. ____
PROJECT NO. 2501-A AS-BID BUDGET
TOTAL COST \$545,600

*Budget Amounts are Essential

Motion By: _____

Second By: _____

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees
11* Overtime Reg. Employees
12* Salaries Temp. Employees
13* Employer Pension Contr.
14* Employer Ins. Contr.

TOTAL **\$0.00**

RECEIVABLES

Assessments Prop Owners \$53,400
Community Investment/Levy \$335,000
MSA \$0
MUC \$103,700
WTP \$53,500
LOST \$0

TOTAL **\$545,600**

SUPPLIES

20* Office Supplies
21* Small Tools
22* Motor Fuels & Lubricants
23* Postage
24 Mtce. of Equipment
25 Mtce. of Structures
26 Mtce. of Other Improvements
27 Subsistence of Persons
28 Cleaning & Waste Removal
29* General Supplies

TOTAL **\$0.00**

FINANCING

GENERAL \$388,400
LOST \$0
MSA \$0
WTP \$53,500
MUC \$103,700

TOTAL **\$545,600**

GRAND TOTAL **\$545,600**

Dated this 3rd day of March, 2025

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$411,200
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$20,600

TOTAL **\$431,800**

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv. \$113,800
49 Other Charges \$0

TOTAL **\$113,800**

GRAND TOTAL **\$545,600**



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: February 24, 2025
To: Justin Deleeuw, Public Works Director
City of Willmar, Minnesota
From: Joshua Halvorson, P.E.
Principal Engineer
Subject: 20th Street SE Improvements Project
City of Willmar, Minnesota
BMI Project No.: OW1.132909
City Project No.: 2501-A

On February 19, 2025, we received nine (9) bids for the 20th Street SE Improvements Project. The base bids ranged from \$411,157.40 to \$669,273.35. The Engineer's estimate for the project was \$440,000. The low bidder for the project is Kurilla Contracting of Buffalo, Minnesota. A bid tabulation is attached for your review.

The low bid received has submitted a valid bid per instructions to bidders for the construction contract. This includes submitting the required signed bidder forms of the total bid, completed responsible contractor forms, and an effective bid bond.

My recommendation is the City Council award the project for the 20th Street SE Improvements Project to Kurilla Contracting of Buffalo, Minnesota in the amount of \$411,157.40 based on all items relating to the submitted bid are conforming to the bid requirements.

Please feel free to contact me if you have any questions.

JJH/kp

Cc: Jared Voge, City Engineer
Spencer Johnson, Project Manager

Attachments: Bid Tab

BID TABULATION

PROJECT: 20TH STREET SE IMPROVEMENT PROJECT
CITY OF WILLMAR, MINNESOTA

DATE: February 19, 2025

TIME: 1:30 P.M.

PROJECT NO. OW1.132909 / 2501-A

QUEST PROJECT NO. 9499920

BIDDERS	TOTAL BASE BID
1. Kurilla Contracting Buffalo, MN	\$411,157.40
2. Duininck, Inc. Prinsburg, MN	\$423,855.90
3. Kuechle Underground Inc. Kimball, MN	\$471,575.30
4. Land Pride Construction Paynesville, MN	\$499,472.20
5. Hoffman Construction Co. LLC Willmar, MN	\$521,475.00
6. Kraemer Excavating Inc. Cold Spring, MN	\$540,492.10
7. Crow River Construction New London, MN	\$548,154.50
8. Levanen Underground LLC Kimball, MN	\$601,647.91
9. Williams Excavation LLC Elbow Lake, MN	\$669,273.35



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	9.C.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Accept Bid & Award Project No. 2508 Seal Coat Improvements		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2508 to Pearson Bros, Inc. in the amount of \$213,515.30.
Adopt the resolution approving the As-Bid Budget for Project No. 2508 in the amount of \$256,200.

OVERVIEW:

Bids for Project No. 2508, the 2025 seal coating improvements, were opened on February 19th with four submitted. The low bid was from Pearson Bros, Inc. of Hanover, MN, in the amount of \$213,515.30. The Engineer's Estimate for the project was \$290,000.

BUDGETARY/FISCAL ISSUES:

The project will be funded by the Public Works operating budget.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Council Bid Recommendation - 2508 Seal Coat
2. Resolution Project No. 2508 Seal Coat As-Bid Budget
3. Resolution- Accept Bid 2508



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: February 24, 2025
To: Justin Deleeuw, Public Works Director
City of Willmar, Minnesota
From:  Spencer Johnson, P.E.
Project Manager
Subject: 2025 Seal Coat Improvement Project
City of Willmar, Minnesota
BMI Project No.: 24X.136909.000
City Project No.: 2508

On February 19, 2025, we received four (4) bids for the 2025 Seal Coat Improvement Project. The base bids ranged from \$213,515.30 to \$269,194.75. The Engineer's estimate for the project was \$290,000. The low bidder for the project is Pearson Bros, Inc. of Hanover, Minnesota. A bid tabulation is attached for your review.

The low bid received has submitted a valid bid per instructions to bidders for the construction contract. This includes submitting the required signed bidder forms of the total bid, completed responsible contractor forms, and an effective bid bond.

Pearson Bros, Inc. has the equipment, financial resources, and resume to complete the job. My recommendation is the City Council award the project for the 2025 Seal Coat Improvement Project to Pearson Bros, Inc. of Hanover, Minnesota in the amount of \$213,515.30 based on our experience working with the Contractor and all items relating to the submitted bid are conforming of the bid requirements.

Please feel free to contact me if you have any questions.

SJJ/kp

Cc: Jared Voge, City Engineer

Attachments: Bid Tab

BID TABULATION

PROJECT: 2025 SEAL COAT IMPROVEMENT PROJECT
CITY OF WILLMAR, MINNESOTA

DATE: February 19, 2025

TIME: 1:45 P.M.

PROJECT NO. 24X.136909.000 / 2508

QUEST PROJECT NO. 9504872

BIDDERS	SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D	TOTAL BASE BID
1. Pearson Bros, Inc. Hanover, MN	\$76,580.10	\$67,452.55	\$29,696.70	\$39,785.95	\$213,515.30
2. Asphalt Surface Technologies Corp. St. Cloud, MN	\$84,220.10	\$73,125.75	\$30,572.50	\$39,992.40	\$227,910.75
3. Morris Sealcoat & Trucking Morris, MN	\$86,192.50*	\$77,041.95*	\$32,437.95*	\$42,707.95*	\$238,380.35*
4. Allied Blacktop Company Maple Grove, MN	\$98,155.50	\$84,672.50	\$37,827.50	\$48,539.25	\$269,194.75

* bid amount corrected per Article 13.02.C of Section 00 21 13 Instruction to Bidders

RESOLUTION NO. ____
PROJECT NO. 2508 AS-BID BUDGET
TOTAL COST \$256,200
*Budget Amounts are Essential

Motion By: _____

Second By: _____

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees
11* Overtime Reg. Employees
12* Salaries Temp. Employees
13* Employer Pension Contr.
14* Employer Ins. Contr.

TOTAL \$0.00

RECEIVABLES

Assessments Prop Owners \$0
Community Investment/Levy \$256,200
MSA \$0
MUC \$0
WTP \$0
LOST \$0

TOTAL \$256,200

SUPPLIES

20* Office Supplies
21* Small Tools
22* Motor Fuels & Lubricants
23* Postage
24 Mtce. of Equipment
25 Mtce. of Structures
26 Mtce. of Other Improvements
27 Subsistence of Persons
28 Cleaning & Waste Removal
29* General Supplies

TOTAL \$0.00

FINANCING

GENERAL \$256,200
LOST \$0
MSA \$0
WTP \$0
MUC \$0

TOTAL \$256,200

GRAND TOTAL \$256,200

Dated this 3rd day of March, 2025

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$213,600
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$10,700

TOTAL \$224,300

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv. \$31,900
49 Other Charges \$0

TOTAL \$31,900

GRAND TOTAL \$256,200

Resolution No._____

A RESOLUTION AWARDING PROJECT NO. 2508 TO PEARSON BROS, INC. IN THE AMOUNT OF \$213,515.30.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Pearson Bros, Inc. of Hanover, MN for Project No. 2508 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$213,515.30.

Dated this 3rd day of March, 2025

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	9.D.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Broadband Considerations		

RECOMMENDED ACTION:

Option A: To approve the Resolution and Suspend the Connect Willmar Initiative

Option B: To reject the Resolution and Continue with the Connect Willmar Initiative

OVERVIEW:

At the February 18, 2025, Willmar City Council meeting, the City Council directed City Staff and the City Attorney to review the proposal and intentions of the Charter Communications letter submitted to the City Council on February 7, 2025. During the meeting, City Staff provided an overview of a meeting held with Charter Communications on Thursday, February 13, 2025.

Charter Communications has indicated that if the Willmar City Council does not find the Connect Willmar project feasible, Charter Communications will place fiber optics within the industrial park, primarily located west of County Road 5. This project is expected to be completed two months after the final permit is approved. In addition to the build-out of the industrial park, Charter Communications has further indicated that a high-split network, referred to as a network evolution project, will be implemented within the city of Willmar. Specifically, this project would begin in early 2026 and be completed by the end of the summer or fall of 2026. Lastly, Charter Communications has committed to offering a fiber connection, referred to as Fiber-on-Demand, to all residents and businesses.

Additional information and clarifications requested by the City Council related to the Connect Willmar Initiative are also identified within the packet.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Broadband Committee Memo to Council_Combined
2. Summary Proforma - 5 year inc
3. Model ISP Pricing
4. 25 FAQs about Connect Willmar Reliability
5. Willmar FAQ
6. Resolution Suspending Connect Willmar
7. Charter Letter to Willmar Common Council 2-24-25
8. Willmar- Spectrum Commitment Letter 2-7-25
9. Amendment Suspending Service Agreement



To: Mayor Douglas E. Reese and Willmar City Council

From: Broadband Committee

Date: Thursday, February 27, 2025

Subject: Broadband Consideration

Suggestion:

The Broadband Committee strongly suggest that the City Council continue the Connect Willmar Initiative and refrain from pausing. Charter Communications does not need Council approval to apply for a permit or install fiber in the Industrial Park, nor do they need approval to provide existing customers with higher internet speeds, more reliable services, or competitive rates. Pausing this initiative goes against the community's need to increase service providers and offer more options to residents and business owners. While there are risks associated with this endeavor, they are minimal compared to the inaction of private interests, which has added cost burdens to residents and businesses relying on an unreliable and dated coax network.

Evaluating the potential project yields returns that could be reinvested into the city, providing a more superior system than what is currently offered elsewhere in the state. Forward-thinking cities must explore initiatives to create an environment that attracts and retains businesses and residents for growth.

Overview:

The Connect Willmar Initiative (CWI) has evolved since its inception to provide broadband access to the Industrial Park. After extensive research and reflection on how our community adapted to life after COVID, we recognized the need for better internet service. Consequently, we decided to expand this initiative beyond the Industrial Park to encompass the entire city. This expansion aims to offer every home and business higher internet speeds, reliable access, and, most importantly, a choice of Internet Service Providers (ISPs).

Since 2022, the City of Willmar has made a substantial investment in this project using the Industrial Park Fund and has consistently sought ways to minimize the tax levy risk. If successful, this initiative holds the potential to reinvest in the community and serve as an alternative funding source for the city's future needs. Future revenues from CWI would be reinvested into the network, with additional profits being used to stabilize the tax levy. While CWI will not reverse any previous assessments or tax increases, future projections suggest that the city will be able to alleviate some of the cost burden of city infrastructure and provide better services to all residents.

Project Phases:

The Connect Willmar Initiative will be implemented in three phases and will not proceed if Phase 1 is not successful. The following is construction cost:

1. **Phase 1 (2025):** Initial construction of the fiber network starting in the Industrial Park including the Network Operations Center (NOC), and residential properties. \$9.1 Million See *Exhibit A*.
2. **Phase 2 (2026):** Expansion of the network to additional areas. \$7.8 Million
3. **Phase 3 (2027):** Completion of the network, ensuring comprehensive coverage throughout the city. \$7.5 Million

Benefits of Connect Willmar:

- **Consumer Choice:** Residents will have the option to select from multiple internet service providers (ISPs), leading to better pricing and service options. Reliable internet access will enhance education, healthcare, and economic opportunities for all residents.
- **Economic Development:** By providing an incentive to attract and retain businesses within the city, companies can maintain operations during emergencies or disruptions. A fiber network supports a diverse range of industries, reducing reliance on any single sector and enhancing economic stability.
- **Promote Competition:** The open-access model encourages competition among ISPs, resulting in improved service quality and innovation.
- **Internet Access Options:** The infrastructure will provide higher speeds, increased security compared to coax, greater reliability, and a dedicated fiber connection for each end-user.

City of Willmar's Efficiency:

The initiative will improve the city's operations and streamline technology across multiple departments. Key details include:

- The City of Willmar currently leases fiber from Arvig at \$46,200/year for the following facilities:
 - Willmar Municipal Airport
 - Willmar Community Center
 - Dorothy Olson Aquatic Center
 - Public Works Facility
 - Robbins Island Regional Park
 - Willmar Access Channels (WRAC)
- Additionally, the city has a Spectrum Business Internet Ultra connection at \$169.98/month, connecting Rice Park to the city network.
 - Currently receiving a \$50.00 promotional discount and thereafter \$219.98
- Other city buildings connect to the city network via County, Willmar Municipal Utilities, or city-owned fiber.

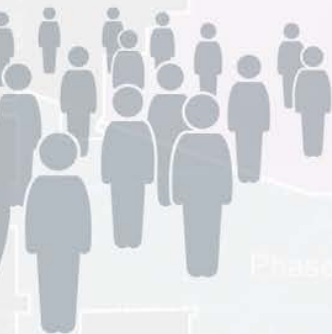
What would CWI provide public facilities?

- **Financially:** Decrease the operational budget.
- **Facility Management:** Connect future city buildings to the existing network without the need to lease or install fiber lines.
- **Parks:** Equip all city parks with Wi-Fi and security cameras.
- **Public Safety:** Connect future stoplights converted to video control to the Police Department's surveillance system; Add security cameras to intersections within city limits.
- **Innovation:** Prepare for future internal needs the city may require.

Exhibit A

CONNECT WILLMAR INITIATIVE

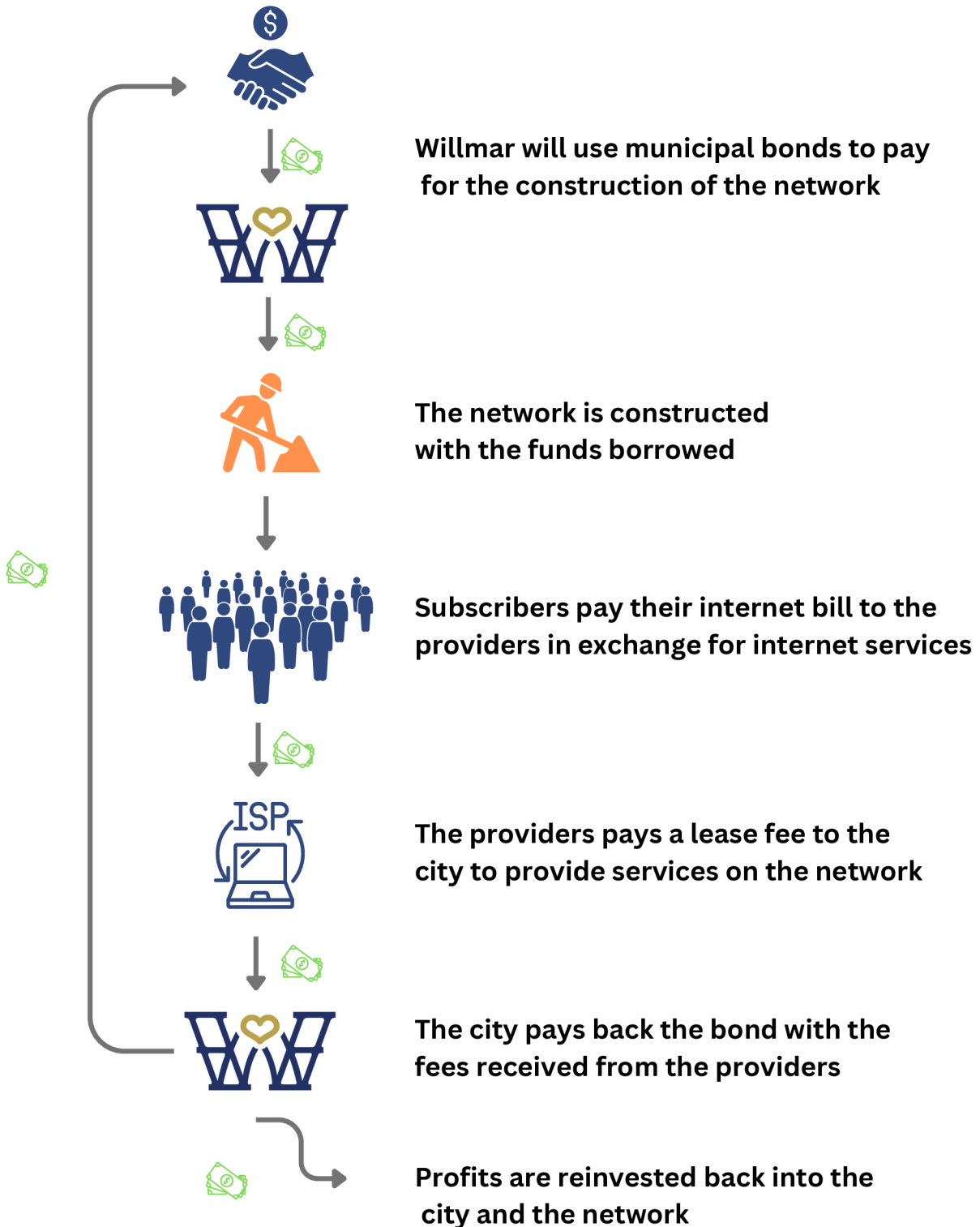
IT'S ABOUT CHOICE. IT'S ABOUT CONNECTION. IT'S ABOUT OUR FUTURE.



1774 SINGLE FAMILY HOMES
718 MULTIFAMILY UNITS
13 ANCHOR BUSINESSES
287 SMALL BUSINESSES
12 EDUCATIONAL FACILITIES
23 HEALTH CARE PROVIDERS
16 CITY BUILDINGS
1 FIRE STATION
1 AIRPORT

PHASE ONE will provide 2845 Willmar Properties
and Thousands of Residents **ACCESS TO BETTER INTERNET**

Network Payment Structure



Connect Willmar Broadband Proforma

Calendar Years	2025-2029	2030-2035	2036-2040	2041-2045	2046-2050	2051-2055
Years	1 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30
Construction Costs	24,276,198					
Take Rate	7 - 26%	32 - 40%	40%	40%	40%	40%
Subscribers	1,356	3,752	4,081	4,203	4,328	4,457
City Gross Income	\$5,005,303	\$15,807,670	\$20,140,550	\$24,373,984	\$29,497,262	\$13,164,985
Debt Payment	\$2,011,000	\$9,305,000	\$9,305,000	\$9,305,000	\$7,794,000	\$0
Total Operational Expenses	\$1,454,792	\$1,412,239	\$1,423,041	\$1,428,652	\$1,434,401	\$1,440,242
City Net Income	\$1,539,511	\$5,090,431	\$9,412,510	\$13,640,332	\$20,268,861	\$11,724,744
Fund Balance	\$1,539,511	\$6,629,942	\$16,042,451	\$29,682,783	\$49,951,644	\$61,676,387

Type
Residential

Service
Low Income
100 Mbps
500 Mbps
1 Gbps
2 Gbps
3 Gbps
5 Gbps
10 Gbps
Managed WiFi
Phone

ALTITUDE FIBER	INTELILPOP	BROADBAND CORP	BRAVO BROADBAND *
altitudefiber.com	intellipop.com	broadband-mn.com	bravobroadband.com
			* pending
		\$ 6.95	
\$ 56.95			
\$ 69.95	\$ 69.95	\$ 50.00	\$ 75.00
	\$ 99.95	\$ 75.00	\$ 100.00
		\$ 100.00	\$ 150.00
\$ 124.95	\$ 174.95	\$ 130.00	\$ 180.00
			\$ 300.00
\$ -	\$ 12.95	\$ 10.00	\$ 20.00
		\$ 34.95	
ALTITUDE FIBER	INTELILPOP	BROADBAND CORP	BRAVO BROADBAND *
altitudefiber.com	intellipop.com	broadband-mn.com	bravobroadband.com
			* pending
1 Gbps		\$ 50.00	\$ 75.00
2 Gbps		\$ 75.00	\$ 100.00
3 Gbps		\$ 100.00	
5 Gbps		\$ 130.00	\$ 200.00
10 Gbps			\$ 400.00
25 Gbps			\$ 800.00
40 Gbps			\$ 1,000.00
100 Gbps			\$ 4,000.00
400 Gbps			\$ 8,000.00
800 Gbps			\$ 15,000.00
IP V4 Static IP			\$ 10.00
High Availability			Yes
PHONE		\$ 34.95	\$ 49.99

Type
Business

Service
1 Gbps
2 Gbps
3 Gbps
5 Gbps
10 Gbps
25 Gbps
40 Gbps
100 Gbps
400 Gbps
800 Gbps
IP V4 Static IP
High Availability
PHONE



25 FAQs about Connect Willmar Initiative's Fiber Network Reliability

- 1. What makes Connect Willmar Initiative's network more reliable than traditional ISPs?**
 - Connect Willmar Initiative uses underground fiber installation, protecting cables from environmental damage, weather, and accidents, unlike traditional ISPs with exposed above ground and aerial cables.
- 2. Why is underground fiber installation better than aerial installations?**
 - Underground fiber is safe from wind, ice, debris, and accidents, offering superior long-term durability and reliability compared to aerial cables on poles.
- 3. How is Connect Willmar Initiative's fiber protected from environmental damage?**
 - Our fiber is placed inside conduits or ducts, which shield it from moisture, dust, rodents, and other environmental hazards that can degrade performance.
- 4. What does 'sealed connection points' mean, and why is it important?**
 - Sealed connection points protect the fiber's core from water, dust, and contaminants, ensuring long-term reliability and preventing performance degradation.
- 5. What is network redundancy, and how does it benefit Connect Willmar Initiative customers?**
 - Redundancy means multiple pathways for data to travel. If one path is disrupted, your data is automatically rerouted through an alternate path, minimizing downtime.
- 6. How long is the Connect Willmar Initiative fiber infrastructure expected to last?**
 - Our fiber network is built to last for decades, with advanced construction methods and durable materials that resist wear and tear.
- 7. What types of fiber cables are used in the Connect Willmar Initiative network?**
 - We use armored fiber optic cables, which have a protective metal layer to safeguard them from physical damage like crushing or digging.
- 8. How does Connect Willmar Initiative's fiber compare to coaxial cables?**
 - Armored fiber cables are more durable and reliable than coaxial cables, especially in rugged environments, providing a superior, uninterrupted connection.
- 9. Is the network designed to handle future internet demands?**
 - Yes, Connect Willmar Initiative is future-proofed, capable of supporting higher speeds and more connected devices as technology advances.
- 10. How deep are the fiber cables buried?**

- The fiber cables are buried at sufficient depths in conduit to protect them from accidental damage, such as from digging or construction activities.
- 11. What construction methods are used for Connect Willmar Initiative's underground network?**
- We use trenching, plowing, and directional boring to install the fiber underground, protecting it with conduits or ducts for added durability.
- 12. What are handholes, and why are they important?**
- Handholes are underground access points placed along the fiber route, allowing technicians easy access for maintenance and expansion without disrupting service.
- 13. What happens if a fiber cable gets damaged?**
- The network's built-in redundancy allows data to be rerouted through alternate pathways, minimizing any service interruption until repairs can be made.
- 14. How does Connect Willmar Initiative protect against weather-related outages?**
- Our underground network is safe from environmental factors like wind, ice, and storms, which commonly cause outages for aerial or above-ground networks.
- 15. Will the fiber network look unsightly around town?**
- No, the underground installation of the fiber network means no visible cables or equipment, providing a cleaner, more aesthetically pleasing infrastructure.
- 16. What's the difference between fiber optic and coaxial cables?**
- Fiber optic cables transmit data faster and more reliably than coaxial cables, with greater resistance to environmental factors and lower signal degradation.
- 17. Is the Connect Willmar Initiative network safe from accidental digging or construction damage?**
- Yes, our fiber is buried deep within conduit for added protection, reducing the risk of accidental damage from construction or digging.
- 18. What is the purpose of conduit in the fiber installation?**
- Conduit adds an extra layer of protection around the fiber cables, shielding them from environmental damage and making future repairs or upgrades easier.
- 19. How does Connect Willmar Initiative ensure long-term network reliability?**
- By using underground armored fiber, sealed connection points, and redundancy, our network is built to remain reliable over the long term, even under challenging conditions.
- 20. How is Connect Willmar Initiative better prepared for future technology needs?**
- Our network is designed with scalability in mind, allowing for easy upgrades and ensuring that it can meet future bandwidth and technology demands.
- 21. Does underground fiber installation cost more?**

- While the initial installation may be more expensive, underground fiber provides long-term cost savings due to its durability and reduced maintenance needs.

22. How quickly can repairs be made if there's a problem?

- With handholes strategically placed along the fiber route, technicians can access the network easily for faster repairs, ensuring minimal service disruptions.

23. Will the network experience downtime during bad weather?

- No, the underground nature of Connect Willmar Initiative's network makes it highly resilient to weather-related issues, unlike traditional aerial networks prone to outages.

24. How does Connect Willmar Initiative's fiber installation improve community connectivity?

- Our reliable, high-speed network enhances connectivity for residents and businesses, supporting economic growth, education, and improved quality of life.

25. Why should I choose Connect Willmar Initiative over my current ISP?

- Connect Willmar Initiative offers a more reliable, future-proof fiber network, built with durability and performance in mind, ensuring superior service for decades to come.



Connect Willmar initiative Q & A

Overview Q&A

Q: What is the Connect Willmar Initiative?

A: The Connect Willmar Initiative is a city-owned fiber optic network project aimed at providing high-speed, reliable internet access to every home and business in Willmar.

Q: Why did the city start the Connect Willmar Initiative?

A: Local internet providers were not interested in improving Willmar's internet infrastructure. After soliciting proposals, the city chose to partner with Hometown Fiber, aligning with Willmar's long-term vision to provide fast, reliable internet through an open-access fiber network.

Benefits of Open Access

Q: What are the benefits of an open-access network?

A: **Consumer Choice:** Residents can select from multiple ISPs, promoting better pricing and service options.

A: **Promotes Competition:** More providers mean better services and less chance of monopolistic practices.

A: **Improved Quality of Service:** With multiple providers on the same network, ISPs are incentivized to innovate and improve service quality to attract and retain customers.

A: **Ownership and Control:** An open access network owned by a community or municipality ensures that the network serves the community's best interests. Revenues can be reinvested locally.

A: **Reduced Barriers to New Providers:** New or smaller ISPs can enter the market without building their own infrastructure, leading to more diverse service offerings.

A: **Community Development:** Reliable internet access improves education, healthcare, and economic growth opportunities.

Q: Will I have multiple options for service providers?

A: Yes, the open-access model ensures that multiple ISPs will be able to offer their services on the Connect Willmar network, giving you a choice in providers.

Future-Proofing the Network

Q: How is the network future-proofed?

A: **Fiber to the Home (FTTH):** Fiber is the future and along with the direct connection to each home and business this offers superior speeds, reliability and scalability for decades to come.

A: **Superior Construction:** The fiber cable is armored and protected in conduit and buried underground, making it more durable and protected from environmental damage compared to above ground construction.

Q: How is fiber updated?

A: Fiber updates usually only involve upgrading the hardware on either end of the fiber optic cables, such as the routers and transceivers, to handle faster speeds or greater bandwidth without needing to replace the fiber cables themselves.

Q: How much longer does fiber last than coax?

A: Fiber optic cables typically have a lifespan of 30–50 years, whereas coaxial cables generally last around 10–20 years. This makes fiber a more durable, long-term solution.

Q: How will this project affect Willmar's economy?

A: The fiber network will attract businesses, support local economic growth, and enable businesses to operate more efficiently in an increasingly digital world.

Financial Q&A

Q: How will the project be funded?

A: The city of Willmar will pay for the network infrastructure through bonds. In order to pay back those bonds, the funds will be collected from the revenue generated from the network. Once the debt is paid back the revenue stays in the community, becoming a revenue source for the community.

Q: Will this raise my taxes?

A: The project will be funded through revenue generated from the network itself, not through increased taxes.

Residential

Q: How much will internet service cost?

A: Pricing for internet packages will be determined by the ISP who is offering service. Those

price points will be released by the ISPS as the project proceeds with expected prices starting around \$30 a month.

Q: Will there be discounts for seniors or low-income households?

A: Yes, there will be discounts available to make the service affordable for seniors and low-income households.

Q: Will this increase my property value?

A: Yes, homes with fiber internet typically see increased property values as fiber is considered a highly desirable amenity. Homes connected to fiber typically see an average increase in property value of around 3.1%. (Fiber Broadband Association, RVA LLC Market Research)

Q: How many devices does the average American home currently have connected to the internet?

A: The average American home has around 21 connected devices, making reliable high-speed internet more important than ever. (Consumer Affairs)

Business

Q: How will businesses benefit from this project?

A: Businesses will experience faster internet, increased reliability, improved efficiency, reduced downtime, and increased growth in a digital economy.

Q: How much will it cost to bring fiber to my business?

A: There will be an “opt-in” process that allows businesses to have fiber installed to their premise at no charge during the “opt in” time frame.

Q: Will the network offer redundancy and/or special needs for my business?

A: The design of the network can accommodate all businesses with redundant and high availability connections and special services to meet your needs. We will be offering informational opportunities for you to address your specific questions or needs.

Technical Q&A

Q: How is fiber better than current internet options?

A: Fiber offers significantly faster speeds, lower latency, more reliability, and scalability compared to traditional DSL or coaxial cable connections. It also provides symmetrical speeds, meaning equally fast upload and download capabilities.

Q: What are the benefits of symmetrical speeds?

A: Symmetrical speeds are ideal for activities like video conferencing, online gaming, remote work, cloud computing, and sending large files.

Q: Why is this network different from what other providers would build?

A: The network is owned and controlled by the city, not the provider. This allows the network

to be open access vs privately owned. The network is also constructed as a dedicated fiber connection vs a passive optical network (PON).

Q: What is a dedicated fiber connection?

A: Is a direct fiber connection from the central office (or distribution hub) to each customer's location. This architecture does not use splitters, so each user has a dedicated fiber line. This ensures the highest possible speeds, security, and consistent performance well into the future.

Q: What is a PON?

A: PON is a shared fiber network that utilizes a single fiber strand to serve multiple endpoints (homes or businesses) using passive splitters. As more users connect, bandwidth is shared. This can potentially reduce speeds during peak usage times. PON typically offers lower upload speeds compared to download speeds, which is not ideal for residents and businesses with high upload demands.

Construction and Availability Q&A

Q: When will the project begin?

A: Construction is planned to begin in early 2025 after the planning phase is complete. To see when construction will begin in your neighborhood you can check the phase map on the Willmar City website.

Q: Will the fiber network be available outside of the city?

A: Currently, the network is planned for within city limits, but expansion is being considered based on interest.

Q: How will I know when I can sign up for services?

A: You can enroll to receive updates on the project on the Willmar City website. By doing this, you will be notified when services are available in your area.

Concerns Q&A

Q: Why is the city doing this instead of private companies?

A: Private companies showed no interest in upgrading Willmar's internet. There was talk of the current ISP updating their system to provide faster service but as of now, there has been no follow through. Connect Willmar puts the city in control of the city's internet future.

Q: Why is the city competing with private business?

A: The city is not becoming an internet service provider therefore there is no competition from the city. The city is only building the infrastructure to enable community growth, enabling private business with an opportunity to provide services in a community where they currently cannot.

Q: What happens if not enough people use the network?

A: If subscriptions fall short, the city may explore alternative funding or make other adjustments to make up the difference. The project is designed to be self-sustaining based on network revenue. The more people who use the services offered on the city network, the more successful it will be.

Q: Will the network generate enough income to pay for itself?

A: Yes, most residents are already paying for internet service. Redirecting these funds to a city-owned network will help pay off the debt and keep your money in your community, instead of in the pockets of large internet conglomerates.

Q: What about other communities that have tried this and failed?

A: Many examples of failure come from communities that adopted this model decades ago, when the technology and business models were less developed. Today there are over 600 successful municipal networks operating nationwide. These modern networks have proven to be financially viable and essential for economic growth.

<https://communitynets.org/content/community-network-map>

How to Stay Informed

Q: How do I enroll to receive updates?

A: Visit willmarmn.gov to stay informed about the Connect Willmar Initiative and receive notifications about upcoming meetings and project updates.

If you are not able to answer a question with an answer on this document, request their contact information, confirm the question that is being asked and ensure them that they will receive a response from either yourself or a member of the Broadband Committee.

CITY OF WILLMAR
RESOLUTION NO. _____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR,
MINNESOTA SUSPENDING THE CONNECT WILLMAR INITIATIVE AND ALL
ASSOCIATED CONTRACTS AND WORK

WHEREAS, on July 5, 2022, the City of Willmar (the “City”) authorized the advertisement of an RFP for the provision of symmetrical high-speed internet to City residents, businesses, and certain City facilities; and

WHEREAS, the City received proposals from Vibrant, Windstream, and Hometown Fiber LLC and received a staff report on such proposals at a meeting of the Willmar City Council (the “City Council”) on February 6, 2023; and

WHEREAS, following the extended RFP process, the City selected Hometown Fiber LLC to operate and manage a City-owned open access fiber network to serve the businesses and residents of the City; and

WHEREAS, the City determined that such City-owned Open Access Network was necessary in order to provide services to residents and businesses in the City that were not available through other providers or the private market, and would not be available in the reasonably foreseeable future; and

WHEREAS, the City has engaged consultants, including Hometown Fiber LLC, to market, design, and construct an open access advanced fiber optic communications network (the “Open Access Network”) to serve the businesses and residents of the City; and

WHEREAS, the City’s Open Access Network project is referred to as the Connect Willmar Initiative; and

WHEREAS, the City entered into a Fiber Communications Operation Contract (the “Operator Agreement”) with Hometown Fiber LLC on August 5, 2024 to operate and manage the Open Access Network in furtherance of the Connect Willmar Initiative; and

WHEREAS, on February 24, 2025, Charter Communications, operating as Spectrum, provided a letter to the Willmar City Council (the “City Council”) committing to building fiber-optic lines to existing and planned future locations within and immediately adjacent to “the Phase 2 section of the Willmar Industrial Park” (understood to be the Willmar Industrial Park Third, Fourth and Fifth Additions) at no cost to the City or its taxpayers, if the City Council were not to proceed with the Connect Willmar Initiative; and

WHEREAS, Charter Communications further stated that they project completion of a network evolution project providing multi-gigabit and symmetrical internet speeds through its network to the entire City in the summer or early fall of 2026, and that this network evolution project would allow Charter Communications to deliver fiber connections to homes and small businesses throughout the community and 25 Gigabit service or even higher in the future; and

WHEREAS, the letter from Charter Communications dated February 24, 2025, is attached hereto in full as Exhibit A ; and

WHEREAS, the City has not made a final determination with regard to the financial feasibility of the Connect Willmar Initiative, has not approved plans and specifications or advertising for bids for construction and installation of the fiber network infrastructure, and has not entered into service level agreements with Internet Service Providers to operate on the Open Access Network; and

WHEREAS, the need for the City to provide services to residents and businesses in the City that were not available through other providers or the private market either at present or in the reasonably foreseeable future may no longer exist if Charter Communications builds fiber-optic lines in the Willmar Industrial Park and enhances its residential services as set forth in the letter dated February 24, 2025; and

WHEREAS, the City Council intended to make a determinate with regard to the financial feasibility of the Connect Willmar Initiative in the coming months based on the progress of the Connect Willmar Initiative and certain deadlines contained within the Operator Agreement; and

WHEREAS, the City Council is willing to suspend the Connect Willmar Initiative indefinitely, despite the City's significant investment in the Connect Willmar Initiative to date, based upon the representations made by Charter Communications to the City, including those contained within the letter dated February 24, 2025; and

WHEREAS, the City Council is committed to treating all private market operators fairly and equally, affording them access to City rights-of-way and other public facilities on an equal basis, and nothing in this Resolution shall be interpreted as affording exclusive or favorable terms to Charter Communications or preventing or dissuading any other private market operator from providing similar services to the residents and businesses in the City; and

WHEREAS, the City Council reserves the right to resume the Connect Willmar Initiative if Charter Communications, or any other private entity which wishes to provide the same or similar services to the residents and businesses in the City, fails to complete such improvements to provide such services as described to the City such that the City's Connect Willmar Initiative remains necessary in order to provide such services to residents and businesses in the City in the reasonably foreseeable future.

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

1. The City Council hereby authorizes and orders the Connect Willmar Initiative be suspended indefinitely.
2. The City Council hereby authorizes and directs the Mayor and City Administrator to execute the Amendment to the Fiber Communications Operation Contract with

Hometown Fiber LLC, in substantially the form appended hereto as Exhibit B, on behalf of the City.

3. The City Council hereby authorizes and directs City Staff and City Attorney to take all actions necessary or convenient to suspend all work under the outstanding services agreements with third parties related to the Connect Willmar Initiative.

Dated this ____ day of _____, 2025

MAYOR

Attest:

CITY CLERK

EXHIBIT A

Letter from Charter Communications, dated February 24, 2025

EXHIBIT B

Amendment to Fiber Communications Operation Contract

February 24, 2025

Mayor Doug Reese & Willmar City Council Members
City of Willmar
333 6th St SW
Willmar, MN 56201

Dear Mayor Reese & Members of the Willmar City Council:

Thank you for the opportunity to work with you and City Staff regarding our company's commitments to this community. We're proud of the investments we've made in the City of Willmar ("City") and the more than 20 Spectrum employees who live and work here are excited about the future. We also recognize there were several questions at the recent Council meeting regarding Spectrum's planned and potential future investments. So, to ensure you have detailed information about Spectrum's plans and the specifics of the company's offer, we outline them below.

- **Fiber Optic Capacity Throughout the Willmar Industrial Park:** Spectrum currently offers fiber-optic capacity to businesses in the existing Industrial Park and throughout the City. If the Council decides to not proceed with the Connect Willmar project, Spectrum will build fiber-optic lines to the existing and planned future locations within and immediately adjacent to the Phase 2 section of the Willmar Industrial Park at NO cost to the City or its taxpayers. As a show of good faith, Spectrum has already submitted the required permit requests to Kandiyohi County and the City of Willmar, and we are grateful for the city's quick approval of necessary permits in the city right-of-way. Additionally, we are completing the final engineering needs to submit the required permit to MNDOT, which we expect to do within the next two weeks. Further, Spectrum plans to complete construction of the project no later than two months after we have received the requisite permit from MNDOT to start the work.
- **Multi-Gigabit Symmetrical Internet Speeds:** Spectrum is already working on a network evolution project that will deliver to the City some of the fastest internet speeds found anywhere in America. Multi-gigabit and symmetrical internet speeds will ensure families and small businesses have future-proof connectivity. Construction activity related to this

network evolution project is planned to begin in early 2026. Markets typically take several months to complete, so with contingencies accounted for, we currently project completion for the entire City in the summer or early fall of 2026.

- **Fiber On Demand:** Our fiber-rich network powers our internet service and as noted, we provide direct fiber connections to businesses throughout Willmar today. But our network evolution project will also allow us to deliver fiber connections to homes and small businesses throughout the community and 25 Gigabit service or even higher in the future.

These initiatives build on the fast, reliable broadband speeds we offer throughout Willmar today, as well as other products and services we offer that are helping ensure families stay connected and save money, including:

- **Low-Cost Internet for Families in Need:** Our company offers Spectrum Internet Assist (50Mbps), our low-cost broadband offering available to qualifying low-income families and seniors, for \$15/per month with no data caps. To qualify for Spectrum Internet Assist, a member of the household must be participating in one of the following programs and willing to confirm continued qualification at regular intervals: *The National School Lunch Program (NSLP), The Community Eligibility Provision (CEP) of the NSLP or Supplemental Security Income (SSI).*
- **Saving Families Money:** Spectrum Mobile is saving customers hundreds, even thousands, of dollars a year off their bill for mobile services. Providing customers with seamless and cost-effective mobile service and the fastest wireless speeds when combined with Spectrum WiFi is a hallmark of the Spectrum Mobile experience. The service also includes unlimited talk, text, and data plans, no contracts, all-in pricing that includes taxes and fees, as well as the option to customize plans based on individual usage needs. Spectrum is committed to saving our customers money, which is why Spectrum Mobile has been the fastest growing wireless service in the country for several years running.

Each of these investments will be 100% privately funded and require NO taxpayer support - now or in the future.

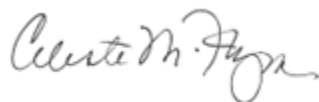
This approach removes the extreme risk to the City that building its own government-owned internet network poses. **For example, a comparatively sized city, Superior, WI, moved forward to begin building the same type of “open access” network under consideration in Willmar. Superior initially estimated \$31 Million for the project. Since then, the project costs have ballooned to \$52.6 Million, all of which local taxpayers must finance if the city eventually decides to move forward beyond the initial pilot areas.**

Additionally, the increasingly competitive environment for internet customers in Willmar poses further risk to the City’s proposed project. Since the City initiated the “Connect Willmar” project in 2022, at least three new internet providers have launched in the community. Spectrum is focused on continuing to upgrade our services and provide cost-effective, flexible packages for customers to compete effectively.

Spectrum’s approach also ensures the availability of more public funds for critical community services, like education, public safety, roads, and parks. Given the dramatically increasing cost to deploy internet networks in today’s environment, Spectrum offers a better solution for Willmar residents, now and in the future.

We look forward to continuing to work with you and City Staff regarding these issues and would welcome an opportunity to discuss them in more detail.

Sincerely,



Celeste Flynn
Associate Vice President, Government Affairs

February 7, 2025

Mayor Doug Reese
CC: Willmar City Council Members
City of Willmar
333 6th St SW
Willmar, MN 56201

Dear Mayor Reese & Members of the Willmar City Council:

The more than 20 Spectrum employees who call Willmar home share your goal of ensuring every family and business in this community has access to fast, reliable high-speed internet. That's why we currently offer 1 Gigabit (Gbps) internet speeds to homes and businesses throughout Willmar. But our company also recognizes that while we serve the residents and businesses of this community, as well as the first phase of the industrial park, Spectrum currently offers service to a portion, not all, of the "Phase 2" section of the industrial park.

That is why Spectrum will commit to build fiber-optic lines to the approximately 24 existing and planned future locations within and immediately adjacent to the Phase 2 section of the Willmar Industrial Park at NO cost to the city or its taxpayers, should the City Council determine that the city's objectives are met and that it is imprudent to spend taxpayer money to fund the construction of a city-owned internet network.

As a show of good faith, Spectrum will immediately begin the process of network design, permitting, and any other required planning that will allow us to commence construction as quickly as weather conditions permit, following the Council's determination.

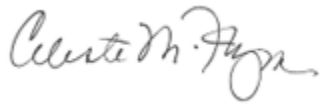
It's a solution that will achieve full connectivity for the community, homes and businesses alike, without saddling taxpayers with needless debt and the likelihood of higher taxes.

The buildout of the industrial park will complement our ongoing network evolution project that will bring symmetrical Gigabit and multi-Gigabit speeds to families and businesses throughout Willmar. This project represents a multi-million investment by Spectrum in Minnesota and will ensure Willmar has fast, reliable, future-proof broadband service.

This approach also ensures more public funding is available for critical community services, like education, public safety, roads, and parks. And unlike Hometown Fiber's proposal, which will rely on taxpayer funds to service debt, fund operations and will likely require even more public money for ongoing maintenance and upgrades, Spectrum's proposal requires no financial support – now or in the future – from the City or its residents. Given the dramatically increasing cost to deploy internet networks in today's environment, Spectrum offers a better solution for Willmar residents.

We appreciate your attention to this important issue and please do not hesitate to reach out to me if you would like to discuss in more detail.

Sincerely,



Celeste Flynn
Associate Vice President, Government Affairs



David Larson
Director, Government Affairs

CC: Rep. Dave Baker

AMENDMENT TO FIBER COMMUNICATIONS OPERATION CONTRACT

THIS AMENDMENT TO THE FIBER COMMUNICATIONS OPERATION CONTRACT (the “**Amendment**”), is entered into as of [_____], 2025, by and among the **City of Willmar, Minnesota**, a municipal corporation and a political subdivision of the State of Minnesota, (the “**City**”), and Hometown Fiber LLC, a Minnesota limited liability company (the “**Manager**”), (collectively referred to herein as the “**Parties**”).

PREAMBLE

WHEREAS, the Parties entered into that certain Fiber Communications Operation Contract (the “**Operator Contract**”) on August 5, 2024, through which the City sought to utilize the Manager to operate and maintain an open access advanced fiber optic communications network (the “**Open Access Network**”) to serve residents of the City on the terms and conditions set forth in the Operator Contract; and

WHEREAS, following a lengthy RFP process for certain fiber-optic network services, the City determined that it would construct and own such Open Access Network, managed and operated by the Manager, in order to provide services to residents and businesses in the City, which were not available through other providers or the private market and which would not be available in the reasonably foreseeable future; and

WHEREAS, the City’s Open Access Network project is referred to as the Connect Willmar Initiative; and

WHEREAS, a private market entity, Charter Communications, has recently, through direct communication with the Willmar City Council, represented that it intends to install its own infrastructure and facilities and provide such services to certain areas of the City at no cost to the City; and

WHEREAS, the City Council has not made a final determination as to the financial feasibility of the construction and operation of such Open Access Network, has not approved plans and specifications or advertising for bids for construction and installation of the fiber network infrastructure, and has not entered into service level agreements with Internet Service Providers to operate on the Open Access Network; and

WHEREAS, the Parties have determined that it is in their best interests to revise certain obligations and contingencies set forth in the Operator Contract in order to indefinitely suspend their respective obligations under the Operator Contract; and

WHEREAS, the Parties agree that the City Council should retain the right to resume the Connect Willmar Initiative if Charter Communications, or any other private entity which wishes to provide the same or similar services to the residents and businesses in the City, fails to complete improvements necessary to provide such services as described to the City such that the City’s Connect Willmar Initiative remains necessary in order to provide such services to residents and businesses in the City in the reasonably foreseeable future.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Parties agree that the Operator Contract is amended as follows:

1. Suspension of Operator Contract. The Parties agree that all actions authorized by the Operator Contract and the City's payment obligations under the Operator Contract shall be indefinitely suspended upon execution of this Amendment.

2. Indefinite Suspension of Section 5.4. The Parties agree that all conditions upon which such City payment obligations were to be determined and all deadlines for such conditions and determinations established under Paragraphs 5.4(1)-(4) of the Operator Contract shall be suspended for an indefinite period of time.

3. Right to Resume. Notwithstanding the foregoing, the City reserves the right to resume the Connect Willmar Initiative and the Operator Contract by providing written notice thereof to the Manager, following the Manager's receipt of which the Parties shall meet in good faith to establish reasonable deadlines for the conditions under Paragraphs 5.4(1)-(4) of the Operator Contract presently suspended pursuant to this Amendment.

[Signature pages follow]

CITY OF WILLMAR, MINNESOTA

By: _____
Doug Reese, Its Mayor

Date: _____

By: _____
Leslie Valiant, Its City Administrator

Date: _____

NOTARY

STATE OF MINNESOTA)
 :
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ of _____, 2025, by Douglas E. Reese, who is the Mayor of the City of Willmar, and Leslie Valiant, who is the City Administrator of the City of Willmar, on behalf of the City.

Notary Public

Signature Page 1 of 2 to Amendment to Fiber Communications Operation Contract

HOMETOWN FIBER, LLC

By: _____

Date: _____

Title: _____

Print Name: _____

NOTARY

STATE OF MINNESOTA)

:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ of _____,
2025, by _____, who is the _____ of Hometown Fiber, LLC.

Notary Public

Signature Page 2 of 2 to Amendment to Fiber Communications Operation Contract



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	11.A.
Agenda Section:	Closed Session	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Closed session pursuant to MN Stat 13d.05, subd.3(c) parcel 88-106-2130		

RECOMMENDED ACTION:

Closed Session pursuant to Minnesota Statute 13D.05 Subd. 3(c)

OVERVIEW:

Parcel ID No.: 95-378-0010

BUDGETARY/FISCAL ISSUES:**ALTERNATIVES TO CONSIDER:****ATTACHMENTS:**

None



City Council Action Request

Council Meeting Date:	March 3, 2025	Agenda Item Number:	12.A.
Agenda Section:	Open Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Amendment to Purchase Agreement		

RECOMMENDED ACTION:

OVERVIEW:

To be provided

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None