



WILLMAR CITY COUNCIL MEETING

MONDAY, OCTOBER 6, 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. Proclamation

A. Public Power Proclamation

6. Consent Items

Approve:

- A. City Council Minutes of September 15, 2025
- B. Planning Commission Minutes of September 17, 2025_DRAFT
- C. Airport Commission Minutes of September 22, 2025_DRAFT
- D. Human Rights Commission Minutes of January 28, 2025
- E. Human Rights Commission Minutes of May 6, 2025
- F. Human Rights Commission Minutes of July 29, 2025
- G. Willmar Municipal Utilities Commission Minutes of September 22, 2025
- H. June 2025 Parks and Recreation Board Meeting Minutes
- I. Public Works Overhead Door Replacement and Repair Project
- J. Public Works Garage Block Repair
- K. Dovre Township Fire Agreement
- L. Buffalo Lake Lions Club Conduct Off-Site Lawful Gambling Application
- M. Prairie Lakes Chapter Rocky Mountain Elk Foundation Lawful Gambling Application
- N. Accounts Payable Report, 9/10/25 - 10/1/25

Information:

- O. September Monthly Building Report

7. Approve Consent Agenda Items
8. Items Removed from Consent Agenda
9. Open Forum (Individuals Limited to Three (3) Minutes)

10. Public Hearing:

- A. 2026 Improvement Hearing
- B. Ordinance to Amend Ordinance No. 1531 Willmar Municipal Electric Rates
- C. Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges
- D. Special Assessment Hearing for Unpaid Fire Alarm System Charges

11. Regular Business

- A. Assignment and Assumption of Lease
- B. Briefing on Annexation of Land Owned by Vaxxinova from Willmar Township
- C. Special Assessments Against Lands Outside the City Limits
- D. Introduction of an Ordinance Amending Chapter 16 Article III Sanitary Sewer System
- E. Resolution to Acknowledge Donations for the Third Quarter of 2025
- F. Summary of conclusions of the evaluation of the performance of City Administrator Leslie Valiant pursuant to Minn. Stat. § 13D.05, subd. 3.
- G. City Council Budget Work Session, Monday, October 13, 2025

12. Announcements

13. Adjourn



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

PROCLAMATION

WHEREAS, the citizens of Willmar place a high value on local control over community services and have chosen to operate a community-owned, locally controlled, not-for-profit electric utility; and

WHEREAS, Willmar Municipal Utilities has served the community since 1891, providing reliable, efficient, and cost-effective electricity to homes, businesses, schools, social services, and local government agencies; and

WHEREAS, Willmar Municipal Utilities is a valuable community asset, contributing to the well-being of citizens through energy efficiency, customer service, environmental stewardship, economic development, and safety awareness; and

WHEREAS, Willmar Municipal Utilities is part of more than 2,000 public power systems across the United States, collectively serving 49 million people, and demonstrating that public power is dedicated to service, community, and consumer value; and

WHEREAS, Public Power Week is an annual national event that highlights the many community benefits of public power and recognizes the important contributions of public utilities and their employees.

NOW THEREFORE, I, Douglas Reese, Mayor of the City of Willmar, Minnesota, do hereby proclaim October 5-11, 2025 as

PUBLIC POWER WEEK

in the City of Willmar, Minnesota, in appreciation of Willmar Municipal Utilities, our hometown electric utility.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Willmar to be affixed this 6th day of October 2025.

Douglas E. Reese, Mayor

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

September 15, 2025

6:30 PM

The regular meeting of the Willmar City Council was called to order by Mayor Pro Tempore Justin Ask. Members present on a roll call were Mayor Pro Tempore Justin Ask, Council Members Audrey Nelsen, Tom Gilbertson, Steve Gardner, Rick Fagerlie, Vicki Davis, Tom Butterfield, and Carl Shuldes, Excused: Mayor Douglas Reese Present 8, Absent 1.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Michael Holme, Finance Director Tom Odens, Human Resource Director Allisa Gambrel, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, Environmental Specialist Sara Sietsema, City Clerk Vernae Larsen, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Gilbertson moved to **Approve the Agenda as presented.** 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

CONSENT AGENDA

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

- A. City Council Minutes of September 2, 2025
- B. City Council Work Session Minutes August 27, 2025
- C. Willmar Municipal Utilities Commission Minutes of September 8, 2025
- D. Accept **Resolution No. 2025-101** State of Minnesota Airport Maintenance and Operation Grant
- E. Accept **Resolution No. 2025-102** MnDot Runway 13/31 Edge Lights & Signs Grant
- F. Consideration of Sale of THC Product License- SuperValu Inc. dba Cub Foods
- G. Diamond Edge Figure Skating Club Lawful Gambling Application

- H. Diamond Edge Figure Skating Club Lawful Gambling Application
- I. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit— Intuition Brewing LLC
- J. Accept **Resolution No. 2025-103** Final Project No. 2310-A - Eagle Lake Liftstations 7, 8 & 9 Improvements
- K. Accounts Payable Report, 8/27/25 - 9/9/25

Information:

- L. August Monthly Building Report 2025
- M. Finance Report through 8/31/2025
- N. WMU Financial Report July 2025
- O. Director Reports

Council Member Gilbertson made a motion to **Approve Consent Agenda Items as presented**. 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

OPEN FORUM

Chris Van Heuveln – 220 20th St. SE, The Elks Lodge at Parcels 95-182-1990 and 95-182-1970 informed the Council that he met with City engineers and has learned that he needs to seek recovery from the contractor's liability insurance for reparation of their damaged property. He stated that if they don't receive fair compensation they may come back to the Council regarding their assessment.

TABLED

A. Willmar Municipal Utilities Commission Minutes of August 25, 2025
Council Member Nelsen moved to untable the **Willmar Municipal Utilities Commission Minutes of August 25, 2025**. 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

After discussion, a motion was made by Council Member Ask to **Approve the Willmar**

Municipal Utilities Commission Minutes of August 25, 2025. 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

REGULAR BUSINESS

A. Accept the 2024 Audit

David Euerle from Westberg Eischens presented the 2024 audit. A motion was made by Council Member Gilbertson to **Accept the 2024 Audit** as presented. 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

B. Willmar Municipal Utilities 2026 Budget

Willmar Municipal Utilities General Manager Jeron Smith presented the Willmar Municipal Utilities 2026 Budget. Council Member Gardner made a motion to approve the **Willmar Municipal Utilities 2026 Budget as Presented**. 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. 2026 Preliminary Engineering Report

City Engineer Jared Voge presented the 2026 Preliminary Engineering Report and called for the 2026 Improvement Hearing to be set for October 6th, 2025. Council Member Fagerlie made a motion to **Adopt Resolution No. 2025-104 receiving the 2026 Preliminary Engineering Report and called for a 2026 Improvement Hearing to be set for October 6, 2025**. 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

D. Public Works Roofing Project

Public Works Director Justin DeLeeuw presented the proposal for the public works roof repairs. A motion was made by Council Member Fagerlie to **Adopt Resolution 2025-105 accepting the proposal from The Jamar Company for the replacement of the public works roof in the amount of \$507,125.** 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

E. Inflow and Infiltration Ordinance Overview

Environmental Specialist Sara Sietsema introduced information about the proposed Inflow and Infiltration (I/I) Ordinance that will be presented to the Council at the next meeting.

F. Joint WMU Commission/City Council Work Session Proposal

City Administrator Leslie Valiant asked the Council to Authorize her to work with the WMU General Manager to develop a Request for Proposals (RFP) for the hiring of a facilitator to conduct a joint work session. A motion was made by Council Member Nelsen and seconded by Council Member Davis to **authorize the City Administrator to work with WMU General Manager to develop a Request for Proposals (RFP) for the hiring of a facilitator to conduct a joint City Council and Utilities Commission work session.** The motion 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 Pro Tempore Ask called for a short break at 8:05 PM.

The meeting resumed at 8:16 PM.

CLOSED SESSION

A. Executive Session to Discuss Evaluation of Performance of Leslie Valiant pursuant to MN Stat. 13d.05. subd.3(a)

A motion was made by Council Member Gardner to enter **Closed Session pursuant to MN § 13d.05.subd.3(a).** Council Member Shuldes 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

The Council entered closed session at 8:18 PM pursuant to MN §13d.05.subd.3(a).
Closed Session concluded at 9:32 PM.

Having no further business to discuss, Council Member Fagerlie moved to **Adjourn** at 9:32 PM. 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

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2025-101

A RESOLUTION AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTION AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

Motion By: Gilbertson Second By: Davis

BE IT RESOLVED by the **City of Willmar** as follows:

1. That the state of Minnesota Contract Number **1060388**, "Airport Maintenance and Operation Grant Contract," at the **Willmar Municipal Airport** is accepted.
2. That the Mayor and the City Administrator are authorized to execute this Contract and any amendments on behalf of the **City of Willmar**.

Dated this 15th day of September, 2025

_____/S/Justin Ask

Mayor Pro Tempore

Attest:

_____/S/Vernae Larsen

City Clerk

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF KANDIYOHI

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
City of Willmar

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION NO. 2025-102

**A RESOLUTION AUTHORIZING TO EXECUTE MINNESOTA DEPARTMENT OF
TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING
LAND ACQUISITION.**

Motion By: Gilbertson

Second By: Davis

BE IT RESOLOVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the city staff be authorized to accept the Runway 13/31 Lighting Replacement, agreement #1061196 in the amount of \$19,545.01 and enter into a grant agreement and authorize the Mayor and City Administrator to execute the same.

Dated this 15th day of September, 2025

_____/S/Justin Ask

MAYOR PRO TEMPORE

Attest:

_____/S/Vernae Larsen

CITY CLERK

Resolution No. 2025-103

A RESOLUTION ACCEPTING PROJECT NO. 2310-A AND AUTHORIZING FINAL PAYMENT.

Motion By: Gilbertson Second By: Davis

IMPROVEMENT: Project No. 2310-A: Eagle Lake Liftstations 7, 8 & 9 Improvements

CONTRACTOR: Tom's Backhoe Service, Inc.

DATE OF CONTRACT: March 18, 2024

BEGIN WORK: May 1, 2024

COMPLETE WORK: August 6, 2025

APPROVE, ENGINEERING DEPT: August 27, 2025

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

1. The said City of Willmar Project No. 2310-A be herewith approved and accepted by the City of Willmar.

2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$1,909,332.00
CHANGE ORDER NO. 1	-\$10,369.85
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,898,962.15
Less Previous Payments	\$1,878,982.53
FINAL PAYMENT DUE CONTRACTOR:	\$19,979.62

Dated this 15th day of September, 2025

/S/Justin Ask

Mayor Pro Tempore

Attest:

_____/S/Vernae Larsen

City Clerk

RESOLUTION NO. 2025-104
RECEIVING 2026 PRELIMINARY REPORT AND
CALLING PUBLIC HEARING ON
YEAR 2026 IMPROVEMENT PROJECTS

Motion By: Fagerlie Second By: Nelsen

WHEREAS:

1. The City Council deems it necessary and expedient that the City of Willmar, Minnesota, construct certain improvements to-wit: grading, gravel base, bituminous paving, curb and gutter, sidewalk, sanitary sewer, and water main in the City as described in and in accordance with the preliminary plans and report prepared by the City Engineer.

2. The Council has been advised by the City Engineer that said Year 2026 Improvement Projects contained in the Preliminary Report are feasible and should best be made as proposed, and the City Engineer's report to this effect has heretofore been received by the Council, and filed with the Clerk; and

3. The statute provides that no such improvements shall be made until the Council shall have held a public hearing on such 2026 improvements following mailed notice and two publications thereof in the official newspaper stating time and place of the hearing, the general nature of the improvement, the estimated costs thereof and the area proposed to be assessed, in accordance with the law;

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

1. A public hearing will be held at the time and place set forth in the Notice of Hearing hereto attached to consider said proposed improvements.

2. The nature of the improvements, the estimated cost of each major portion thereof, and the areas proposed to be assessed therefore are described in the form of Notice of Hearing hereto attached.

3. The notice of said public hearing shall be in substantially the form contained in the notice hereto attached.

4. The Clerk is hereby authorized and directed to cause notice of said hearing to be given two publications in the official newspaper. Said publications shall be one week apart, and at least three days shall elapse between the last publication and the hearing. Not less than ten days before the hearing the Clerk shall mail notice of the hearing to the owner of each parcel of land within the area proposed to be assessed as described in the notice. For the purpose of giving such mailed notice, owners shall be those shown to be such on the records of the County Auditor or, if the tax statements in the County are mailed by the County Treasurer, on the records of the County Treasurer. As to properties not listed on the records of the County Auditor or the County Treasurer, the Clerk shall ascertain such ownership by any practicable means and give mailed notice to such owners.

Dated this 15th day of September, 2025

/S/Justin Ask

Mayor Pro Tempore

Attest:

/S/Vernae Larsen

City Clerk

RESOLUTION NO. 2025-105

**A RESOLUTION AUTHORIZING THE CITY OF WILLMAR TO ENTER INTO AN AGREEMENT
WITH THE JAMAR COMPANY**

Motion By: Fagerlie

Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, to authorize the Mayor and the City Administrator to enter into an agreement with The Jamar Company for the Public Works Roofing project in the amount of \$507,125.

Dated this 15th day of September, 2025

/S/Justin Ask
MAYOR PRO TEMPORE

Attest:

/S/Vernae Larsen

CITY CLERK

**WILLMAR PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 17, 2025
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, September 17, 2025, at 6:00PM at City Hall.

Members Present: Gary Newberg; Christopher Buzzeo; and Bob Poe.

Members Absent: Stacey Holwerda; and Yvon Fils-Aime.

Others Present: Christopher Frank (City Planner); Brian Gazelka (Applicant); Jason Hamstad (Applicant); Patrick O'Rourke (Applicant); and Nicole Rash (Applicant).

1. Chair Buzzeo called for order at 6:00PM.
2. Roll Call.
3. Additions/Deletions: A motion was made to add a swap item 6.3.1 with 6.3.4 to allow additional time for the representative for the new 6.3.4 to arrive, who had previously requested accommodation with city staff. The motion was made by Commissioner Newberg, seconded by Commissioner Poe, and approved unanimously.
4. Minutes:
 - 4.1. **Planning Commission Minutes for August 20, 2025**: Commissioner Newberg motioned to approve the Minutes for August 20, 2025, seconded by Commissioner Poe, and approved unanimously.
5. General Public Testimony: None.

6. REGULAR BUSINESS

6.1 HEARING AND ACTION

None.

6.2 PLATS

None.

6.3 BRIEFINGS

6.3.1 CONDITIONAL USE PERMIT: BRIAN GAZELKA (STATE FARM) HOME OCCUPATION

Location: 1904 7TH ST SW; PID#: 95-340-0310; Zone: R-2; Ward 2

The applicant, Mr. Gazelka, is seeking a Conditional Use Permit (CUP) for a home occupation to operate his State Farm Insurance office out of a residential property that would also serve as his Willmar residence. He is planning to reduce his business capacity to typically only one employee and

one client visiting at a time, with possible brief overlaps. He noted that most business is now electronic, estimating only two to six vehicles visiting the office daily. The property would access parking via 7th Street, not 19th Avenue, to avoid backing out onto the busy 19th Avenue, with off-street parking for two spots near the house and in the garage. He plans to use an existing 32-sq foot State Farm sign, possibly on the north side of the house facing 19th Avenue.

The CUP, if granted, would run with the property for a similar home occupation use. This was a briefing with no action taken, and the action is anticipated at the next meeting.

6.3.2 CONDITIONAL USE PERMIT: CLOUD NINE FARMS (HEMPONIX) CANNABIS RETAIL

Location: 1425 1ST ST S; PID#: 95-923-8500; Zone: GB-2; Ward 4

The applicant, Cloud Nine Farms, currently operates a low-potency cannabis business in the southern corner of the strip mall named Hemponix, and has now applied for a new high-potency retail location, called Cloud Nine Farms, which will be a separate, sectioned-off space within the strip mall, to comply with state standards. The location meets the required setbacks: a 500-foot restriction from playgrounds, daycares, and residential treatment facilities, and a 1,000-foot setback for schools. This was a briefing with no action taken, and the action is anticipated at the next meeting.

6.3.3 CONDITIONAL USE PERMIT: ADAM HEDLOF/PATRICK O'ROURKE CANNABIS RETAIL

Location: 1305 1ST ST S; PID#: 95-923-8620; Zone: GB-2; Ward 4

The applicant requests conditional use permit to operate a cannabis retail business within the location known as the old Cashwise liquor. They plan to renovate the space to a 1,700 square foot retail area, custom-designed to OCM state requirements. The owners hope to be open by Christmas or the first week of January, with the build-out estimated to take about 90 days. This was a briefing with no action taken, and the action is anticipated at the next meeting.

6.3.4 CONDITIONAL USE PERMIT: LEAFLINE (RISE) CANNABIS RETAIL

Location: 1413 1ST ST S; PID#: 95-923-8615; Zone: GB-2; Ward 4

The applicant, Rise, has applied for conditional use permit for cannabis retail use under their medical combo license, a unique license in Minnesota, which does not count against the city's cap of two retail licenses. The medical combo license allows the business to sell to the general adult population in addition to medical patients; however, all medical requirements must still be fulfilled, including having a pharmacist or equivalent practitioner dispense it. This was a briefing with no action taken, and the action is anticipated at the next meeting.

7. DIRECTOR'S REPORT

City staff reported that a focus group for the new rental housing ordinance met on September 4th, which provided good insight and will lead to the planning of a survey and more public outreach.

Another focus group meeting is planned for October, after which any rewrites and comments will be brought before the Planning Commission for a recommendation.

8. MISCELLANEOUS

9. ADJOURN

Commissioner Poe moved to adjourn the meeting, seconded by Commissioner Newberg, and passed unanimously. The meeting was adjourned at 6:50 PM.

**Willmar Municipal Airport Commission
City of Willmar
Wednesday September 22, 2025**

The Willmar Municipal Airport Commission met on Monday September 22, 2025 at 5:00 p.m. at the Willmar Municipal Airport.

Members Present: Arnie Plowman, John Hafner, David Frey, Dan O'Meara, Ryan Nelson (via zoom) and Councilman Carl Shuldes.

Others Present: Justin DeLeeuw Public Works Director City of Willmar, Eric Rudningen Airport Manager/FBO owner, Silas Parmar Bolten and Menk (via Zoom).

The meeting was called to order at 5:00 by Chair Plowman

An update was given on the Life Link hangar. No firm move in date yet. Public Works has begun work on the access road but it has been very wet.

Silas gave an update on projects and funding. We were able to secure additional FAA dollars for our LED project. This frees up AIP dollars for other potential projects. Snow removal equipment and a Box hangar were discussed. LED project is slated to begin in April 2026.

Discussion on ongoing maintenance included street lights on entrance road, runway and taxiway lights, and AWOS outages. There was continued discussion around air traffic control equipment and clearances on the ground in Willmar.

The 20 year celebration group has plans to meet in the next week.

Pgs 5-15 of the current minimum standards were reviewed.

Next meeting will be November 24, 2025 at 5:00 pm at the airport.

Meeting was adjourned at 5:57 p.m. motion by Plowman second by O'Meara.

Respectfully submitted,

Eric Rudningen

WILLMAR HUMAN RIGHTS COMMISSION MINUTES

WILLMAR PUBLIC LIBRARY

WILLMAR, MINNESOTA

January 28, 2025

5:00 p.m.

The regular meeting of the Willmar Human Rights Commission was called to order by Chair Dahl. Members present on a roll call were Jon Dahl, John Maldonado, Jill Benson, Richard Engan, Heidi Ahmann, Peggy Karsten, and Allen Clark. Present 7.

Also present; City Council Member Vicki Davis, City Operations Director Kyle Box, and Community Growth Director Pablo Obregon.

There were no additions or deletions to the agenda as presented.

Motion by Member Benson, Seconded by Member Maldonado, to approve the minutes. All voted in favor.

Director Obregon spoke about gaining traction for the Human Rights Commission, which he suggested could be through a revised mission and vision statement. Obregon discussed the draft of a mission statement for the HRC, which included promoting awareness, education, and advocacy. The commission discussed the revision.

Members of the Human Rights Commission discussed 2025 goals for the commission. Members decided they would like to create awareness and to build a better platform to reach the community.

Members of the Human Right Commission would like to continue the mission and vision statement topic at a later meeting.

At 6:01 P.M., a motion by Member Karsten, Seconded by Member Engan, to adjourn the meeting. All voted in favor.

/s/ Jon Dahl

Chair

Attest:

/s/ Pablo Obregon

Director of Community Growth

WILLMAR HUMAN RIGHTS COMMISSION MINUTES
WILLMAR PUBLIC LIBRARY
WILLMAR, MINNESOTA

May 6, 2025
5:00 p.m.

The regular meeting of the Willmar Human Rights Commission was called to order by Chair Dahl. Members present on a roll call were Jon Dahl, John Salgado Maldonado, Jill Benson, Allen Clark, Heidi Ahmann, and Peggy Karsten. Absent: Richard Engan. Present 6, Absent 1

Also present; City Council Member Justin Ask and Vicki Davis, Community Growth Director Pablo Obregon, and City Operations Director Kyle Box.

There were no additions or deletions to the agenda as presented.

Motion by Member Ahmann, Seconded by Member Karsten, to approve the minutes. All voted in favor.

Commission members asked for nominations for the Chair of the Human Rights Commission. Members nominated John Salgado Maldonado for Chair. Motion by Member Karsten, Seconded by Member Benson to approve John Salgado Maldonado as the Chair of the Human Rights Commission. All voted in favor.

Commission members asked for nominations for the Vice Chair of the Human Rights Commission. Members nominated Jill Benson for Vice Chair. Motion by Member Karsten, Seconded by Member Ahmann, to approve Jill Benson as the Vice Chair of the Human Rights Commission. All voted in favor.

Commission members asked for nominations for the Corresponding Secretary for the Human Rights Commission. Members nominated Allen Clark as the Corresponding Secretary. Motion by Member Ahmann, Seconded by Member Benson, to approve Allen Clark as Corresponding Secretary. All voted in favor.

Members discussed their next meeting date, which is July 29, 2025, at 5:00 p.m. located at City Hall.

At 5:26 P.M., a Motion by Member Ahmann, Seconded by Member Karsten, to adjourn the meeting. All voted in favor.

/s/ John Salgado Maldonado
Chair

Attest:

/s/ Pablo Obregon
Director of Community Growth

WILLMAR HUMAN RIGHTS COMMISSION MINUTES
WILLMAR PUBLIC LIBRARY
WILLMAR, MINNESOTA

July 29, 2025
5:00 p.m.

The regular meeting of the Willmar Human Rights Commission was called to order by Chair Salgado Maldonado. Members present on a roll call were John Salgado Maldonado, Jill Benson, Allen Clark, Heidi Ahmann, and Peggy Karsten. Absent: Richard Engan and Jon Dahl. Present 5, Absent 2

Also present; City Council Member Vicki Davis and Community Growth Director Pablo Obregon.

There was an addition to the agenda suggested by Chair Salgado Maldonado to provide an update to the commission. Motion by Member Karsten to approve the agenda as amended. All voted in favor.

Motion by Member Ahmann, Seconded by Member Karsten, to approve the minutes. All voted in favor.

Chair Salgado Maldonado asked commission members for their goals for the commission with him as the Chair. Commission members suggested that the Human Rights Commission should be more engaged with the community. Some offerings included providing resources for the community and staffing tables for the upcoming Welcoming Week.

Member Ahmann suggested educating the community and providing resources regarding human sex trafficking. Commission members suggested ways that they can highlight such issues and make local connections to bring awareness. Collaborating with the community and bringing in a speaker was favorable by the commission members.

Commission members concluded with a goal to find out what the community is impacted by and to connect with organizations to make a difference in the community.

Members discussed their next meeting date, which is October 28, 2025, at 5:00 p.m. located at City Hall.

At 5:31 P.M., a Motion by Member Clark, Seconded by Member Karsten, to adjourn the meeting. All voted in favor.

/s/ John Salgado Maldonado
Chair

Attest:

/s/ Pablo Obregon
Director of Community Growth



WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – September 22, 2025

11:45 a.m. – WMU Auditorium

The Willmar Municipal Utilities Commission met in regular session on Monday, September 22, 2025, at 11:45 a.m. in the WMU Auditorium. Commissioners present included Shawn Mueske (President), John Kennedy, Terrill Sieck, Dave Baumgart, Carol Laumer, Bruce DeBlieck, and Patricia Elizondo.

Staff present included Jeron Smith, General Manager; Janell Johnson, Director of Administration; Kevin Marti, Facilities & Maintenance Supervisor; Andrea Prekker, Finance & Office Services Supervisor; Mike Sangren, Information Systems Coordinator; Abby Ahrendt, Executive Secretary; and Tom Gilbertson, City Council Liaison. City Attorney Robert Scott attended via teleconference. Jennifer Kotila of the *West Central Tribune* was also present.

President Mueske called the meeting to order, followed by the Pledge of Allegiance. With no changes to the agenda, he proceeded to the Consent Agenda. General Manager Smith highlighted items within the payment of bills. Following review and discussion, Commissioner Sieck moved, and Commissioner Baumgart seconded, to approve the Consent Agenda.

RESOLUTION NO. 39

BE IT RESOLVED by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Consent Agenda be approved as presented, including the following:

- ❖ Minutes from the September 8, 2025, MUC Meeting
- ❖ Bills represented by vouchers No. 20251416 through No. 20251475, including associated wire transfers, totaling \$2,539,262.98.

Dated this 22nd day of September, 2025.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of seven ayes and zero nays.

President Mueske introduced Resolution No. 40, designating October 5–11, 2025 as Public Power Week in appreciation of Willmar Municipal Utilities. The resolution recognized the value of local, community-owned electric service and WMU's contributions to reliable, cost-effective electricity, energy efficiency, customer service, environmental protection, economic development, and safety awareness. Commissioner DeBlieck seconded the motion.

RESOLUTION NO. 40

WHEREAS, we, the citizens of Willmar, place high value on local control over community services and therefore have chosen to operate a community-owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies;

WHEREAS, Willmar Municipal Utilities provides our homes, businesses, schools, social services, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, Willmar Municipal Utilities is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness;

WHEREAS, Willmar Municipal Utilities is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

NOW, THEREFORE BE IT RESOLVED: that Willmar Municipal Utilities will continue to work to bring low-cost, safe, reliable electricity to community homes and businesses just as it has since 1891, the year when the utility was created to serve all the citizens of Willmar; and

BE IT FURTHER RESOLVED: that the week of October 5–11, 2025 be designated Public Power Week to recognize Willmar Municipal Utilities for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED: that our community joins hands with more than 2,000 other public power systems in the United States in this celebration of public power, which is best for consumers, business, the community, and the nation.

The foregoing resolution was adopted by a vote of seven ayes and zero nays.

Commissioner Laumer moved to request that the City issue a mayoral proclamation recognizing Public Power Week. Commissioner Baumgart seconded. The motion carried unanimously.

Facilities and Maintenance Supervisor Kevin Marti presented Task Order No. 15 with DGR Engineering regarding the decommissioning of two wind turbines. Following discussion, Commissioner Baumgart moved to approve Task Order No. 15 with DGR Engineering for professional services associated with wind turbine decommissioning in the amount of \$47,500, and Commissioner Laumer seconded.

RESOLUTION NO. 41

BE IT RESOLVED by the Municipal Utilities Commission of the City of Willmar, Minnesota, that Task Order No. 15 with DGR Engineering for professional services associated with decommissioning of two wind turbines located north of the senior high school is hereby approved in the amount of \$47,500.

Dated this 22nd day of September, 2025.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of seven ayes and zero nays.

General Manager Smith informed the Commission that Willmar Municipal Utilities is conducting a customer survey to gather input on ways WMU can better serve its customers. He also provided an update on the Old National Bank acquisition of Bremer Bank and noted that the August MRES Board Meeting Summary is available for review. In addition, Smith gave an overview of action taken by the City Council at their September 15th meeting, explaining that City Administrator Valiant proposed a joint work session between the City Council and the Utility Commission. City Administrator Valiant was directed to work with General Manager Smith to present a list of potential facilitators and associated costs to the City Council and Utility Commission. Following discussion, Commissioner Kennedy moved, and Commissioner Baumgart seconded, to hold an ad hoc “Advantage of Public Power” committee meeting to further discuss the joint work session. The motion carried unanimously.

Upcoming Events:

- ❖ Employee Recognition Luncheon – October 8 at 12:00 p.m.
- ❖ MRES Area Meeting (Alexandria, MN) – October 22

President Mueske asked for any additional discussion. Hearing none, Baumgart moved to adjourn, and Laumer seconded. Motion carried unanimously. The meeting adjourned at 12:30 p.m.

Respectfully submitted,
WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Secretary

PARKS AND RECREATION BOARD
June 18, 2025, 1:30PM
Willmar Civic Center-Community Room

Members Present: Steve Tammen, Al Setrum, Doug Doering, Jeff Newberg
Taylor Marcus, Alissa Norsten

Staff Present: Rob Baumgarn, Rachel Centellas, Curt Hein, Devin Hatch

Council Members Present: Steve Gardner, Carl Shuldes

Jeff called the meeting to order and took roll call. He asked for any additions or deletions to the agenda, there were none.

Jeff asked for a motion to approve the March meeting minutes. Steve made a motion, Alissa seconded. All were in favor. March meeting minutes approved. Jeff asked for a motion to approve the May meeting minutes. Steve made a motion, Taylor seconded. All were in favor. May meeting minutes approved.

There were no public comments.

Rob gave an update on Cardinal Place at the Civic Center. Things have been working well so far, it's nice just being able to walk kids to programs for them. Discussion took place about Cardinal Place.

Rob gave an update on the Rice Park splash pad. The controller is broken, and we are waiting for a custom part to be made. The part is \$11,000 and is expected to be here July 14th. Discussion took place on the splash pad.

Devin gave an update on his programs and summer so far. Rain has had a huge impact on getting games and practices in. Discussion took place on summer programming.

The board took a tour of the Civic Center wall and trailhead project, discussion took place on the tour.

Jeff asked the board their opinion on only meeting every other month. The board agreed a monthly meeting should take place if there are items to talk about.

Steve made a motion to adjourn the meeting, Alissa seconded. All were in favor.
Meeting adjourned.



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	6.I.
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:	Public Works Overhead Door Replacement and Repair Project		

RECOMMENDED ACTION:

To adopt the resolution awarding the Public Works overhead door replacement and repair project to Excel Overhead Door in the amount of \$39,616.00.

OVERVIEW:

The 2024 Capital Improvement Plan included the replacement and repair of various doors at the Public Works garage. Several entry doors have already been replaced, and attention has now shifted to the facility's overhead doors. Quotes were requested for the replacement of various overhead doors, operators, photo eyes/pressure sensors, and related electrical work.

Quotes were received from two contractors: Excel Overhead Door (\$39,616.00) and American Door Works (\$42,360.00). After reviewing the proposals, staff recommends proceeding with the lower quote from Excel Overhead Door.

BUDGETARY/FISCAL ISSUES:

The 2024 Capital Improvement Plan allocated \$50,000 for door repairs and replacements. To date, \$8,480.07 has been spent on door replacement, leaving a remaining budget of \$41,519.93. The quote from Excel Overhead Door falls within this budget.

ALTERNATIVES TO CONSIDER:

Deny one or both of the quotes.

ATTACHMENTS:

1. Resolution- Accept Bid PW Overhead Door Replacement
2. Excel Quote
3. ADW Quote

Resolution No._____

**A RESOLUTION AWARDING THE PUBLIC WORKS OVERHEAD DOOR REPLACEMENT AND REPAIRS TO EXCEL
OVERHEAD DOOR IN THE AMOUNT OF \$39,616.00.**

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 Excel Overhead Door of Willmar, MN for the Public Works overhead door replacement and repairs 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 \$39,616.00.

Dated this 6th day of October, 2025

Mayor

Attest:

City Clerk



514 Pacific Ave SW
PO Box 3107
Willmar, MN 56201
320-235-2971

Estimate

Date	Estimate #
9/16/2025	2003-2724
VALID FOR 7 DAYS	

Name / Address
City of Willmar 333 6th St SW Willmar, MN 56201

Project	Project Location	Terms
	801 Industrial Drive	Due on receipt

Qty	Description	Cost	Total
	Doors 1 and 2 - both doors in good condition. Both operators are Logic 5.0 so they are photo eye ready, just need to run wires down to eyes and connect to motor. Suggest leaving doors and ordering spare set of springs and 3 spare sections. Doors are identical so this would be the most cost effective way to prevent down time with these critical doors		
8	Hourly Labor Rate \$112/hour	112.00	896.00
2	.375 x 6" x 49-1/2" spring W/C and Filled	700.00	1,400.00
1	16'2" x 24" CHI Door Model 3216 Bottom Section White	910.00	910.00
1	16'2" x 24" CHI Door Model 3216 Intermediate Section White	860.00	860.00
1	16'2" x 24" CHI Door Model 3216 Intermediate Section	1,460.00	1,460.00
	(4)24x12 insulated windows White		
2	Pair of LiftMaster CPS-U Photo eyes	170.00	340.00
	Vehicle Storage - replace operator on one door add photo eyes to existing T-501L5 operator - needs to be wired by electrician		
1	LiftMaster model T-501L5 1/2hp commercial Heavy duty	900.00	900.00
	Trolley operator w/ open/close/stop wall station and photo eyes		
1	Commercial Operator Installation	300.00	300.00
1	LiftMaster CPS-U Photo eyes	170.00	170.00
		Subtotal	
Signature		Sales Tax (7.875%)	
Date		Total	



514 Pacific Ave SW
PO Box 3107
Willmar, MN 56201
320-235-2971

Estimate

Date	Estimate #
9/16/2025	2003-2724
VALID FOR 7 DAYS	

Name / Address
City of Willmar 333 6th St SW Willmar, MN 56201

Project	Project Location	Terms
	801 Industrial Drive	Due on receipt

Qty	Description	Cost	Total
10	Vehicle Storage - doors 11-22 all old operators that need to be replaced in order to use photo eyes/remotes LiftMaster model 85870 3/4hp chain-driven trolley operator w/ (1) remote. Wifi Enabled	680.00	6,800.00
10	Operator Install Residential	200.00	2,000.00
2	Cold Storage - replace operators on doors #9 and #10 LiftMaster Maxum TDC7S1BMC commercial DC motor Trolley operator w/ enhanced wall station and CPS-U photo eyes. Wifi Enabled	1,265.00	2,530.00
2	Commercial Operator Installation	300.00	600.00
	Mechanics Garage - estimate to replace two old existing doors #6 and #8		
		Subtotal	
Signature		Sales Tax (7.875%)	
Date		Total	



514 Pacific Ave SW
PO Box 3107
Willmar, MN 56201
320-235-2971

Estimate

Date	Estimate #
9/16/2025	2003-2724
VALID FOR 7 DAYS	

Name / Address
City of Willmar 333 6th St SW Willmar, MN 56201

Project	Project Location	Terms
	801 Industrial Drive	Due on receipt

Qty	Description	Cost	Total
1	18'2" x 16' CHI model 3216 super-insulated 2" woodgrain steel sandwich microgrooved door. White 3" rev angle 72" hi-lift radius (5)24x12 insulated windows 25,000 cycle springs	10,000.00	10,000.00
1	18' x 16' Door install includes strut, perimeter weatherstrip and one-year warranty.	2,400.00	2,400.00
1	10'2" x 10' CHI model 3216 super-insulated 2" woodgrain steel sandwich microgrooved door. White 2" rev clip angle Vertical Lift (3)24x12 insulated windows 25,000 cycle springs	3,500.00	3,500.00
1	10' x 10' Door install includes strut, perimeter weatherstrip and one-year warranty.	800.00	800.00
1	Electrical work to run low-voltage wires for photo eyes Subcontractor Work done by Hentges Electric	3,750.00	3,750.00
		Subtotal	\$39,616.00
Signature		Sales Tax (7.875%)	\$0.00
Date		Total	\$39,616.00



QUOTE

AMERICAN DOOR WORKS

1301 East Hwy 12
Willmar, MN, 56201
Phone: 320-235-7688

Quote Nbr.: Q009342
Order Date: 9/5/2024
Valid Until:
Sales Person: Wes Rutgers
Customer ID: C000004404

ISSUED TO:	SHIP TO:	MAIN CUSTOMER CONTACT:
City of Willmar City Offices Building 333 6th St Sw Willmar MN 56201-3457	City of Willmar City Offices Building 333 6th St Sw Willmar MN 56201-3457	Email: kradunz@willmarmn.gov Cell:320-894-8509 Contact: Kyle Radunz

City of Willmar - Public Works Shop OH door project

ITEM	QTY.	UOM
DOORS 2 AND 4	0.00	NOTE
Rep. Sections (3) CHI 3216 16'2 x 24" Bot, int, and int. with windows	1.00	EACH
Labor to replace sections -	1.00	EACH
LM CPS-U Logic Protector System Photo-Eyes	2.00	PAIR
.375 x 6 x 49.5" Pair of springs -	1.00	EACH
	0.00	NOTE
VEHICLE STORAGE BUILDING - New Openers	0.00	NOTE
LM Maxum Trolley DC Operator 700 Lb. Standard Duty - 12' KIT	13.00	EACH
LM 893MAX 3 Button Universal Transmitter	13.00	EACH
LM CPS-U Logic Protector System Photo-Eyes	1.00	PAIR
Commercial Installation Labor	13.00	EACH
	0.00	NOTE
COLD STORAGE BUILDING - OPENERS (Doors 9 &10)	0.00	NOTE
LM Maxum Trolley DC Operator 700 Lb. Standard Duty - 14' KIT	2.00	EACH
LM 893MAX 3 Button Universal Transmitter	4.00	EACH
Labor to install 2 new openers	1.00	EACH
	0.00	NOTE
MECHANICS GARAGE - DOORS AND OPENERS	0.00	NOTE
NC TAS III - 18-2 x 16-0 - 3" Insulated Steel - White - with 4 windows in 3rd Section - 3" Leg in Track with 72" of Hi-Lift Track - Complete	1.00	EACH
LM Maxum JHDC12 - 3 phase Hoist opener - Door 8	1.00	EACH
18x16 Labor for door and opener install	1.00	EACH
	0.00	NOTE
NC TAS III - 10-2 x 10-0 - 3" insulated Steel with 3 windows in 3rd section and Full Vertical Lift	1.00	EACH
LM Maxum JHDC7 - 3 phase hoist opener - Door 6	1.00	EACH
10x10 labor for door and opener install	1.00	EACH



QUOTE

AMERICAN DOOR WORKS
1301 East Hwy 12
Willmar, MN, 56201

Quote Nbr.: Q009342
Order Date: 9/5/2024
Valid Until:
Sales Person: Wes Rutgers
Customer ID: C000004404

ISSUED TO:	SHIP TO:	MAIN CUSTOMER CONTACT:
City of Willmar City Offices Building 333 6th St Sw Willmar MN 56201-3457	City of Willmar City Offices Building 333 6th St Sw Willmar MN 56201-3457	Email: kradunz@willmarmn.gov Cell:320-894-8509 Contact: Kyle Radunz

City of Willmar - Public Works Shop OH door project

ITEM	QTY.	UOM
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The pricing provided within this quote is based on current material costs and does not include any potential tariffs, surcharges, or other government-imposed fees. If our material suppliers adjust their pricing due to changes in tariffs, surcharges or other external factors beyond our control, American Door Works reserves the right to adjust our pricing accordingly. Any such adjustments will be communicated promptly, and a revised quote or change order will be provided for approval before proceeding with any further material supply.

Conditions based on American Door Works Installation:

1. Opening(s) preparation to be done by "other".
2. Quote/Order pricing based on working off of concrete floors. Dirt floors may result in additional charges.
3. Customer responsible for opening(s) & work area clear of any obstructions. Obstructed work areas and/or unprepared openings may result in additional charges.
4. ALL electrical work to be performed by "other".
5. 50% deposit required on all orders.

Signature: _____

Date: 9/5/2024

Subtotal:	42,360.00
Tax Total:	0.00
Total:	42,360.00



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	6.J.
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:	Public Works Garage Block Repair		

RECOMMENDED ACTION:

To adopt the resolution awarding the Public Works block repair project to Sjoberg Masonry and Concrete, LLC in the amount of \$46,899.00.

OVERVIEW:

The Public Works garage has various exterior areas that need block replacement and repair. Moisture has worked into the blocks and has caused significant deterioration in these areas. Repairs would include joint & mortar repair as well as selective block replacement.

Quotes were received from two contractors: Sjoberg Masonry and Concrete, LLC (\$46,899.00) and Building Restoration Corporation (\$232,933.00). After reviewing the proposals, staff recommends proceeding with the lower quote from Sjoberg Masonry and Concrete, LLC.

Previously, the City Council had set aside funds from the sale of the Redwood Falls medical building to cover the cost of this project.

BUDGETARY/FISCAL ISSUES:

\$46,899.00

ALTERNATIVES TO CONSIDER:

Reject the proposal

ATTACHMENTS:

1. Resolution- Accept Bid PW Block Project
2. Sjoberg Masonry and Concrete LLC - Public Works Block Repair
3. Building Restoration - Public Works Block Estimate

Resolution No._____

A RESOLUTION AWARDING THE PUBLIC WORKS BLOCK REPLACEMENT AND REPAIR PROJECT TO SJOBERG MASONRY & CONCRETE, LLC IN THE AMOUNT OF \$46,899.00.

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 Sjoberg Masonry & Concrete, LLC for the Public Works block replacement and repairs 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 \$46,899.00.

Dated this 6th day of October, 2025

Mayor

Attest:

City Clerk

ESTIMATE

Sjoberg Masonry and Concrete,
LLC
5051 90th Ave NE
Spicer, MN 56288

sjobergmasonry@hotmail.com
+1 (320) 333-1058



City Of Willmar:Willmar Public Works

Bill to
City of Willmar

Ship to
City of Willmar

Estimate details

Estimate no.: 1077
Estimate date: 09/22/2025
Expiration date: 10/21/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Block	Bid is for restoring all areas of damaged block and joints. Numerous areas that were discussed need significant repairs as water is getting into the joints and block and is causing deterioration. In my opinion, if repairs are not done before this coming winter, all the areas will be worse off. Bid includes all areas that are cracked will be grinded and repaired with new mortar. All areas where block is broken will be replaced with new block. All areas where the mortar is being pushed out will be grinded and repaired with new mortar. All Material and Labor is included. NO winter conditions. Bid Expires in 30 days.	1	\$46,899.00	\$46,899.00

Total \$46,899.00

Expiry date 10/21/2025

Accepted date

Accepted by



Willmar Public Works Garage

801 Industrial Drive SW

PREPARED FOR:

City of Willmar

Attn: Justin Deleeuw

801 Industrial Drive SW

Willmar, MN 56201

PHONE: 320-214-5171

EMAIL: jdeleeuw@willmarmn.gov

SUBMITTED BY:

Building Restoration Corporation

1920 Oakcrest Ave, Suite 1

Roseville, MN 55113

Jeremy Green

Project manager

612-638-1831

jeremy.green@buildingrestoration.com



PROJECT PROPOSAL

Submission Date: August 15th, 2025

PROJECT APPROACH & WORK SCOPE

Dear Customer,

Following our detailed inspection of the building's CMU walls, we observed multiple forms of deterioration that, if left unaddressed, could lead to increased structural concerns and ongoing maintenance issues. The most notable problems include vertical, horizontal, and stair-step cracking, displacement of individual block units, surface spalling, coating failure, and visible deterioration near roof lines and grade level. These symptoms are typically the result of a combination of structural movement, thermal expansion and contraction, water intrusion, and long-term exposure to varying weather conditions.

Our approach will combine careful investigation, targeted demolition, high-quality block replacement, skilled tuckpointing, and a thorough review of all completed work to ensure repairs are effective, durable, and visually consistent with the existing structure.

Work Scope

1. Crack and Damage Assessment

- Perform a comprehensive survey of all CMU wall surfaces to locate cracks, failing mortar joints, displaced or broken block, and areas where protective finishes have deteriorated.
- Give close attention to areas where movement is concentrated, including corners, roof lines, and locations near grade.

2. Selective Demolition and Block Replacement

- Remove all cracked, spalled, or otherwise structurally compromised CMU units.
- Install new CMU blocks that match the size, texture, and color of the existing material to maintain a seamless appearance, ensuring they are properly aligned and tied into adjacent construction.

3. Tuckpointing of Mortar Joints

- Carefully remove deteriorated mortar to a consistent depth without damaging surrounding masonry.
- Install new mortar in all affected joints, matching color and profile for a professional, watertight finish.

4. Final Quality Review

- Inspect every repaired area for strength, appearance, and consistency, ensuring the work meets structural and aesthetic standards.

By completing this scope, we will correct existing deficiencies, extend the service life of the CMU walls, and significantly improve the building's overall performance and appearance.

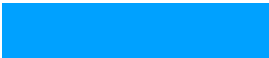
SITE LOGISTICS

PRELIMINARY MOBILIZATION PLAN & STAGING LOCATION

SITE IMAGE



SITE PLAN KEY & NOTATIONS

 Indicates trailer location and staging area

The first building on the property doesn't have as much damage as the second building, but there is still significant damage to the building by the downspouts



The CMU wall has peeling paint, surface spalling, and efflorescence concentrated near the downspout, indicating prolonged water runoff. Repairs will include removing deteriorated coating, patching damaged block, and sealing the wall to prevent future moisture penetration and preserve the building's exterior finish.



The lower section of the CMU wall shows coating failure and surface wear, likely from ground moisture and splashback. We will examine the area, and if any cracked CMU blocks are found, we will remove and replace them with new units before restoring the finish.





The CMU wall shows vertical and horizontal cracking from movement and weathering. We will fully tuckpoint failing mortar joints and replace damaged block to restore structural integrity and improve appearance.



This CMU wall shows multiple stepped and vertical cracks, likely from shifting and thermal stress. Our repair will involve removing compromised mortar, tuckpointing to seal and reinforce joints, and replacing any fractured block to ensure the wall remains sound and visually consistent.



Dark staining and pronounced cracks run through the CMU wall, indicating water penetration and structural stress. We will cut out failed mortar, install new joints, and swap out compromised block to stop further damage and return the wall to a stable, finished condition.

The CMU wall has stair-step cracking near the corner and a long vertical fracture extending downward, likely from settlement and shifting. We will remove failed mortar, tuckpoint for strength, and replace damaged block to restore the wall's durability and prevent further movement.



The upper section of the CMU wall shows widespread fracture patterns and displacement, indicating prolonged stress and shifting. Our team will dismantle and rebuild affected areas, install new mortar joints, and replace damaged units to reestablish a uniform surface and long-term structural resilience.



This CMU wall displays multiple intersecting fractures and spreading block separation, likely from foundation movement and environmental stress. Our repair approach will involve clearing out deteriorated joints, installing fresh mortar, and replacing unstable block to restore alignment, reinforce strength, and halt continued cracking.





The CMU wall has long vertical and stepped cracks concentrated near the corner, suggesting settlement and lateral stress. Our plan is to remove failing mortar, repoint with new joint material, and replace compromised block to strengthen the structure and restore a clean, stable façade.



Several long vertical cracks run through this CMU wall, paired with surface staining from water exposure. To correct the damage, we will remove weakened mortar, install new joint material, and replace damaged block, restoring the wall's integrity and creating a cleaner, more uniform finish.



Near the roof line, several horizontal cracks and separations are visible, indicating movement at the top courses and potential stress from roof loading or thermal expansion. These areas will be rebuilt or tuckpointed as needed to resecure the wall and prevent moisture intrusion at the roof connection.

Cracks along the roof line and between window bays indicate wall movement and stress at openings. We will cut out failed mortar, repoint joints, and replace damaged block, ensuring proper reinforcement around windows and at the top courses to prevent future separation and water infiltration.



Here is a close-up of the CMU wall, which has pronounced vertical cracking with a section of block face spalled away, exposing underlying material. Repairs will involve removing loose debris, replacing damaged blocks, and tuckpointing all fractured joints to restore the wall's strength and protect it from further deterioration.

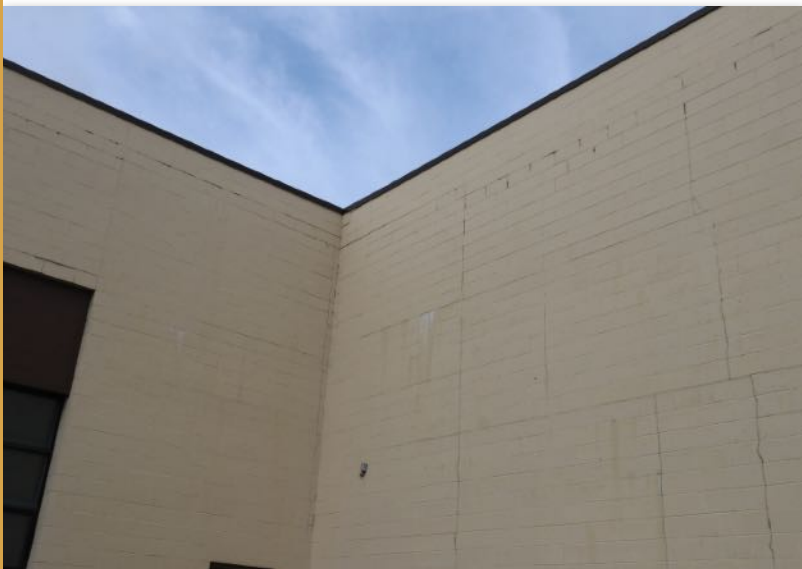


Large structural cracks trace across the height and width of the CMU wall, with visible shifting near the roof line. Our crew will remove unstable sections, reset new block, and apply fresh mortar joints to create a solid, even surface that resists future movement.

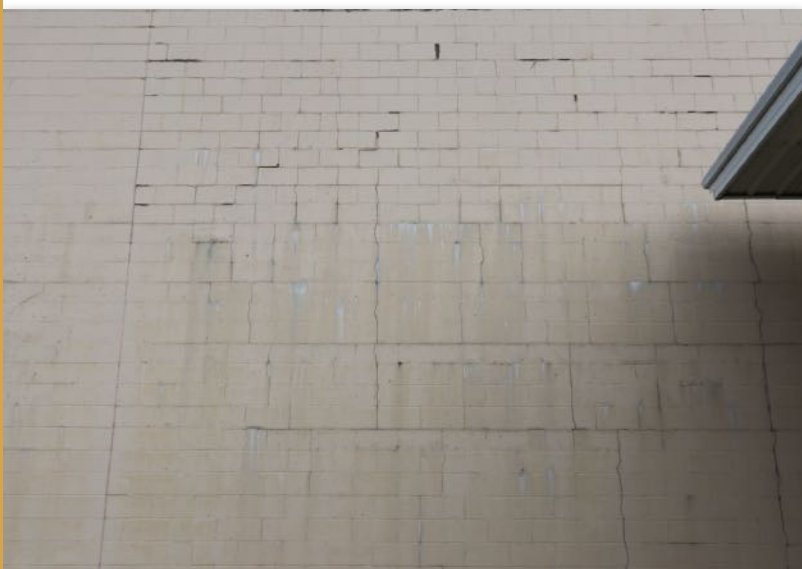




Above the window opening, missing mortar and cracked block expose the lintel area, leaving it vulnerable to water intrusion and further decay. We will remove deteriorated material, replace damaged units, and seal the joint to restore both the strength and weather resistance of the wall.



Every wall on the building has the same problem; vertical cracking is very common throughout the building



The CMU wall shows extensive stair-step cracking, vertical fractures, and staining from prolonged water exposure. To correct these issues, we will remove and replace damaged block, repoint weakened joints, and seal the repaired areas to restore both structural reliability and a clean, consistent surface.

Item #	Wilmar Public Works Garage				
	Attachment A - Price Page				
	Date: 8-15-2025				
General Conditions:		QTY	Unit	Unit Price	Total
General Conditions	Mobilization, job set-up & insurance expense	1		\$ 4,865	\$ 4,865
	Building permits to be charged at actual City cost, allowance only	1		1,000	1,000
	Project management and administration expenses	1		565	565
	Safety, QA/QC controls	1		495	495
	Superintendent	1		965	965
	Dumpsters or hauling of debris	3		600	1,800
	Final cleanup and demobilization	1		2,014	2,014
Work Access & Equipment:		QTY	Unit	Unit Price	Total
Work Access	Job trailer, saws, compressors, generators and misc. equipment costs	7	Weeks	\$ 1,145	8,015
	Scaffold rental expense	7	Weeks	465	3,255
	Scaffold labor	7	Weeks	436	3,052
	Aerial lift rental expense	7	Weeks	1,655	11,585
Base Bid Work Scope:Building 1		QTY	Unit	Unit Price	Total
1	Remove and replace deteriorated mortar joints. (Allowance of 860 Sqaure feet any unused amount to be credited back to owner)	860	SF	\$ 14	\$ 12,040
2	Demo and replace deteriorated CMU block with block shells.(Allowance of 150 Block any unused amount to be credited back to owner)	150	Each	86	12,900
Base Bid Work Scope: Building 2		QTY	Unit	Unit Price	Total
3	Remove and replace deteriorated mortar joints. (Allowance of 3,328 Sqaure feet, any unused amount to be credited back to owner)	3,328	SF	\$ 14	46,592
4	Remove and replaced deteriorated block with block shells.(Allowance of 1,085 Block any unused amount to be credited back to owner.)	1,085	Each	86	93,310
5	Remove and replace all vertical control sealant	420	LF	19	7,980
Work Scope Subtotal:					\$172,822
General Conditions Subtotal:					\$11,704
Work Access & Equipment Subtotal:					\$25,907
Per Diem:					\$22,500
BASE BID TOTAL:					\$232,933
ATTACHMENT A - PRICE PAGE CONTINUED:					
Unit Pricing:		QTY	Unit	Unit Price	
1	Additional tuckpointing on buildings	1	SF	\$ 14	
2	Additional CMU shell replacement on buildings	1	Each	86	
Notes:					
1	Estimated project duration from date of mobilization: 6 to 8 Weeks				
2	Assumes access to Owner supplied power and water sources for use during the work.				
3	Assumes adequate staging area for a 53 foot job trailer, equipment staging, material storage and crew parking in close proximity to the work.				
Exclusions:					
Roofing work, window and door replacement or repair, interior work including cleanup and wall repair, hazardous materials testing/abatement, special order or custom materials, work around energized electrical wires, cold weather work, winter conditions, heat and cover expenses, overtime and weekend hours, below grade work unless specified, liquidated damages, work behind attached mechanical/electrical/structural components, landscape repair, concrete work or sidewalk repair, or any work not specifically listed above. Assumes access to Owner supplied power, water and adequate staging area.					
BUILDING RESTORATION CORPORATION					

Building Restoration Corporation offers the above listed restoration services as they relate to the enclosed drawings and specifications for your consideration. All work is to be performed in a substantial workmanlike manner. All tools, equipment and procedures shall follow the generally accepted restoration guidelines. All restoration work is to be performed by professional experienced tradesmen.

Building Restoration Corporation carries worker's compensation, automotive and public liability insurance in the amount of one million dollars. Building Restoration Corporation also carries a commercial umbrella policy in the amount of nine million dollars. We will gladly supply you with a certificate of said insurance naming you or your project as a certificate holder upon request.

This proposal is for work performed on the exterior facades only and does not include any work inside the building or below exterior grade. Prices include only those work items described and unless specifically listed, prices do not include any carpentry, window repair or replacement, concrete or asphalt repairs, painting, laboratory analysis of existing mortar, investigative work, landscaping, roofing repairs or any other work that is not individually listed on the repair costs price page.

The Building Owner is to provide their water, electricity, free and unobstructed access to building elevations, and an area to park our job site trailer and operate cement mixer. Building Owner/Buyer is to indemnify, defend and hold harmless Building Restoration Corporation against any loss or claim by the building tenants that the construction operations or scaffolding generated noise or dust which interferes with their business operations, or reduces their visibility, sales, profits, sleep or other claims.

We reserve the right to withdraw this proposal if it is not accepted within thirty days. Our payment terms are net 30 days on all monthly progress invoices if the length of the job exceeds one month. Full payment of all balances will be due upon your receipt of our final completion invoice. Interest in the amount of 1 % per month will be due and payable on all past due balance amounts.

The Scope of Work shall be solely restricted to the work described above and in the agreement between the parties, no evaluation or determination regarding the need for repair or structural integrity has been made by Building Restoration Corporation, nor has it provided engineering services. The Scope of Work and evaluation is restricted to the description above.

CONSTRUCTION AGREEMENT

SUBMITTED TO BUYER:

City of Willmar
Attn: Justin Deleeuw
801 Industrial Drive SW
Willmar, MN 56201

SUBMITTED BY:

BUILDING RESTORATION CORPORATION

1920 OAKCREST AVE, SUITE 1
ROSEVILLE, MN 55113
PHONE: 612-789-2800
FAX: 612-789-2875



WORK SITE LOCATION:

Public Works Garage

801 Industrial Drive SW
Willmar, MN 56201

Please see **Attachment A - Price Page** dated (8-15-2025) for a list of proposed work scope items and the associated costs for each line item.

Attachment A - Price Page shall be part of this agreement.

Thank you for this opportunity. We look forward to working with you to preserve and maintain your building.

AGREEMENT DATE: August 15, 2025

Building Restoration Corporation ("BRC") proposes to furnish and install the itemized restoration services described above, or in BRC's proposal in whole or in part, if mutually agreeable. Contact us immediately if you prefer to delete any individual work items contained in our proposal. The work scope described above is to be performed for the contract price of:

Two Hundred Thirty Two Thousand Nine Hundred Thirty Three

\$ 232,933 - Base Bid

Respectfully submitted, Building Restoration Corporation

BUYER'S AGREEMENT

The above work scope, costs and unit prices, contract Terms and Conditions contained herein and on the second page of this agreement, are hereby accepted. BRC is hereby authorized to perform the work as proposed. Payments will be made promptly.

Company

Authorized Signature

Accepted by BRC

Date

Title

Date

TERMS & CONDITIONS

1. **ACCEPTANCE** – This agreement is subject to acceptance by the Buyer within 30 days from Construction Agreement Date printed on the face of this agreement and is void thereafter at the sole option of BRC. Buyer is to sign this agreement and deliver it to BRC. A fully signed agreement will be returned to the Buyer. Any modifications to this agreement must be initialed and dated by both parties to be binding. Electronic or email confirmation of agreements must include both pages 1 & 2 of this agreement.
2. **INSURANCE** – BRC carries insurance in the following amounts:
 - a. Workers Compensation Statutory Coverage 100/500/100K
 - b. Comprehensive General Liability & Broad form Coverage:

(1) Bodily Injury	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
(2) Property Damage	\$1,000,000	Each Occurrence
	\$2,000,000	Aggregate
 - c. Comprehensive Automobile Liability:
Combined Single Limit \$1,000,000/Aggregate \$2,000,000
 - d. Commercial Umbrella Liability
Total Aggregate Limit \$9,000,000
3. **WARRANTY** – BRC warrants its completed work only in accordance with BRC's separate Guarantee Certificate.
4. **MATERIALS FURNISHED BY THE BUYER** – BRC shall not be responsible for ordering, unloading, storage or guarantee of the durability of any materials that are owned, purchased or furnished by the Buyer. Buyer understands that BRC is not responsible to guarantee performance of any existing building materials owned by Buyer and not replaced with new.
5. **BUYER'S RESPONSIBILITIES** – It will be the responsibility of the Buyer to clear out or remove all vehicles, stored materials, etc., to permit BRC complete and free access for its equipment, aerial lifts, scaffolding and swing stages to access the building surfaces so that all of the project area upon which BRC is to perform its work is to be ready and available. This may include permission and access from neighboring properties for their rooftops which Buyer warrants shall be provided. Buyer shall furnish at its expense such legal descriptions or survey services, if necessary, to obtain required government approvals and permits as needed for the project. The Buyer shall designate a person who shall be fully acquainted with the scope of the work, has authority to render decisions promptly, and furnish information expeditiously and approve changes in the scope of the work, etc.
6. **SCHEDULE** – The Buyer and BRC shall develop a schedule and the Buyer shall be responsible for making prompt selections and decisions to maintain the approved schedule. Once approved by BRC, the schedule shall not be shortened without BRC's consent. If project is behind schedule due to Buyer's or Architect's action or inaction, or due to Buyer's failure to make timely payments under this agreement, or due to governmental agency having delayed approval of permits, material samples, color schedules or shop drawings, or due to strikes, lockouts, acts of God, said lost time shall be added to BRC's scheduled date of completion without penalty. Buyer shall be liable for all costs incurred by BRC as a result of such delays and shall promptly reimburse BRC for all costs incurred including incidental and consequential damages. Time extensions shall also be granted by Buyer for the performance of extra or Change Order work as requested by BRC.
7. **PAYMENT TERMS** – BRC shall provide Buyer with monthly progress invoices. Buyer shall deliver to BRC's office by the 15th of the following month net cash payment for 100% of the invoiced amount without retainage. Any balances due that remain unpaid shall accrue interest at the rate of 1% per month, which shall be promptly paid by Buyer to BRC's office. BRC shall not be required to pick up checks from Buyer. These payment terms may be modified by supplemental terms if they are printed on page 1 of this agreement. BRC shall have the right, but not the obligation, to stop work or keep the worksite idle in the event payment is not made to BRC as required.
8. **FINAL PAYMENT** shall be delivered to BRC's office within 15 days of the date of BRC's final invoice. Final payment by Buyer waives all of Buyer's claims against BRC except warranty claims.
9. **ATTORNEY'S FEES AND VENUE** – In the event of default of this agreement, Buyer agrees to pay all costs and expenses of collection and enforcement of the terms of this agreement incurred by BRC, including court costs and all reasonable attorney's fees. Any disputes between the parties shall be venued exclusively in the State or federal courts of Minnesota.
10. **OVERTIME** – The contract price (Page 1 or the itemized costs) were determined on the basis of crews working at straight time during a normal 40 hour work week. No forced overtime will be worked unless BRC is ordered to do so by the Buyer in writing which shall also provide for the payment by Buyer of the additional costs for workers overtime premium pay, plus applicable insurance, payroll taxes, reasonable overhead and profit.

11. **CHANGE ORDERS** – If BRC is required to alter or add to the scope of work herein described, BRC shall receive sufficient notice to establish and execute in writing an agreed upon price prior to proceeding with such extra work. BRC shall not be obligated to perform extra work without a signed change order. BRC shall be provided a copy of all modifications that impact BRC's work. For delays in the work that are not caused by BRC there shall be an equitable adjustment in the contract price to allow for BRC's increased costs. If changes in the work are required to comply with local, state or federal laws, rules or regulations, the contract price shall be adjusted to allow for BRC's increased cost of providing such changes. Such changes shall include, by way of illustration and not limitation, compliance with EPA or MPCA regulations, city building inspection requirements or other governmental agencies having jurisdiction over the work, or temporary safety movement of high power lines.

12. **QUANTITY OF WORK ADJUSTMENTS** – Where this agreement specifies an estimated quantity of specific work items, the contract price shall be equitably adjusted by BRC up or down for deviations from the estimated quantity. In the event that additional work is needed beyond the quantity estimated by BRC's proposal, it shall generally be the Buyer's decision as to whether or not to proceed with additional quantity of work due to the additional costs involved. Where BRC has provided a unit price and an estimated quantity, the listed unit prices shall govern the calculation of the increased cost of the additional work. In the event that a lesser quantity of work is performed, BRC shall calculate the credit issued to Buyer in its sole discretion which may be at less than unit prices shown due to: unreturnable materials, restocking fees, rescheduling costs, and other related expenses.

13. **CONFIDENTIAL INFORMATION** – BRC's proposal and Construction Agreement contain confidential information which cannot be disclosed to BRC's competitors. BRC shall retain all ownership and proprietary rights in its proposals and the information contained therein. Without the prior written consent of BRC, the Buyer shall not use BRC's proposal for any purpose other than performance of this work by BRC and shall not reproduce or disclose any information pertaining to BRC or BRC's affairs such as but not limited to its unit prices, bid pricing details, technical, specification or proprietary information, to any person outside of its employ or at any public gathering. In the event of Buyer's non-acceptance of BRC's proposal or termination of this agreement, Buyer shall return to BRC, upon BRC's request, all BRC information including its proposals.

14. **ASSIGNMENT AND SUCCESSORS** – This agreement shall not be assignable by Buyer to others without BRC's specific written consent. All rights and obligations of Buyer, under this agreement, shall inure to the benefit of, and be binding upon, Buyer and Buyer's representatives, heirs, successors, and administrators.

15. **SUBCONTRACTING** – BRC reserves the right to assign or subcontract any part of this agreement.

16. **INDEMNITY** – Buyer shall indemnify, defend and hold harmless BRC, and its subcontractors against any loss or claim by the building tenants or occupants that the work being performed hereunder, the scaffolding and/or equipment, generate noise, dust or fumes, which interfere with their business operations or reduces their visibility, sales, profits, sleep or otherwise has adverse effects on them.

17. **MISCELLANEOUS** – BRC may have made oral statements or shown photographs with comments about the building or recommended work in BRC's proposal. Such statements do not constitute warranties, shall not be relied on by the Buyer, and are not part of this agreement. The entire agreement is embodied in this writing, which constitutes the final expression of the parties' intent, and it is a complete and exclusive statement of the terms thereof. This agreement supersedes and nullifies all prior oral and written representations. This agreement may be modified only by subsequent writing signed by both parties. Waiver by BRC of any provision hereof shall not constitute a waiver of other provisions, related or unrelated or waiver of Buyer's future compliance of such provision therewith and such provision shall remain in full force and effect.

18. **PRE-LIEN NOTICE** – "(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

MEMBERSHIPS & ASSOCIATIONS

BUILDING RESTORATION CORPORATION IS A PROUD MEMBER OF:



Associated Builders & Contractors, Inc.
10193 Crosstown Circle
Eden Prairie, MN 55344
952-941-8693
www.abc.org



Minnesota Builders Exchange
1123 Glenwood Avenue
Minneapolis, MN 55404
612-377-9600
www.mbex.org



Institute of Real Estate Management
4248 Park Glen Rd.
Minneapolis, MN 55416
952-928-4664
www.irem.org



National Trust for Historic Preservation
2600 Virginia Avenue NW Ste. 1100
Washington, DC 20037
202-588-6000
www.savingplaces.org



Hennepin History Museum
2303 Third Avenue South
Minneapolis, MN 55404
612-870-1329
www.hennepinhistory.org



Ramsey County Historical Society
323 Landmark Center
St. Paul, MN 55102
651-222-0701
www.rchs.com



Greater St. Paul BOMA
332 Minnesota Street,
Ste. W2950
St. Paul, MN 55101
651-291-8888
www.bomasaintpaul.org



Greater Minneapolis BOMA
50 South Sixth Street, Ste. 1301
Minneapolis, MN 55402
612-340-9744
www.bomampls.org



MCMCA - Minnesota Concrete & Masonry Contractors
1711 West County Road B
Suite 207 South
Roseville, MN 55113
www.mcmca.com



National Federation of Independent Business
380 Jackson Street #780
St. Paul, MN 55101
800-634-2669
www.nfib.com



International Concrete Repair Institute
1000 Westgate Drive, Ste. 252
St. Paul, MN 55114
651-366-6095
www.icri.org



Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, MN 55102
651-296-6126
www.mnhs.org



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	6.K.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Dovre Township Fire Agreement		

RECOMMENDED ACTION:

Adopt the Resolution Authorizing the Mayor and City Administrator to Execute the Fire Agreement with Dovre Township for 2026

OVERVIEW:

Dovre Township is under an annual contract for Willmar Fire Department service. A statewide formula has been used for decades to calculate the Township cost sharing proposal and is enclosed with current numbers.

Dovre Township

2025	\$37,491.42 based on 95 firefighter hours accumulated in 2024
2024	\$54,273.30 based on 314 firefighter hours accumulated in 2023
2023	\$43,202.43 based on 209 firefighter hours accumulated in 2022
2022	\$32,112.03 based on 48 firefighter hours accumulated in 2021
2021	\$27,915.91 based on 57 firefighter hours accumulated in 2020

BUDGETARY/FISCAL ISSUES:

\$37,491.42 for the Dovre Townships fiscal year of which, \$18,745.71 is due January 1, 2026, and \$18,745.71 is due July 1, 2026.

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Resolution Dovre Township Fire Agreement
2. Dovre Township Fire Contract 2026
3. Dovre Township Fire Cost 2026

RESOLUTION NO.
A RESOLUTION APPROVING DOVRE TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$43,202.43

Motion By: _____ Second By: _____

WHEREAS Dovre Township annually contracts with the City of Willmar Fire Department for fire protection services; and

WHEREAS it is the established practice of the City of Willmar to use a statewide formula to calculate the township cost sharing proposal;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute the fire protection agreement with Dovre Township for the period January 1, 2026 through December 31, 2026, in the amount of \$37,491.42.

Dated this 6th day of October 2025.

MAYOR

Attest:

CITY CLERK

AGREEMENT FOR FIRE DEPARTMENT SERVICE

THIS AGREEMENT, made this ____ day of _____, 2025, by and between the City of Willmar, a municipal corporation of Kandiyohi County, Minnesota, hereinafter referred to as "City", and the Township of Dovre, a political subdivision of the State of Minnesota, hereinafter referred to as "Township".

WHEREAS, the Township deems it advisable to have available for the benefit of the residents of said Township (Sections 25, 26, 27, 34, 35, & 36) services of the City's Fire Department, and the electors of said Township having, pursuant to law, provided a fund for the furnishing of said services, and

WHEREAS, the City has authorized its Mayor and City Administrator to enter into a contract with the Township for the furnishing of said services;

NOW, THEREFORE, IT IS AGREED between the parties hereto, that for the period commencing January 1, 2026, and terminating December 31, 2026, the Fire Department of the City will answer fire calls within the Township of Dovre which the City is requested to answer by the Township, and will respond to such calls with such fire fighting apparatus of the City Fire Department as may be authorized by the Insurance Services Office, and all equipment and resources deemed necessary by the incident commander, and will render all assistance possible in the saving of life and property, subject to City retaining in its corporate limits sufficient firefighters and equipment to maintain its fire class rating, and subject to the terms of this Agreement.

As payment for such services, the Township agrees to pay, pursuant to the formula attached hereto and made a part hereof, the amount of THIRTY-SEVEN THOUSAND, FOUR HUNDRED NINETY ONE DOLLARS AND FORTY-TWO CENTS, (\$37,491.42) payable EIGHTEEN THOUSAND, SEVEN HUNDRED FORTY FIVE DOLLARS AND SEVENTY-ONE CENTS, (\$18,745.71) on January 1, 2026, and EIGHTEEN THOUSAND, SEVEN HUNDRED FORTY FIVE DOLLARS AND SEVENTY-ONE CENTS, (\$18,745.71) on July 1, 2026.

IT IS FURTHER UNDERSTOOD AND AGREED that at times weather and road conditions through the seasons of the year demand for City's firefighters and equipment to be used at a fire within the City, or other special circumstances, may interfere in the rendering of the service contemplated herein, and in the event, failure to furnish the service herein agreed upon shall not be a breach of this Agreement. In an event whereby equipment and firefighters can not leave the City, Willmar Fire Command will activate mutual aid to render service to the township. Failure of the City to provide the services herein contracted for shall not result in the City being liable to Township or its residents for actual or consequential damages or for any other damages.

IT IS FURTHER UNDERSTOOD AND AGREED that the City will submit a billing statement to the Township within five (5) working days subsequent to a fire call listing the number of firefighters involved, firefighter hours, vehicles in use, and other data pertinent to assisting the township in making a "bill for services rendered" to the property owner receiving fire assistance. It shall be further understood that the sum total of the billings will not necessarily equal the annual contract price between the City and Township due to various formula charges such as building and/or vehicle depreciation costs and administration and training costs which will not be a part of the individual billing statements.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event of a hazardous materials incident the City reserves the right to exclude the call from the annual Funding Formula and bill the cost of the services rendered for special hazardous materials equipment and related costs directly to the owner of the property.

Township does hereby guarantee to the City that it is an equal opportunity employer and that it meets all United States Government and State of Minnesota Equal Opportunity Employment Requirements or that they are exempt from these provisions.

This Agreement may be terminated upon thirty (30) calendar days written notice by either party or the other party, and the cost of services prorated to the time of termination.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the respective officers thereof, and the respective seals of the parties have been affixed thereto.

CITY OF WILLMAR, A MUNICIPAL CORPORATION

BY: _____

DOUGLAS E. REESE, MAYOR

(S E A L)

BY: _____

LESLIE VALIANT, CITY ADMINISTRATOR

(S E A L)

In the Presence of:

TOWNSHIP OF DOVRE

BY: _____

Pat Jacobs

(S E A L)

DOVRE TOWNSHIP - 2026
FIRE COST FORMULA

For Sections 25, 26, 27, 34, 35 & 36

$$S = [(C \times 1.05) + E/20 + P/50] \frac{(U + V)}{2}$$

- S = Cost of fire service for one year.
- C = 2023 actual operating cost of the Fire Department.
- E/20 = Cost of apparatus used for township fires depreciated for 20 years.
- P/50 = Cost of physical plant depreciated over 50 years.
- 1.05 = A number that when C is multiplied by it, the answer will be C plus an additional 5 percent charge for administration and accounting.
- U = Percent of Firefighter hours used by the Township in 2024.
- V = Percent market valuation of buildings and mobile home personal property for the area of the contracting unit being served as to the total market value of buildings and mobile home personal property in the area served by the Fire Department.
- C = \$1,005,731.03 (2024 Fire Department costs).
- E/20 = \$76,197.10 (cost of apparatus sent to township \$1,523,942.00)
[units (5257) \$598,000 + (5276) \$315,942 + (5298) \$610,000]
- P/50 = \$3,888.85 (cost of building to maintain trucks \$194,442.50).

Payment for Actual Fire Calls

Protection

U = Use of Fire Department by Firefighter Hours
2024

V = Market Value in Fire Service
2024

<u>Unit</u>	<u>Firefighter Hours</u>	<u>Percent of Total</u>	<u>Unit</u>	<u>Market Value</u>	<u>Percent of Total</u>
City of Willmar	7,300	.944	City of Willmar	\$1,478,659,900	.903
Willmar Township	342	.044	Willmar Township	\$69,869,500	.043
Dovre Township	95	.012	Dovre Township	\$87,711,600	.0054
TOTAL	7,737	1.0000	TOTAL	\$1,636,238,000	1.0000

U = .012

V = .054

$$S = [(\$1,005,731.03 \times 1.05) + \$76,197.10 + \$3,888.85] \times \frac{.012 + .054}{2}$$

$$S = \$1,136,103.54 \times .033$$

$$S = \$37,491.42$$



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	6.L.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Buffalo Lake Lions Club Conduct Off-Site Lawful Gambling Application		

RECOMMENDED ACTION:

Approve the Willmar Baseball Boosters Association Conduct Off-Site Lawful Gambling Application

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

1. Buffalo Lake Lions Club Conduct Off-Site Gambling Application
2. Buffalo Lake Lions Club Conduct Off-Site Gambling Resolution

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**Organization Name: Buffalo Lake Lions Club License Number: _____Address: PO Box 5 City: Buffalo Lake, MN Zip: 55314Chief Executive Officer (CEO) Name: Sue Krumrey Daytime Phone: 320-295-1266Gambling Manager Name: Ryan Belch Daytime Phone: 320-583-3288**GAMBLING ACTIVITY**

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 02 / 06 / 26 to 02 / 08 / 26

Check the type of games that will be conducted:



Raffle



Pull-Tab



Bingo



Tipboards



Paddlewheel

GAMBLING PREMISESName of location where gambling activity will be conducted: Best Western Plus/Conference Center, Willmar MN

Street address and

City (or township): 240 23rd Street SE, Willmar Zip: 56201 County: Kandiyohi

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

**Yes** If yes, a lease is not required.**No** If no, the lease agreement below must be completed, and signed by the lessor.**LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)**Rent to be paid for the leased area: \$0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>City of Willmar</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Signature of CEO (must be CEO's signature; designee may not sign)

Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

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

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 your organization's 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 Department 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.

RESOLUTION NO.

**REQUESTING THAT THE MINNESOTA GAMBLING CONTROL BOARD APPROVE THE APPLICATION
FOR A CONDUCT OFF-SITE PERMIT FOR THE BUFFALO LAKE LIONS CLUB**

Motion By: _____

Second By: _____

WHEREAS, the Buffalo Lake Lions Club has applied to the Minnesota Gambling Control Board to obtain a Conduct Off-Site Permit for a Gambling License at the Best Western Plus/Conference Center located at 240 23rd Street SE on February 6, 7 and 8, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City approves of the Conduct Off-Site Permit for the Buffalo Lake Lions Club and respectfully requests that the State of Minnesota Gambling Control Board approve the Conduct Off-Site Permit to the Buffalo Lake Lions Club.

Dated this 6th day of October, 2025.

MAYOR

ATTEST:

CITY CLERK



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	6.M.
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:	Prairie Lakes Chapter Rocky Mountain Elk Foundation Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Prairie Lakes Chapter Rocky Mountain Elk Foundation Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Prairie Lakes Chapter Rocky Mountain Elk Foundation 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: Prairie Lakes Chapter Rocky Mountain Elk Foudation Previous Gambling Permit Number: X-04845
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 81-0421425
 Mailing Address: 7242 North Shore Drive
 City: Spicer State: MN Zip: 56288 County: Kandiyohi
 Name of Chief Executive Officer (CEO): Doug Wessling
 CEO Daytime Phone: 320-212-2106 CEO Email: myday@tds.net
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Best Western Plus & Conference Centewr

Physical Address (do not use P.O. box): 2100 E HWY 12 #1

Check one:

☒ City: Willmar Zip: 56201 County: Kandiyohi
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 2-28-2026

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: Willmar

Signature of City Personnel:

Deena Gausa

Title: City Clerk Date: 9/29/25

**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: 10-1-2025
 (Signature must be CEO's signature; designee may not sign)

Print Name: Doug Wessling

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:	October 6, 2025	Agenda Item Number:	6.N.
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, 9/10/25 - 10/1/25		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 09.10.25-10.01.25 CK 75565-75733
2. EFT CK 615-617

Vendor Payment Listing

September 10, 2025 thru October 01, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102336	CANON FINANCIAL SERVICES INC	41782740	75565	134.15	291358-3
102336	CANON FINANCIAL SERVICES INC	41782738	75565	140.23	291358-1
102336	CANON FINANCIAL SERVICES INC	41782741	75565	72.11	291358-4
102336	CANON FINANCIAL SERVICES INC	41782739	75565	127.77	291358-2
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/09-25	75566	1,765.31	Kandi Co-Op Electric
102593	LOFFLER COMPANIES	5126563	75567	105.00	CH Plotter prints
102593	LOFFLER COMPANIES	5129123	75567	382.25	Standalone printer prints
102593	LOFFLER COMPANIES	565161684	75568	312.35	500-0757297-000
102915	VERIZON WIRELESS	6123065644	75569	2,427.16	Verizon Sep/Oct
103696	ACE ROLLOFFS & DISPOSAL	236/09-25	75570	176.12	Garbage Rec Fields
103696	ACE ROLLOFFS & DISPOSAL	235/09-25	75570	141.64	Rec Center Garbage
103696	ACE ROLLOFFS & DISPOSAL	234/09-25	75570	154.51	Garbage Civic Center
103696	ACE ROLLOFFS & DISPOSAL	233/09-25	75570	49.68	garbage
103696	ACE ROLLOFFS & DISPOSAL	241/09-25	75570	209.71	Wastewater garbage service
103696	ACE ROLLOFFS & DISPOSAL	240/09-25	75570	24.35	Waste Treatment garbage service
103696	ACE ROLLOFFS & DISPOSAL	239/09-25	75570	202.64	Public Works garbage service
103696	ACE ROLLOFFS & DISPOSAL	238/09-25	75570	129.48	City Hall garbage service
103696	ACE ROLLOFFS & DISPOSAL	213/09-25	75570	260.06	Section B Parks garbage service
103696	ACE ROLLOFFS & DISPOSAL	200/09-25	75570	846.00	Section A Parks garbage service
103696	ACE ROLLOFFS & DISPOSAL	242/09-25	75570	105.13	Trash at DOAC
103800	AFLAC	504341	75571	775.43	Premiums withheld from employees September
102061	ALEX AIR APPARATUS 2 LLC	INV-52872	75572	433.79	(4) EMS safety vests, (2) Fire vests w/ lettering
102061	ALEX AIR APPARATUS 2 LLC	INV-52962	75572	474.68	Red fire hose
102061	ALEX AIR APPARATUS 2 LLC	10021	75572	1,009.43	Annual Compressor service
103557	AMAZON CAPITAL SERVICES	1767-9MDP-13XC	75573	54.93	Car table holder & Laminator
103557	AMAZON CAPITAL SERVICES	17XY-LD6F-JQFQ	75573	24.99	Wall File Organizer for firearms trailer
103557	AMAZON CAPITAL SERVICES	1CN3-9D4T-3VDC	75573	62.40	crafts
103557	AMAZON CAPITAL SERVICES	1DX9-67MR-6LQ1	75573	33.99	office desk organizer
103557	AMAZON CAPITAL SERVICES	1KPQ-LLLL-6JYH	75573	17.99	VGA to Ethernet for WMU Auditorium
103557	AMAZON CAPITAL SERVICES	1DRV-XHVVH-M94F	75573	72.19	Whiteboard
103557	AMAZON CAPITAL SERVICES	1IY7-6Y76-63FT	75573	35.99	Spill containment
103557	AMAZON CAPITAL SERVICES	1RT9-WYF3-RJRH	75573	59.85	Tactical Caps Qty 3
103557	AMAZON CAPITAL SERVICES	196X-RYKX-GVLJ	75573	27.78	journals
103557	AMAZON CAPITAL SERVICES	1YRV-3VYJ-GQ1W	75573	26.61	beads
103557	AMAZON CAPITAL SERVICES	1WPJ-MWHG-9N3W	75573	16.96	Uniform Name Tag Qty 3
103557	AMAZON CAPITAL SERVICES	1DFQ-CV1J-3R6J	75573	379.99	Desk for Office
103557	AMAZON CAPITAL SERVICES	19WL-446L-3PVY	75573	405.00	TPMS Sensors
103557	AMAZON CAPITAL SERVICES	1CF1-WK6C-6CYV	75573	106.88	Willmar Branded Bean Bag Boards / Bags
103557	AMAZON CAPITAL SERVICES	1X61-PW7M-6MH1	75573	49.79	Employee Appreciation Event Supplies
103557	AMAZON CAPITAL SERVICES	136R-W3M4-41WW	75573	410.58	Youth Footballs
103557	AMAZON CAPITAL SERVICES	131M-TQDM-3VX4	75573	104.98	Cart
103557	AMAZON CAPITAL SERVICES	11HQ-MWXM-76JL	75573	41.50	Patch panel for Swansson Press Box
103557	AMAZON CAPITAL SERVICES	1DG9-GVYT-4LQC	75573	43.98	Plastic Jars for Evidence
103557	AMAZON CAPITAL SERVICES	1VLH-VPKC-F3DP	75573	33.83	General supplies
103557	AMAZON CAPITAL SERVICES	19WL-446L-D3KR	75573	89.95	Giant Jenga for Parks and Rec
103557	AMAZON CAPITAL SERVICES	1WC3-XQFW-6GLQ	75573	84.48	Ethernet to fiber converters
103557	AMAZON CAPITAL SERVICES	1NW9-4PDH-6JPJ	75573	26.40	Ethernet jacks & keystone boxes
103557	AMAZON CAPITAL SERVICES	1NYN-DTMY-DDFQ	75573	22.49	Ethernet to fiber converter optic
103557	AMAZON CAPITAL SERVICES	196K-PPLL-H3DW	75573	21.43	iPhone case for J. Johnson
103557	AMAZON CAPITAL SERVICES	1CRK-YQYR-C96G	75573	91.24	Footballs for Youth Football
103557	AMAZON CAPITAL SERVICES	1QK7-6X73-4L4P	75573	45.62	Footballs for Youth Football
103557	AMAZON CAPITAL SERVICES	1Y7Q-NMRK-6PMY	75573	19.99	Duster for outdoor cameras
103557	AMAZON CAPITAL SERVICES	1FDM-LIYY-7JM1	75573	145.00	Walkie talkies for staff
103557	AMAZON CAPITAL SERVICES	1DNP-MMWK-74CR	75573	17.98	Replacement Surface car charger for J. Hay
103557	AMAZON CAPITAL SERVICES	16X6-X7TD-41HX	75574	11.18	crafts
100057	AMERICAN WELDING & GAS INC	0011094116	75575	40.86	Cylinder rent
100057	AMERICAN WELDING & GAS INC	0011059541	75575	929.77	Annual extinguisher inspection, 5lb ext & bracket
100057	AMERICAN WELDING & GAS INC	0011121085	75575	45.92	Fire extinguishers
103845	ANDERSON/CALLA-SJEA	092525	75576	1,387.00	Registration for Aug Volleyball camp
104364	Ashley Thompson	0014164	75577	100.00	damage deposit refund
103008	ASPEN MILLS	361233	75578	139.01	(2) Navy polos w/embroidery
103008	ASPEN MILLS	361512	75578	243.70	Name tag, pant, (2) shirts, belt. B. Giles
103008	ASPEN MILLS	361513	75578	231.70	Name tag, pants, (2) shirts, belt V. Zamora
103008	ASPEN MILLS	361643	75578	231.70	(2) shirts, pants, belt Jacob Klavetter

Vendor Payment Listing

September 10, 2025 thru October 01, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100075	AT&T MOBILITY	87296610156X10032025	75579	2,281.75	FirstNet Aug/Sep
103610	AUSTIN INCORPORATED	48740	75580	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	48895	75580	240.00	Septic Pumping
103610	AUSTIN INCORPORATED	49061	75580	120.00	Septic Pumping
100090	BARN THEATRE/THE	092425	75581	30.00	Festival of the Trees Entry Fee for CERT
102860	BATTERY WHOLESALE INC	271879WIL	75582	281.00	Battery for Tri-Shaw
100097	BECKER ARENA PRODUCTS INC	617270	75583	1,589.06	Rubber for Cardinal Arena Player Box
100103	BERNICK'S PEPSI-COLA CO	178093	75584	210.99	Coffee
104299	BFirst Industrial	80024257-00	75585	13.00	Concrete bits and marker
104299	BFirst Industrial	80024427-00	75585	92.45	Grinder wheel
104299	BFirst Industrial	80021539-00	75585	13.92	Screws
104299	BFirst Industrial	80024190-00	75585	548.75	Bandsaw Blades
101010	BOLTON & MENK INC	0373578	75586	3,840.00	Iverson Park Lift Station Prof. Services
101010	BOLTON & MENK INC	0374710	75586	4,180.00	City Engineer services 8-2 thru 8-29-25
101010	BOLTON & MENK INC	0374714	75586	34,814.50	Willmar St Improvement Project West 2503-B
101010	BOLTON & MENK INC	0374713	75586	9,253.49	Willmar Outdoor Covered Rink
101010	BOLTON & MENK INC	0374711	75586	2,477.50	Eagle Lake LS 7 8 9
101010	BOLTON & MENK INC	0374709	75586	2,956.00	BNSF TH 40 Tile Repair
101010	BOLTON & MENK INC	0374708	75586	14,090.50	2601-B 16th St SW Improvement
101010	BOLTON & MENK INC	0374705	75586	7,949.50	2504-B Lakeland Drive Path
101010	BOLTON & MENK INC	0374704	75586	4,408.00	2503-E 2025 County Improvements
101010	BOLTON & MENK INC	0374703	75586	904.00	2501-B 4th St SW Improvement
101010	BOLTON & MENK INC	0374697	75586	49,049.41	1st St NE and Business 71 Mill
101010	BOLTON & MENK INC	0374696	75586	2,376.00	19th Ave Path Improvement
101010	BOLTON & MENK INC	0374695	75586	10,493.00	13th St SW/Grace Ave SW and Rice
101010	BOLTON & MENK INC	0374701	75586	15,088.00	2026 Improv. Projects Feasibility Study
101010	BOLTON & MENK INC	0374698	75586	3,863.00	Prof. Svcs 8-2 thru 8-29 2025
101010	BOLTON & MENK INC	0374716	75586	1,151.00	PFAS Source ID & Reduction Grant
101010	BOLTON & MENK INC	0374706	75586	741.00	Crack Seal/Seal Coat
101010	BOLTON & MENK INC	0374712	75586	5,837.50	MS4 Work
103733	BOX/KYLE	09162025	75587	155.40	Mileage Reimbursement 09.10.2025
102788	BRETH-ZENZEN FIRE PROTECTION	26116	75588	300.00	Sprinkler System Inspection
100030	BRYAN ROCK PRODUCTS INC	71797	75589	1,467.19	Ag Lime
103181	BULLET PROOF MECHANICAL SERV	12141	75590	148.00	End of season winterizing at DOAC
104322	Caleb Ditmarson	090325	75591	73.00	Pitching clinic registrations
103647	CAPITAL ONE	082725	75592	52.94	Ridgewater College Welcome Day Snacks
103647	CAPITAL ONE	091125	75592	143.60	Coffee, Batteries and Rar Remover
104373	Celebration Creation LLC	003	75593	300.00	Welcoming Week Decorations
103390	CENTRACARE	RMH676	75594	65.00	Blood Draws for ICR 25008229 & 25008420
103390	CENTRACARE	730270474	75594	60.00	Drug & alcohol screening S. Carruthers
103390	CENTRACARE	730291456	75594	25.00	Drug screen W. Greeley
103390	CENTRACARE	730269790	75594	60.00	Drug & alcohol screening K. Radunz
103390	CENTRACARE	730327500	75594	25.00	Drug screen B. Saunders
103390	CENTRACARE	730291400	75594	60.00	Drug & alcohol screen J. Steele
103390	CENTRACARE	730270378	75594	25.00	Drug screen J. Thorson
101259	CENTRAL COUNTIES COOPERATIVE	58675	75595	1,613.12	2, 4-D
100154	CHAMBERLAIN OIL CO	522819-00	75596	448.68	(3) pails of pump lube
100156	CHAPPELL CENTRAL INC	SVC-125788	75597	108.00	HVAC service
100156	CHAPPELL CENTRAL INC	SVC-125807	75597	378.00	HVAC repair
100156	CHAPPELL CENTRAL INC	SVC-125800	75597	449.68	HVAC repair
100156	CHAPPELL CENTRAL INC	SVC-125808	75597	274.77	Replace thermostat in breakroom
100156	CHAPPELL CENTRAL INC	SVC-125796	75597	295.22	Air Filters
104383	Charlie Delbosque	1006	75598	300.00	Tar removal
100736	CHARTER COMMUNICATIONS	175505001092125	75599	88.71	Sep/Oct TV
104344	Chosen Valley Testing	55629	75600	2,974.50	Special Inspections- Outdoor Rink
104375	Cindy Johnson	0016841	75601	55.00	Refund from Renaissance Trip
101708	CINTAS CORPORATION	5288612415	75602	187.54	First Aid Kits
104366	Coast Biomedical Equipment LLC	0034972-IN	75603	8,944.00	Lucas Device
102984	CODE 4 SERVICES INC	11041	75604	5,903.11	Squad 46 Up-Fit Labor and Equipment
102984	CODE 4 SERVICES INC	11040	75604	7,012.89	Squad 47 Up-Fit Labor & Equipment
104070	Column Software PBC	B15E1683-0102	75605	67.11	Ordinance Amending #1531 re Utility Rates
104070	Column Software PBC	B15E1683-0101	75605	52.04	Cannabis Ordinance Update Publication
104070	Column Software PBC	A85BD339-0025	75605	290.70	2026 Improvement Hearing advertisements
103677	COORDINATED BUSINESS SYSTEMS	TNA124774	75606	256.97	CVB - Managed IT October

Vendor Payment Listing

September 10, 2025 thru October 01, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102130	CORE & MAIN LP	X123567	75607	94.64	Hydrant Parts
102130	CORE & MAIN LP	X150567	75607	172.64	Hydrants Parts
100186	CROW CHEMICAL & LIGHTING	130535	75608	192.00	Toilet paper/bags 60 gallons
100186	CROW CHEMICAL & LIGHTING	130550	75608	20.00	soap
100186	CROW CHEMICAL & LIGHTING	130557	75608	70.49	toilet paper/brush
100186	CROW CHEMICAL & LIGHTING	130627	75608	321.10	paper towels/toilet paper/peroxide/6 bags
100186	CROW CHEMICAL & LIGHTING	130655	75608	45.25	paper towels
100186	CROW CHEMICAL & LIGHTING	130690	75608	61.00	60 gallons bags
100186	CROW CHEMICAL & LIGHTING	130705	75608	11.25	wipes
100186	CROW CHEMICAL & LIGHTING	130808	75608	206.70	toilet paper
100186	CROW CHEMICAL & LIGHTING	130862	75608	394.85	paper towels/wipes/60-gallons bags/toilet paper
104367	David Marcus	14466	75609	40.00	Holiday Boutique refund
103597	DEMO INC	1	75610	300.00	Face Painting - Welcoming Week
104370	Detco Industries Inc	INV6557	75611	1,461.84	Cleaning Supplies
100212	DOOLEY'S PETROLEUM INC	296867	75612	487.79	Pump gas
100212	DOOLEY'S PETROLEUM INC	770412	75612	20,907.20	Diesel and unleaded fuel
104183	DSC Communications	2509549	75613	35.00	Programming of Minitor VI pager
104183	DSC Communications	2509598	75613	120.00	Service call town plant PA system
103245	DUININCK CONCRETE CONST SUPPLY	2509-698140	75614	12.98	Scrub Brush
103245	DUININCK CONCRETE CONST SUPPLY	2509-698604	75614	133.00	Rebar
100222	DUININCK INC	567491	75615	391.01	Sand
100222	DUININCK INC	567379	75615	679.15	Asphalt
100222	DUININCK INC	567386	75615	1,626.69	Asphalt
100222	DUININCK INC	567149	75615	3,344.52	Winter Sand, Gravel
100222	DUININCK INC	567163	75615	2,265.75	Asphalt
100222	DUININCK INC	566949	75615	346.45	Gravel Class 5
100222	DUININCK INC	567019	75615	2,709.80	Asphalt
100222	DUININCK INC	567267	75615	2,646.03	Sand
100222	DUININCK INC	567337	75615	1,917.60	Asphalt
100222	DUININCK INC	567328	75615	1,419.50	Asphalt
100222	DUININCK INC	567323	75615	1,394.00	Asphalt
103288	ELECTRIC MOTOR COMPANY	SAL-WLM-13993	75616	77.12	EL 2 capacitors
103288	ELECTRIC MOTOR COMPANY	SAL-WLM-14116	75616	101.20	Plumng Supplies
104228	Elizabeth Anderson	09132025	75617	600.00	Sound System - Welcoming Week
101567	ETTERMAN ENTERPRISES	375295	75618	21.58	General supplies
101567	ETTERMAN ENTERPRISES	375494	75618	26.10	Self tapping screws
101567	ETTERMAN ENTERPRISES	375123	75618	30.89	Nuts and Bolts
100810	FERGUSON ENTERPRISES INC	1975803	75619	17.77	Anchor Kit ""plumbing""
100810	FERGUSON ENTERPRISES INC	1981391	75619	239.96	Cart Kit
100775	FIRST CHOICE FOOD & BEVERAGE	2107:036680	75620	279.04	Concessions
101449	FLAHERTY & HOOD P.A.	23732	75621	3,677.50	Labor and Employment Services - Aug 2025
101449	FLAHERTY & HOOD P.A.	23672	75621	14,239.90	Willmar General Municipal Matters - Aug 2025
102973	FLEETPRIDE	128659744	75622	278.62	Filters
102973	FLEETPRIDE	128705521	75622	54.40	filter
102973	FLEETPRIDE	128705519	75622	54.47	filter
102973	FLEETPRIDE	128704803	75622	53.01	filter
102973	FLEETPRIDE	129019041	75622	62.06	Filters
103995	Flock Group Inc	INV-74712	75623	7,800.00	Year 2 of 24 Month Term Subscription
101791	FP MAILING SOLUTIONS	RI106766920	75624	188.16	Postage Machine Rental
100293	GENERAL MAILING SERVICES	74765	75625	71.68	postage
100293	GENERAL MAILING SERVICES	74803	75625	49.76	General Mailing
100293	GENERAL MAILING SERVICES	74742	75625	203.77	postage 09/01-09/05/2025
100293	GENERAL MAILING SERVICES	74818	75625	112.89	postage 09/08-09/12/2025
100293	GENERAL MAILING SERVICES	74804	75625	76.53	CVB - Postage Cases
104377	George Phillips	368086	75626	230.00	Curling Stone
100786	GRAINGER INC	9626394838	75627	7.67	Screws
100786	GRAINGER INC	9633083994	75627	159.19	Ind. selector blower motor
100786	GRAINGER INC	9632724010	75627	102.90	HVAC filters
100321	HANSEN ADVERTISING SPECIALTIES	53218	75628	759.00	Welcoming Week T Shirts
103184	HANSON *PETTY CASH/FRANK	188568	75629	30.00	Meals at Lake Region Mtg., Prinsburg
103184	HANSON *PETTY CASH/FRANK	09172025	75629	40.00	Lake Region Mtg in Sauk Centre; Meals
103035	HATZINGER/MATTHEW J	t1190000821	75630	394.20	Safety eyewear reimbursement Matt Hatzinger
100324	HAUG IMPLEMENT CO - JOHN DEERE	531706	75631	38.32	Welder gasket
100324	HAUG IMPLEMENT CO - JOHN DEERE	531874	75631	78.88	Hyd Hose

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100324	HAUG IMPLEMENT CO - JOHN DEERE	531871	75631	55.49	Hyd Fittings
100324	HAUG IMPLEMENT CO - JOHN DEERE	532377	75631	25.31	Fuel Cap
100324	HAUG IMPLEMENT CO - JOHN DEERE	532587	75631	(25.31)	Fuel Cap
102609	HAUG-KUBOTA LLC	27725	75632	56.24	Rubber Baffle
102609	HAUG-KUBOTA LLC	27732	75632	419.62	Driver Shaft Assembly
102609	HAUG-KUBOTA LLC	27734	75632	55.70	Filter
102609	HAUG-KUBOTA LLC	R27876	75632	4.47	Screw
100325	HAWKINS INC	7200435	75633	10,888.50	Ind. ferric
100325	HAWKINS INC	7200815	75633	751.00	Bleach
100325	HAWKINS INC	7201588	75633	10,947.52	Muni ferric
100327	HAYNES WINDOW CLEANING SERVICE	38131	75634	100.00	July & September window cleaning
104374	Hector Curriel	00001	75635	500.00	Welcoming Week Caricature Drawing
100333	HILLYARD\HUTCHINSON	605954532	75636	486.19	CLEANING
100333	HILLYARD\HUTCHINSON	605954533	75636	137.70	cLEANING
100333	HILLYARD\HUTCHINSON	700679604	75636	240.50	mtn cleaning
100333	HILLYARD\HUTCHINSON	700679605	75636	97.54	mtnc cleaning
100333	HILLYARD\HUTCHINSON	700679606	75636	77.00	mtn cleaning
100333	HILLYARD\HUTCHINSON	700679609	75636	114.50	Floor Scrubber Repairs
100333	HILLYARD\HUTCHINSON	700679607	75636	83.00	Repairs on Scrubber
100343	I & M LANDSCAPING NURSERY INC	17940	75637	23,500.00	2025 Tree Requirements
102707	IDSS GLOBAL LLC	528499	75638	1,500.00	CVB - iDSS Send Customization
102486	IN CONTROL INC	S-INV02990	75639	2,117.89	Automation & Cybersecurity serv. plan
103023	INNOVATIVE OFFICE SOLUTIONS	IN4924889	75640	73.53	Paper Plates
103023	INNOVATIVE OFFICE SOLUTIONS	IN4926331	75640	15.40	office supplies
103023	INNOVATIVE OFFICE SOLUTIONS	CIN130472	75640	1,608.11	Desk and Cabinets
103023	INNOVATIVE OFFICE SOLUTIONS	IN4934407	75640	52.94	CVB-Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4934405	75640	41.14	Office Supplies
104382	Jacqueline Zuniga	0016389	75641	100.00	damage deposit refund
104368	Jayden Holmquist	083125	75642	200.00	Training Regis
103861	JOE RILEY CONSTRUCTION	G25174	75643	10,331.55	Asphalt
103355	JOHANNECK WTR CONDITIONING INC	138621	75644	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	138855	75644	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	138853	75644	46.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	138860	75644	73.00	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	139070	75644	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-205	75644	2.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-193	75644	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	139410	75644	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	139412	75644	11.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	139580	75644	39.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	139879	75644	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	140155	75644	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	140426	75644	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	140424	75644	39.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-206	75644	2.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-194	75644	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-093	75644	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-092	75644	46.00	water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	139694	75644	27.00	softener salt
104371	Joseph Haugen	092225	75645	263.25	Reimbursement for CDL permit, physical & drug scre
101465	KANDIYOHI CO & CITY OF WILLMAR	091025	75646	12,000.00	Willmar Rail Park BNSF Certification Project
100376	KANDIYOHI CO AUDITOR	543744	75647	28.72	Garbage Disposal
103619	KANDIYOHI CO TREASURER	09162025	75648	36.15	Maintenance Overtime for City of Willmar Meeting
103138	KING'S ELECTRIC LLC	3466	75649	3,198.92	Temp power for PFAS pilot
103138	KING'S ELECTRIC LLC	3454	75649	173.00	Retro fit lights in Auditorium
103138	KING'S ELECTRIC LLC	3428	75649	210.00	Install LED light
103612	KNOW INK	22112	75650	3,545.00	Poll Pad Annual Software License
104321	Kurilla Contracting Company	Appl #3	75651	73,130.05	Project No 2501-A - Pay App 3
103694	LETS	INV-002819-2	75652	695.00	Drone annual license
103916	LINDE/BOWE	091825	75653	47.00	Meal expenses for MSFDA Conference
103226	LOCAL GOV'T INFORMATION SYS.	152556	75654	4,068.75	KnowBe4 FY25/26 renewal
102162	LOCATORS & SUPPLIES INC	0323394-IN	75655	123.28	Locate flags
104202	Lunar Media, LLC	1549	75656	1,000.00	Welcoming Week Photos/Videos
100424	M-R SIGN CO INC	229337	75657	136.85	Parking Sign

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103263	M.D. GRAPHICS	9111	75658	201.04	Fix passengerside stripe on #5297
100437	MARCO TECHNOLOGIES LLC	INV14311866	75659	52.50	Shredding services
101838	MARCO TECHNOLOGIES LLC	565342524	75660	225.51	500-0623211-000
104208	Mariia Kharytonova	2-09292025	75661	300.00	Welcoming Week Event
103601	MAVERICK DRONE SYSTEMS	INV-11250	75662	395.23	Drone Repair
100449	MENARDS	99832	75663	29.20	2"" PVC LB
100449	MENARDS	99868	75663	3.68	All purpose compound mud
100449	MENARDS	99874	75663	21.32	General supplies
100449	MENARDS	99910	75663	80.74	General supplies
100449	MENARDS	99870	75663	163.94	General supplies
100449	MENARDS	99922	75663	29.84	General supplies
100449	MENARDS	99988	75663	15.93	General supplies
100449	MENARDS	00124	75663	12.98	roller brushes
100449	MENARDS	00114	75663	31.10	General supplies
100449	MENARDS	00201	75663	44.06	General supplies
100449	MENARDS	00210	75663	54.70	General supplies
100449	MENARDS	00218	75663	59.22	General supplies
100449	MENARDS	00398	75663	130.88	Flowers, Clamps and String
100449	MENARDS	00403	75663	16.19	wall items
100449	MENARDS	00408	75663	139.99	Sump pump
100449	MENARDS	00463	75663	73.94	General supplies
100449	MENARDS	00490	75663	37.12	General supplies
100449	MENARDS	00527	75663	57.79	trailer safety chains
100449	MENARDS	00736	75663	37.64	door knnobs
100449	MENARDS	00677	75663	13.53	Bolts and lube spray
100449	MENARDS	99991	75663	14.98	Rope
100449	MENARDS	00108	75663	17.25	Supplies for the brush site shed
102699	MIKE'S SMALL ENGINE CENTER	34827	75664	92.98	Back Plate
102699	MIKE'S SMALL ENGINE CENTER	35126	75664	267.66	Helmet, Chaps, Gauge
103729	MILLS PARTS CENTER	6483194	75665	41.56	Seals
103729	MILLS PARTS CENTER	6480715	75665	95.82	Wire Assembly
103729	MILLS PARTS CENTER	CM6480715	75665	(95.82)	Wiring Harness
103729	MILLS PARTS CENTER	6491960	75665	29.91	Injector
103729	MILLS PARTS CENTER	6490050	75665	147.64	EGR Valve
103729	MILLS PARTS CENTER	6499339	75665	30.69	Washer Hose
101805	MINI BIFF LLC	I5712	75666	119.37	Mini Biff Willmar Brush Site
101805	MINI BIFF LLC	I5930	75666	13.86	Mini Biff Bakers Park
101805	MINI BIFF LLC	I5931	75666	78.63	Mini Biff Southfield Park
101805	MINI BIFF LLC	I5932	75666	78.63	Mini Biff Gesch
101805	MINI BIFF LLC	I5933	75666	78.63	Mini Biff Hilltop Park
101805	MINI BIFF LLC	I5934	75666	78.63	Mini Biff Minnegasco Park
101805	MINI BIFF LLC	I5935	75666	78.63	Mini Biff Wellin Park
101805	MINI BIFF LLC	I6065	75666	129.54	Mini Biff
101805	MINI BIFF LLC	I6064	75666	129.54	Mini Biff
101805	MINI BIFF LLC	I6174	75666	722.16	Mini Biff Robbins Island
101805	MINI BIFF LLC	I6149	75666	463.08	Mini Biff Ball Field
101805	MINI BIFF LLC	I6304	75666	129.54	Mini Biff Sperry Park
102553	MN DEPT OF COMMERCE	10012025 UnclProp	75667	1,100.00	2025 Unclaimed Property Submission
100497	MN DEPT OF TRANSPORTATION	P00020477	75668	624.49	Material testing
100499	MN ELEVATOR INC	1150911	75669	194.78	Oct-Nov Elevator service
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/08-25	75670	2,490.00	Shelter Cleaning
100197	MUNICIPAL EMERGENCY SERVICES	IN2315280	75671	192.00	Gear repair
100197	MUNICIPAL EMERGENCY SERVICES	IN2330930	75671	323.00	Globe pant repair
100541	MUNICIPAL UTILITIES	STMT/08-2025	75672	64,728.85	Municipal Utilities August 2025
100544	MVTL LABORATORIES INC	1323321	75673	393.25	Lab test's
100544	MVTL LABORATORIES INC	1324383	75673	504.00	Lab test's
100544	MVTL LABORATORIES INC	1324886	75673	522.00	Biosolids test's
100544	MVTL LABORATORIES INC	1325360	75673	82.25	Lab test's
100544	MVTL LABORATORIES INC	1325888	75673	58.25	Lab test
100249	NAPA CENTRAL MN	945626	75674	23.05	Ball Bearings
101627	NCL OF WISCONSIN INC	525953	75675	192.55	Lab supplies
103849	NELSON *PETTY CASH/ANITA	092925	75676	500.00	Pickleball Petty Cash
103849	NELSON *PETTY CASH/ANITA	100125	75676	300.00	Open Gym Petty Cash
102547	CARRANZA/NOE	270	75677	225.00	Interpreting Services for Officer Jason Hay

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102547	CARRANZA/NOE	271	75677	150.00	Interpreting services for ICR 25010014
103605	NORTH CENTRAL INTERNATIONAL	R201003427:01	75678	1,122.20	Nelsons Invoice
103605	NORTH CENTRAL INTERNATIONAL	R201003133:01	75678	11,651.66	Nelsons Invoice
103605	NORTH CENTRAL INTERNATIONAL	X201148067:01	75678	305.75	Starter
100650	O'REILLY AUTOMOTIVE INC	1528-240132	75679	360.63	Alternator/ Drive belt
100650	O'REILLY AUTOMOTIVE INC	1528-238868	75679	37.44	Coil Boots
100650	O'REILLY AUTOMOTIVE INC	1528-240342	75679	(40.00)	core return
100650	O'REILLY AUTOMOTIVE INC	1528-241984	75679	474.36	Ign. Module
100650	O'REILLY AUTOMOTIVE INC	1528-242007	75679	44.15	Shift Solend
100650	O'REILLY AUTOMOTIVE INC	1528-242126	75679	166.23	CV axle
100650	O'REILLY AUTOMOTIVE INC	1528-241765	75679	73.74	Fuel Pressure Sensor
104203	Odaris Guerrero	082025	75680	500.00	Welcoming Week Food Supplies
103945	ODENS/THOMAS	093025	75681	98.00	MNGFOA Conference Mileage Reimbursement
104207	Office Of MNIT Services	DV25080454	75682	273.18	LOGIS Internet transport Aug
104369	Paper Roll Products, Inc.	289792	75683	159.95	Thermal Paper Rolls
104378	Paulaine Presandieu Jean Louis	09132025	75684	500.00	Welcoming Week Food
104353	PB Electronics Inc	148221	75685	910.00	Repair to Stalker DSR antennas
104353	PB Electronics Inc	148280	75685	457.50	Radar Antenna Repair
104376	Peggy Morrison	0016859	75686	55.00	Refund for Renaissance Trip
103170	POMP'S TIRE SERVICE,INC.	210789478	75687	6,727.20	Tires
100342	POWER PLAN OIB	P0173111	75688	93.91	Pressure Sensor
100374	PREMIUM WATERS INC	330678468	75689	10.99	WATER
100374	PREMIUM WATERS INC	330677967	75689	(72.00)	Unused water refund for DOAC
100374	PREMIUM WATERS INC	330676623	75689	14.49	Drinking water
100374	PREMIUM WATERS INC	330674741	75689	41.99	Water at DOAC
100374	PREMIUM WATERS INC	330668260	75689	21.99	water
100374	PREMIUM WATERS INC	300670070	75689	27.99	water
100374	PREMIUM WATERS INC	330681412	75689	49.49	water
100624	PRINT MASTERS	94069	75690	147.00	Inspection forms- Duplicates
103529	PRO WATER SOLUTIONS	12031	75691	490.00	Solar Salt
101093	QUICK SIGNS	183523	75692	545.00	WACF Grant funds for flag
101093	QUICK SIGNS	183502	75692	170.00	Dry erase maps
101093	QUICK SIGNS	183488	75692	134.70	helmet decals
100636	R & R SPECIALTIES INC	0090245-IN	75693	1,089.15	Zam Parts
103503	RADUNZ/KYLE	6513058	75694	200.00	Safety Boots
100639	RAMBOW INC	671950	75695	617.30	Coaches Shirts
100665	RULE TIRE SHOP	1-77885	75696	1,020.00	Tires
100665	RULE TIRE SHOP	1-78231	75696	2,100.00	Tires
104372	Sara Carrizales	09132025	75697	500.00	Welcoming Week Food Supplies
100681	SCHWANKE TRACTOR & TRUCK INC	10471	75698	16.95	fuel cap
100681	SCHWANKE TRACTOR & TRUCK INC	43079	75698	14.95	Fuel Cap
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/08-25	75699	17,697.81	unleaded and diesel fuel
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/08-2025	75699	2,058.77	August Work Orders - Equipment Repair Parts
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/07-2025	75699	1,236.37	July 2025 Work Orders - Equipment Repair Parts
104185	Sinai Karen Baptist Church	3	75700	300.00	2025 Welcoming Week Performance
900094	ST LOUIS MRO INC	66394	75701	100.00	Drug screen collections

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100706	STACY'S NURSERY INC	25362	75702	400.00	Sod for softball complex
103302	STEELE/JASON	092925	75703	344.10	Class A WW refresher and test. Jason Steele
103256	STEINBEISSER AUTO REPAIR LLC	21718	75704	19.95	Propane refill
100722	STREICHER'S	11781801	75705	3,271.29	Ammo
100728	SURPLUS WAREHOUSE INC	03730	75706	24.98	Terminal Box, Light Harness
100728	SURPLUS WAREHOUSE INC	05441	75706	111.46	Trailer Wiring
103040	TACTICAL SOLUTIONS	11075	75707	20.81	Shipping and Handling to Return Radar
103801	TECH CHECK,LLC	63188	75708	2,760.00	Veeam FY25/26 renewal
104315	The Tradesmen Construction, Inc.	Appl #5	75709	253,738.98	Outdoor Cover Rink- Payment #5
103937	THORSON/JASON	2078891	75710	185.99	Safety boots reimbursement
102583	TORKELSON'S LOCK SERVICE	25-445	75711	56.00	Keys
104361	Total Tool Supply LLC	77108174	75712	311.38	Chain Hoist Power Cable Replacement
101583	TREE-N-TURF SERVICES	157927	75713	235.56	Fall weed n feed application
102949	TWIN CITY SEED COMPANY	S-INV011795	75714	1,665.00	Turf lawn seed mixture
103795	TYLER TECHNOLOGIES, INC	130-159635	75715	2,000.00	Enforcement Mobile parking ticket training
100165	ULTIMATE SAFETY CONCEPTS INC	219100	75716	628.23	(24) Coveralls, (3doz) Nitrile gloves
100264	US BANK	7902063	75717	550.00	2023A bond Paying Agent Fee
103143	US BANK EQUIPMENT FINANCE	564855955	75718	751.80	500-0664928-000/001
103660	VALIANT/LESLIE	093025	75719	27.30	Duininck Meeting Mileage Reimbursement
104363	Veronica Navarro	0013387	75720	100.00	damage deposit refund
104083	Vestis	MSP2-14239	75721	173.34	First Aid Kits Restocked
100777	VIKING COCA-COLA BOTTLING CO	3703013	75722	2,132.95	Concessions
103469	WARRENS GENERATORS LLC	1565	75723	75.00	Generator oil and Filter
100803	WEST CENTRAL PRINTING	25427	75724	43.51	Business Cards for Chief and 3218
100805	WEST CENTRAL SANITATION	13539894	75725	46.11	Recycling
100805	WEST CENTRAL SANITATION	13538781	75725	71.23	Recycling service
100805	WEST CENTRAL SANITATION	13540458	75725	361.39	Recycling
102689	WILLMAR AUTO VALUE	22579983	75726	197.98	Rear Shocks
102689	WILLMAR AUTO VALUE	22580282	75726	243.99	Fuel Pump
102689	WILLMAR AUTO VALUE	22580267	75726	177.99	4wd Actuator kit
102689	WILLMAR AUTO VALUE	22580017	75726	66.98	V-Belt
102689	WILLMAR AUTO VALUE	22580016	75726	205.99	Belt tool
102689	WILLMAR AUTO VALUE	22580140	75726	327.98	Lower Control Arms
102689	WILLMAR AUTO VALUE	22580141	75726	204.75	Battery
102689	WILLMAR AUTO VALUE	22581611	75726	219.74	Battery/ Grommet
102689	WILLMAR AUTO VALUE	22581385	75726	8.88	oil Filter
102689	WILLMAR AUTO VALUE	22581073	75726	(85.01)	Serpentine Belt kit
102689	WILLMAR AUTO VALUE	22581014	75726	36.99	Leak detect R134a
102689	WILLMAR AUTO VALUE	22580658	75726	204.75	Battery
102689	WILLMAR AUTO VALUE	22581017	75726	181.98	Serpentine Belt kit
102689	WILLMAR AUTO VALUE	22582421	75726	268.99	Fuel Pump
102689	WILLMAR AUTO VALUE	22581845	75726	53.94	Spark Plugs
102689	WILLMAR AUTO VALUE	22582442	75726	529.73	Wheel Weights, cut off wheels, cleaner. Restock
102689	WILLMAR AUTO VALUE	22580688	75726	4.49	Bearing
102689	WILLMAR AUTO VALUE	CM6483194	75726	(41.56)	return seals
102689	WILLMAR AUTO VALUE	22583360	75726	229.15	Battery
102689	WILLMAR AUTO VALUE	22582604	75726	267.14	Battery/ Door actuator
102689	WILLMAR AUTO VALUE	22582928	75726	204.75	Battery
102689	WILLMAR AUTO VALUE	22583099	75726	17.31	Oil filters
102689	WILLMAR AUTO VALUE	2258468	75726	16.98	Wiper Blades
102689	WILLMAR AUTO VALUE	22583478	75726	506.36	Hyd Hose and fittings
103440	WILLMAR BASKETBALL BOOSTER ASN	091025	75727	6,380.00	Summer basketball registrations.
100813	WILLMAR BUS SERVICE	25-0132	75728	3,300.00	bus trips in august
100812	WILLMAR CHAMBER OF COMMERCE	06132025	75729	2,085.69	CVB - Credit Card 05/16/25-06/13/25
100812	WILLMAR CHAMBER OF COMMERCE	59114	75729	2,999.89	CVB - Credit Card 06/14/25-07/16/25
100812	WILLMAR CHAMBER OF COMMERCE	59115	75729	1,152.36	CVB - Credit Card 07/17/25-08/15/25
100817	WILLMAR FESTS	091525	75730	5,000.00	Holidaze 2025
104380	Willmar Indoor Golf	092925	75731	383.71	Fire Explorers Outing
103454	WILLMAR ROTARY CLUB	2344	75732	875.00	Rotary Annual dues - Odens
104379	Yaneiry Jazmin Salinas Deras	09132025-2	75733	500.00	Welcoming Week Food
			Total	892,704.97	

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100467	CENTERPOINT ENERGY	STMT/08-2025	615	4,073.35	Natural Gas August
100492	MN DEPT OF REVENUE	STMT/09-25	616	3,468.94	Fuel and Sales tax
102365	CARDMEMBER SERVICE	STMT/08-25	617	11,503.04	Bremer Bank Credit Card
			Total	19,045.33	

City of Willmar Monthly Permit Reports September 2025

Permit Number	Address	Permit Type	Permit Work Class	Permit Issue Date	Permit Valuation	Parcel #
BLDR-2025-0212	808 6th St SE	Residential	Re-Roof	9/2/2025	\$6,000.00	95-250-0430
RMECH-2025-0078	413 15th St SW	Residential Mechanical	Mechanical	9/2/2025	\$9,000.00	95-015-0370
RMECH-2025-0079	1805 7.5 St SW	Residential Mechanical	Mechanical	9/2/2025	\$3,000.00	95-922-6170
BLDR-2025-0203	316 Monongalia Ave SW	Residential	Residing	9/2/2025	\$8,000.00	95-006-1800
BLDR-2025-0218	404 24th Ave SW	Residential	Accessory Structure	9/2/2025	\$16,370.00	95-680-0770
CPLUMB-2025-0008	1016 1st St S	Commercial Plumbing	Plumbing	9/2/2025	\$21,000.00	95-280-2250
BLDR-2025-0208	1809 2nd St NE	Residential	Alteration/Remodel	9/2/2025	\$3,000.00	95-467-1000
RMECH-2025-0080	1216 16th St NE	Residential Mechanical	Mechanical	9/2/2025	\$15,000.00	95-390-0310
BLDR-2025-0207	404 7th St SW	Residential	Alteration/Remodel	9/2/2025	\$2,500.00	95-003-6420
BLDR-2025-0216	1725 Gorton Ave NW	Residential	Re-Roof	9/2/2025	\$15,000.00	95-916-4020
RMECH-2025-0081	708 Irene Ave SE	Residential Mechanical	Mechanical	9/3/2025	\$5,000.00	95-662-0080
BLDR-2025-0217	1023 3rd St SW	Residential	Re-Roof	9/3/2025	\$10,000.00	95-280-2330
BLDR-2025-0221	1004 6th St SW	Residential	Residing	9/3/2025	\$1,000.00	95-090-1420
BLDR-2025-0182	505 33rd St NW	Residential	Alteration/Remodel	9/4/2025	\$3,000.00	95-833-1290
RMECH-2025-0077	1824 Gorton Ave NW	Residential Mechanical	Mechanical	9/4/2025	\$11,250.00	95-430-0010
RMECH-2025-0075	1505 7.5 St SW	Residential Mechanical	Mechanical	9/4/2025	\$5,683.00	95-664-0520
RMECH-2025-0076	2402 6th St NE	Residential Mechanical	Mechanical	9/4/2025	\$5,507.00	95-137-0210
BLDR-2025-0211	802 5th St SW	Residential	Alteration/Remodel	9/5/2025	\$19,000.00	95-090-0410
BLDC-2025-0037	422 6th St SW	Commercial	Re-Roof	9/5/2025	\$90,000.00	95-003-6300
BLDR-2025-0206	428 13th St NW	Residential	Residing	9/5/2025	\$5,000.00	95-009-0630
BLDR-2025-0220	2221 Gorton Ave NW	Residential	Deck	9/8/2025	\$8,500.00	95-380-0060
RPLUMB-2025-0011	325 Terrace Dr SW	Residential Plumbing	Plumbing	9/8/2025	\$2,310.20	95-330-0240
BLDC-2025-0029	101 19th Ave SW	Commercial	Alteration/Remodel	9/8/2025	\$265,435.00	95-227-0010
BLDC-2025-0041	1609 5th St SW	Commercial	Residing	9/9/2025	\$62,000.00	95-700-0140
RPLUMB-2025-0012	1413 Westwood Ct NW	Residential Plumbing	Plumbing	9/9/2025	\$2,500.00	95-562-0090
BLDR-2025-0226	409 Julii St SE	Residential	Alteration/Remodel	9/9/2025	\$7,380.00	95-220-1420
BLDR-2025-0210	717 Mary Ave SE	Residential	Re-Roof	9/10/2025	\$8,400.00	95-914-1880
BLDR-2025-0227	617 2nd St SW	Residential	Re-Roof	9/10/2025	\$2,500.00	95-006-1550
BLDC-2025-0039	202 19th Ave SE	Commercial	Alteration/Remodel	9/11/2025	\$2,500.00	95-705-2000
BLDC-2025-0035	301 Becker Ave SW	Commercial	Alteration/Remodel	9/11/2025	\$886,116.00	95-003-5970

BLDC-2025-0045	610 Business 71 N	Commercial	Re-Roof	9/11/2025	\$3,242.00	95-911-0900
BLDR-2025-0219	622 Ridgewood Pl SW	Residential	Alteration/Remodel	9/11/2025	\$14,214.00	95-340-0430
MECH-2025-0010	301 Becker Ave SW	Commercial Mechanical	Mechanical	9/16/2025	\$244,850.44	95-003-5970
BLDR-2025-0233	815 Monongalia Ave SW	Residential	Residing	9/16/2025	\$13,000.00	95-006-3290
BLDC-2025-0044	601 Industrial Dr SW	Commercial	Re-Roof	9/16/2025	\$65,992.09	95-916-2970
BLDR-2025-0215	509 7th St SW	Residential	Accessory Structure	9/16/2025	\$36,000.00	95-006-0660
MECH-2025-0012	202 19th Ave SE	Commercial Mechanical	Mechanical	9/16/2025	\$15,000.00	95-705-2000
BLDR-2025-0232	815 Monongalia Ave SW	Residential	Re-Roof	9/16/2025	\$11,000.00	95-006-3290
BLDR-2025-0225	307 11th St NW	Residential	Re-Roof	9/16/2025	\$2,321.90	95-009-1240
BLDR-2025-0202	100 31st St NW	Residential	Re-Roof	9/16/2025	\$18,050.79	95-835-0580
BLDR-2025-0229	720 Ella Ave NW	Residential	Re-Roof	9/16/2025	\$4,424.32	95-540-0370
BLDR-2025-0201	100 31st St NW	Residential	Residing	9/16/2025	\$26,274.94	95-835-0580
BLDR-2025-0234	1028 5th St SW	Residential	Re-Roof	9/16/2025	\$11,789.00	95-915-2675
BLDR-2025-0236	308 Terrace Dr SW	Residential	Re-Roof	9/17/2025	\$6,275.96	95-330-0340
CPLUMB-2025-0005	516 Litchfield Ave SW	Commercial Plumbing	Plumbing	9/18/2025	\$8,000.00	95-003-3370
RMECH-2025-0083	521 15th St SW	Residential Mechanical	Mechanical	9/18/2025	\$20,000.00	95-015-0480
CPLUMB-2025-0009	313 Litchfield Ave SW	Commercial Plumbing	Plumbing	9/18/2025	\$8,000.00	95-003-5160
BLDR-2025-0244	805 25th Ave SW	Residential	Alteration/Remodel	9/19/2025	\$16,757.00	95-867-0410
BLDR-2025-0242	808 Litchfield Ave SW	Residential	Re-Roof	9/19/2025	\$5,500.00	95-003-3800
BLDR-2025-0239	1809 2nd St NE	Residential	Re-Roof	9/19/2025	\$30,223.00	95-467-1000
BLDR-2025-0240	3055 Old Hwy 12 W	Residential	Alteration/Remodel	9/22/2025	\$31,250.00	95-917-5500
BLDC-2025-0038	602 1st St S	Commercial	New	9/22/2025	\$685,750.00	95-006-1460
BLDR-2025-0247	1105 Trott Ave SE	Residential	Re-Roof	9/22/2025	\$5,986.80	95-914-1360
BLDR-2025-0245	320 17th St NW	Residential	Re-Roof	9/22/2025	\$10,978.00	95-146-0041
BLDR-2025-0243	1112 4th St SW	Residential	Re-Roof	9/22/2025	\$9,878.80	95-280-0640
BLDR-2025-0237	604 Olena Ave SE	Residential	Deck	9/22/2025	\$16,750.00	95-230-0090
BLDC-2025-0052	804 Willmar Ave SE	Commercial	Re-Roof	9/22/2025	\$60,000.00	95-923-8300
BLDC-2025-0049	301 Becker Ave SW	Commercial	Alteration/Remodel	9/23/2025	\$300,000.00	95-003-5970
BLDR-2025-0248	3502 Eagle Ridge Dr W	Residential	Re-Roof	9/23/2025	\$60,000.00	95-148-0030
BLDC-2025-0048	121 5th St SW	Commercial	Alteration/Remodel	9/23/2025	\$1,500.00	95-003-2460
BLDR-2025-0238	1425 Willmar Ave SW	Residential	Residing	9/23/2025	\$20,000.00	95-060-0040
BLDC-2025-0043	200 24th Ave SE	Commercial	Alteration/Remodel	9/23/2025	\$70,000.00	95-841-0200

BLDC-2025-0036	1016 1st St S	Commercial	Alteration/Remodel	9/23/2025	\$227,000.00	95-280-2250
BLDC-2025-0021	2301 Transportation Rd NE	Commercial	New	9/24/2025	\$691,100.00	95-901-0310
BLDR-2025-0254	1525 Gorton Ave NW	Residential	Re-Roof	9/24/2025	\$7,000.00	95-916-3100
BLDR-2025-0253	703 Trott Ave SW	Residential	Re-Roof	9/24/2025	\$4,900.00	95-006-0400
MECH-2025-0011	2301 Transportation Rd NE	Commercial Mechanical	Mechanical	9/24/2025	\$6,000.00	95-901-0310
CPLUMB-2025-0007	2301 Transportation Rd NE	Commercial Plumbing	Plumbing	9/24/2025	\$25,000.00	95-901-0310
BLDR-2025-0246	1208 Trott Ave SE	Residential	Re-Roof	9/25/2025	\$10,000.00	95-914-1270
BLDC-2025-0028	503 Industrial Dr SW	Commercial	New	9/30/2025	\$2,500,000.00	95-916-2960
BLDR-2025-0259	903 Trott Ave SE	Residential	Re-Roof	9/30/2025	\$6,000.00	95-490-0010
BLDR-2025-0235	3505 Eagle Ridge Dr E	Residential	Alteration/Remodel	9/30/2025	\$70,000.00	95-148-0110
RPLUMB-2025-0013	309 15th Ave NW	Residential Plumbing	Plumbing	9/30/2025	\$2,198.00	95-443-0310
73 Total Permits		73		Total Valuation:	\$6,884,158.24	

YTD Valuation: \$52,277,475.64



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	10.A.
Agenda Section:	Public Hearing:	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	2026 Improvement Hearing		

RECOMMENDED ACTION:

Adopt the resolution to order the 2026 street and other improvements and approve preparation of plans and specifications.

OVERVIEW:

As required by State Statute 429.031 subd. 1(b), a Public Hearing has been scheduled for the proposed 2026 Street and Other Improvements for the purpose of reviewing and explaining the proposed improvements, estimated costs, and to obtain input from interested parties. Following the hearing, such improvements shall be considered by the Council for the ordering of the preparation of plans and specifications.

The proposed projects include:

Reconstruction:

- 4th Street SW - Willmar Avenue to Trott Avenue
- 16th Street SW - Willmar Avenue to Trott Avenue

Overlay:

- Industrial Drive SW - Willmar Avenue to Highway 12
- Trott Avenue SE - Julii Street to Lakeland Drive

Miscellaneous Non-Assessable Projects:

- Lakeland Drive Path - Highway 12 to Civic Center Drive NE
- 2026 Seal Coat Improvement Project
- 1st Street/Business 71 Bridge Maintenance Project
- Trunk Storm Sewer Cleaning Project
- 2026 Stormwater Capital Improvement Project
- Vos Park Pond Improvement Project

BUDGETARY/FISCAL ISSUES:

The total estimated cost of assessable improvements is \$13,526,500. Sources of funding include monies from Willmar Municipal Utilities, Wastewater, assessments, State Aid funds, State and Federal grant funds, LOST funds, and bond proceeds.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. RESOLUTION - ORDERING IMPROVEMENTS 2026
2. Memo 2026 Street Project Recommendation

RESOLUTION NO. _____

**A RESOLUTION ORDERING THE 2026 STREET AND OTHER IMPROVEMENTS AND DIRECTING STAFF TO
PREPARE FINAL PLANS AND SPECIFICATIONS.**

Motion By: _____ Second By: _____

WHEREAS, after due Notice of Public Hearing on the construction of street and other improvements for the City of Willmar, Minnesota, hearing on said improvements was duly held and the Council heard all persons desiring to be heard on the matter and fully considered the same.

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

1. It is advisable, expedient, and necessary that said improvements as described in the Notice of Hearing thereon be constructed and the same are hereby ordered made.
2. The improvements described in said Notice of Hearing are hereby designated and shall be known as 2026 Street and Other Improvements.
3. The City's Engineer is hereby directed to prepare final plans and specifications for said improvements.
4. The City Council shall let the contract for all or part of the work for said improvements or order all or part of the work done by day labor or otherwise as authorized by Minnesota Statutes, Section 429.041, Subdivision 2, within one year of the date of this resolution ordering said improvements.

Dated this 6th day of October, 2025

Mayor

Attest:

City Clerk



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

October 3, 2025

Memo

To: Mayor and Council
From: Leslie Valiant, City Administrator

Regarding the 2026 Construction Projects

Council,

This year the 2026 street projects proposed included two reconstruction projects totaling an estimated \$8,918,700, two mill and overlay improvement projects totaling an estimated \$1,366,200, Lakeland path improvement estimated at \$1,637,200, various seal coat projects totaling \$428,500, 1st Street/Business 71 Bridge maintenance \$200,000, Trunk Storm Sewer Cleaning \$810,000 and Stormwater Capital Improvements \$165,900 for a total estimated project cost of \$13,526,500.

Staff recommend, based on the targeted annual bonding budget of \$5-6 million in the CIP plan, that the City Council approve the following projects for 2026:

Project Description	Estimated Cost
2601-A 4 th Street SW Improvement	\$5,846,500
2605-A 1 st /71 Bridge Maintenance	\$200,000
2605-C Vos Park Pond Improvement	\$300,000
2608: Seal Coat Improvement	\$428,500
2504-B: Path Improvement – <i>Lakeland Drive</i>	\$1,637,200
2026 Stormwater Capital Improvements	\$165,900
Total Estimated Cost	\$8,378,100

Funding sources for the recommended projects are:

Project	Assessments	WMU	Wastewater	LOST	Grant Sources	City
2601-A: 4 th Street SW Improvement	\$775,700	\$819,200	\$1,211,600			\$3,040,000
2605-A: 1 st Street/ Bus. 71 Bridge Maint.					\$160,000	\$40,000
2605-C: Pond Improvement – <i>Vos Park</i>				\$300,000		
2608: Seal Coat Improvements						\$428,500

Project	Assessments	WMU	Wastewater	LOST	Grant Sources	City
2504-B: Path Improvement – Lakeland Drive					\$1,100,000	\$537,200
2026 Stormwater CIPs				\$165,900		
Total Estimated Funding	\$775,700	\$819,200	\$1,211,600	\$465,900	\$1,260,000	\$4,045,700

Total estimated bonding includes assessments, wastewater and city cost estimates less cash funding of \$448,500 for a total of \$5,564,500.

Staff’s recommendation reflects the need for additional information on the 16th Street SW stormwater pond project, which requires coordination with CenterPoint Energy. Further details are also needed to determine the scope and requirements of the Trunk Storm Sewer Improvement Project, as well as two pending Industrial Park infrastructure projects: the construction of a turn lane along T.H. 40 and the extension of Willmar Avenue to the Willmar Rail Park, including the north/south connector from Trott Avenue to Willmar Avenue. The City has secured \$2.9 million in funding to complete these two infrastructure projects during 2026 and 2027.



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	10.B.
Agenda Section:	Public Hearing:	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	Yes	Presented By:	Jeron Smith, General Manager
Item:	Ordinance to Amend Ordinance No. 1531 Willmar Municipal Electric Rates		

RECOMMENDED ACTION:

1. Adopt the Ordinance amending Ordinance No. 1531
2. Publish the Ordinance by Summary

OVERVIEW:

Willmar Municipal Utilities (WMU) is requesting an amendment to Ordinance No. 1531. Upon internal review, discrepancies were identified in the ordinance. A transposition occurred between the summer and non-summer demand charges associated with the Large Power classification. Also, the Industrial Primary Rate was set at the same level as the Secondary Rate, whereas it should be 2% lower, as outlined in the approved rate study. These corrections are necessary to ensure the ordinance accurately reflects the recommended rate structure and intent for 2026. The corrected charges are as follows:

- Large Power – Primary Service (Demand Charge):
 - Summer: \$17.90/kW
 - Non-Summer: \$15.45/kW
- Large Power – Secondary Service (Demand Charge):
 - Summer: \$18.25/kW
 - Non-Summer: \$15.75/kW
- Industrial Rate – Primary Service (Demand Charge):
 - Summer: \$17.90/kW
 - Non-Summer: \$15.45/kW

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Amendment to Ordinance No. 1531 Narrative
2. CLEAN - 2026 Electric Rate Adjustment Ordinance
3. REDLINE - 2026 Electric Rate Adjustment Ordinance
4. RESOLUTION NO. 34 - Amendment to Ordinance NO. 1531
5. SUMMARY ORDINANCE NO 1531

Narrative: Amendment to Ordinance No. 1531 – Correction to 2026 Electric Rates

From: Jeron Smith, General Manager

To: Willmar Municipal Utilities Commission

Date: Monday, August 25, 2025

Willmar Municipal Utilities (WMU) staff are requesting Commission approval to amend Ordinance No. 1531 to correct the published Electrical Rates for 2026 and refer to the City Council for introduction and public hearing in accordance with the proposed timeline:

- August 11, 2025 – WMU introduction of the ordinance and call for public hearing
- August 25, 2025 – WMU public hearing and approval of the ordinance
- September 2, 2025 – City Council introduction of the ordinance and call for public hearing
- September 15, 2025 – City Council public hearing and adoption of the ordinance

Upon internal review, discrepancies were identified in the ordinance. A transposition occurred between the summer and non-summer demand charges associated with the Large Power classification. Also, the Industrial Primary Rate was set at the same level as the Secondary Rate, whereas it should be 2% lower, as outlined in the approved rate study. These corrections are necessary to ensure the ordinance accurately reflects the recommended rate structure and intent for 2026.

The corrected charges are as follows:

Large Power – Primary Service (Demand Charge):

- Summer: \$17.90/kW
- Non-Summer: \$15.45/kW

Large Power – Secondary Service (Demand Charge):

- Summer: \$18.25/kW
- Non-Summer: \$15.75/kW

Industrial Rate – Primary Service (Demand Charge):

- Summer: \$17.90/kW
- Non-Summer: \$15.45/kW

The amended ordinance language will be updated to reflect the current membership of the City Council.

Note on Publication:

In accordance with Section 2.12, Subd. 2(B) of the Willmar City Charter, the City Council may choose to publish the ordinance by summary if the full text is deemed too lengthy or costly to publish. This requires a supermajority vote (at least six Councilmembers) and must include a statement that the full ordinance is available from the City Clerk's Office at no cost. WMU supports this option due to the estimated cost of full publication and the public availability of the ordinance text.

Respectfully Submitted,

Jeron Smith
General Manager
Willmar Municipal Utilities

ORDINANCE NO. _____

AN ORDINANCE AMENDING ELECTRIC RATES CHARGED BY THE MUNICIPAL UTILITIES COMMISSION OF THE CITY OF WILLMAR, A PUBLIC UTILITY, TO BE EFFECTIVE FOR BILLINGS SENT ON AND AFTER JANUARY 1, 2025.

BE IT ORDAINED, by the City Council of the City of Willmar as follows:

Section 1. ELECTRIC RATES

The rates for electric service provided by the Municipal Utilities Commission shall continue as follows:

YEAR: 2025

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follow:

	Summer	Non-Summer
Energy Charge all kWh	.119	.102
Fixed Cost Fee	\$12.75/mo.	\$12.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.119	.083
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Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060
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Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	\$18.50/mo.	\$18.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	\$34.25/mo.	\$34.25/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.066	.059
Demand Charge	\$16.00/kW	\$14.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.067	.060
Demand Charge	\$16.30/kW	\$14.30/kW
Fixed Cost Fee	\$40.00/mo.	\$40.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh	.065	.058
Demand Charge	\$16.00/kW	\$14.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.066	.059
Demand Charge	\$16.30/kW	\$14.30/kW
Fixed Cost Fee	\$40.00/mo.	\$40.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	\$11.40/mo.
100 Watt LED	\$13.40/mo.

YEAR: 2026

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.123	.104
Fixed Cost Fee	\$14.75/mo.	\$14.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.123	.084
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Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows:
service shall be as follows:

Energy Charge all kWh	.060	.060
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Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.126	.107
Fixed Cost Fee	\$20.50/mo.	\$20.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.126	.107
Fixed Cost Fee	\$36.50/mo.	\$36.50/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.063	.056
Demand Charge	\$17.90/kW	\$15.45/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.064	.057
Demand Charge	\$18.25/kW	\$15.75/kW
Fixed Cost Fee	\$45.00/mo.	\$45.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh	.063	.056
Demand Charge	\$17.90/kW	\$15.45/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.064	.057
Demand Charge	\$18.25/kW	\$15.75/kW
Fixed Cost Fee	\$45.00/mo.	\$45.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	\$11.40/mo.
100 Watt LED	\$14.00/mo.

YEAR: 2027**Residential Service Rate**

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.127	.106
Fixed Cost Fee	\$17.00/mo.	\$17.00/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.127	.085
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Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows:

Energy Charge all kWh	.060	.060
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Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	\$23.00/mo.	\$23.00/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	\$39.00/mo.	\$39.00/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.061	.054
Demand Charge	\$19.60/kW	\$16.65/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.062	.055
Demand Charge	\$20.00/kW	\$17.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh	.061	.054
Demand Charge	\$19.60/kW	\$16.65/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.062	.055
Demand Charge	\$20.00/kW	\$17.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	\$11.40/mo.
100 Watt LED	\$14.65/mo.

Section 2. SUMMER RATE DEFINITION

Summer and non-heating season rates are defined as consumption months May through September, billing months of June through October.

Section 3. ELECTRIC ENERGY ACQUISITION ADJUSTMENT

There shall be added to all electrical energy billed an Energy Acquisition Adjustment. The Energy Acquisition Adjustment shall be calculated pursuant to the following formula:

The overall average cost of wholesale power and net transmission costs (transmission costs less transmission revenue) incurred above the weighted average cost established at the time of the current rate schedule.

Section 4. CITY FRANCHISE FEE

There shall be added to all utility bills a "City Franchise Fee" to be calculated by applying a rate to be determined by dividing the total kilowatt hours (kWhs) sold by WMU annually by the total Intergovernmental Transfer and street lighting cost incurred by WMU for the preceding calendar year to each customer kWh billed monthly for the next 12-month period.

Section 5. REPEALER

The Municipal Utilities Commission recommends that the City Council repeal Sections #1, #5, and #6 of Ordinance #1518 (adopted November 6, 2024) to the extent that it is inconsistent herewith.

Section 6. EFFECTIVE DATES

The Municipal Utilities Commission recommends that the amendment in rates be effective for billings sent on and after January 1, 2025, January 1, 2026, and January 1, 2027.

ATTEST:

Verna Larson, City Clerk

Doug Reese, Mayor

VOTE: ___ GILBERTSON ___ SHULDES ___ GARDNER ___ FAGERLIE
 ___ ASK ___ NELSEN ___ BUTTERFIELD ___ DAVIS

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ELECTRIC RATES CHARGED BY THE MUNICIPAL UTILITIES COMMISSION OF THE CITY OF WILLMAR, A PUBLIC UTILITY, TO BE EFFECTIVE FOR BILLINGS SENT ON AND AFTER JANUARY 1, 2025.

BE IT ORDAINED, by the City Council of the City of Willmar as follows:

Section 1. ELECTRIC RATES

The rates for electric service provided by the Municipal Utilities Commission shall continue as follows:

YEAR: 2025

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follow:

	Summer	Non-Summer
Energy Charge all kWh	.119	.102
Fixed Cost Fee	\$12.75/mo.	\$12.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.119	.083
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Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060
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Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	\$18.50/mo.	\$18.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.120	.104
Fixed Cost Fee	\$34.25/mo.	\$34.25/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.066	.059
Demand Charge	\$16.00/kW	\$14.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.067	.060
Demand Charge	\$16.30/kW	\$14.30/kW
Fixed Cost Fee	\$40.00/mo.	\$40.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh	.065	.058
Demand Charge	\$16.00/kW	\$14.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.066	.059
Demand Charge	\$16.30/kW	\$14.30/kW
Fixed Cost Fee	\$40.00/mo.	\$40.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	\$11.40/mo.
100 Watt LED	\$13.40/mo.

YEAR: 2026

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.123	.104
Fixed Cost Fee	\$14.75/mo.	\$14.75/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.123	.084
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Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows:
service shall be as follows:

Energy Charge all kWh	.060	.060
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Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.126	.107
Fixed Cost Fee	\$20.50/mo.	\$20.50/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.126	.107
Fixed Cost Fee	\$36.50/mo.	\$36.50/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.063	.056
Demand Charge	\$17.90/kW \$15.45/kW	\$15.45/kW \$17.90/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.064	.057
Demand Charge	\$18.25/kW	\$15.75/kW
	\$15.75/kW	\$18.25/kW
Fixed Cost Fee	\$45.00/mo.	\$45.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh	.063	.056
Demand Charge	\$17.90 18.25/kW	\$15.45 15.75/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.064	.057
Demand Charge	\$18.25/kW	\$15.75/kW
Fixed Cost Fee	\$45.00/mo.	\$45.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	\$11.40/mo.
100 Watt LED	\$14.00/mo.

YEAR: 2027

Residential Service Rate

The rate for residential service shall be the sum of the energy charge and the customer charge as follows:

	Summer	Non-Summer
Energy Charge all kWh	.127	.106
Fixed Cost Fee	\$17.00/mo.	\$17.00/mo.

Heat Pump Rate

The rate for heat pump service shall be as follows:

Energy Charge all kWh	.127	.085
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Off-Peak Storage Heat & Electric Vehicle Charging Rate

The rate for off-peak storage heat service & electric vehicle charging shall be as follows: service shall be as follows:

Energy Charge all kWh	.060	.060
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Small Commercial Rate

The rate for general service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	\$23.00/mo.	\$23.00/mo.

Three Phase Commercial Rate

The rate for three phase commercial service shall be the sum of the energy charge and the customer charge as follows:

Energy Charge all kWh	.132	.111
Fixed Cost Fee	\$39.00/mo.	\$39.00/mo.

Large Power Rate

The rate for large power service shall be the sum of the demand, energy charge and the customer charge as follows:

Primary Service

Energy Charge all kWh	.061	.054
Demand Charge	\$19.60/kW	\$16.65/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.062	.055
Demand Charge	\$20.00/kW	\$17.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Industrial Rate

The rate for industrial service shall be the sum of the demand charge, energy charge, and the customer charge as follows:

Primary Service

Energy Charge all kWh	.061	.054
Demand Charge	\$19.60/kW	\$16.65/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Secondary Service

Energy Charge all kWh	.062	.055
Demand Charge	\$20.00/kW	\$17.00/kW
Fixed Cost Fee	\$50.00/mo.	\$50.00/mo.

Security Lighting Rate

The rate for security lighting service shall be as follows:

70 Watt LED	\$11.40/mo.
100 Watt LED	\$14.65/mo.

Section 2. SUMMER RATE DEFINITION

Summer and non-heating season rates are defined as consumption months May through September, billing months of June through October.

Section 3. ELECTRIC ENERGY ACQUISITION ADJUSTMENT

There shall be added to all electrical energy billed an Energy Acquisition Adjustment. The Energy Acquisition Adjustment shall be calculated pursuant to the following formula:

The overall average cost of wholesale power and net transmission costs (transmission costs less transmission revenue) incurred above the weighted average cost established at the time of the current rate schedule.

Section 4. CITY FRANCHISE FEE

There shall be added to all utility bills a "City Franchise Fee" to be calculated by applying a rate to be determined by dividing the total kilowatt hours (kWhs) sold by WMU annually by the total Intergovernmental Transfer and street lighting cost incurred by WMU for the preceding calendar year to each customer kWh billed monthly for the next 12-month period.

Section 5. REPEALER

The Municipal Utilities Commission recommends that the City Council repeal Sections #1, #5, and #6 of Ordinance #1518 (adopted November 6, 2024) to the extent that it is inconsistent herewith.

Section 6. EFFECTIVE DATES

The Municipal Utilities Commission recommends that the amendment in rates be effective for billings sent on and after January 1, 2025, January 1, 2026, and January 1, 2027.

ATTEST:

Verna Larson, City Clerk

Doug Reese, Mayor

VOTE: ____ ~~GILBERTSON O'BRIEN~~ ____ SHULDES ____ ~~GARDNER ASMUS~~ ____

FAGERLIE

____ ASK ____ NELSEN ____ BUTTERFIELD ____ DAVIS

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

RESOLUTION NO. 34
RECOMMENDING AMENDMENT TO ORDINANCE NO. 1531
(Correction to 2026 Electric Rates)

WHEREAS, Ordinance No. 1531 established Electric Rates for 2025, 2026 and 2027, including demand charges for Large Power and Industrial Power – Primary and Secondary Service classifications; and

WHEREAS, Willmar Municipal Utilities has identified three (3) discrepancies between the published 2026 electric rates in Ordinance No. 1531 and the Commission-approved rate study; and

WHEREAS, the corrected Electric Rate charges are as follows:

Large Power – Primary Service (Demand Charge):

- Summer: \$17.90/kW
- Non-Summer: \$15.45/kW

Large Power – Secondary Service (Demand Charge):

- Summer: \$18.25/kW
- Non-Summer: \$15.75/kW

Industrial Rate – Primary Service (Demand Charge):

- Summer: \$17.90/kW
- Non-Summer: \$15.45/kW

NOW, THEREFORE, BE IT RESOLVED by the Willmar Municipal Utilities Commission that the Commission recommends the City Council amend Ordinance No. 1531 to reflect the corrected Electric Rates for 2026.

Dated on this 25th Day of August, 2025.

Shawn Mueske
Shawn Mueske (Aug 27, 2025 15:52:00 CDT)

President

Attest:

Dave Baumgart
Dave Baumgart (Aug 28, 2025 07:59:22 CDT)

Secretary

SUMMARY OF ORDINANCE NO. 1531

**CITY OF WILLMAR
KANDIYOHI COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING ELECTRIC RATES AS RECOMMENDED BY THE WILLMAR
MUNICIPAL UTILITIES COMMISSION**

NOTICE IS HEREBY GIVEN that on _____, Ordinance No. 1531 was adopted by the City Council of the City of Willmar, Minnesota.

NOTICE IS FURTHER GIVEN that, because of the lengthy and detailed nature of Ordinance No. 1531, the following summary has been prepared for publication.

NOTICE IS FURTHER GIVEN that the ordinance amends previously adopted electric demand charges for 2026 to correct rates in the Large Power and Industrial Power service categories.

A printed copy of the full ordinance is available for inspection during regular business hours at the City Clerk's Office or upon request.

APPROVED FOR PUBLICATION by the City Council of the City of Willmar, Minnesota, this ____ day of _____, 2025.

CITY OF WILLMAR

By: _____
Doug Reese, Mayor

ATTEST:

By: _____
Vernae Larson, City Clerk



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	10.C.
Agenda Section:	Public Hearing:	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges		

RECOMMENDED ACTION:

Adopt a Resolution Certifying the Amount of Unpaid Weed/Grass Mowing Removal Charges to the County Auditor for Collection in 2026

OVERVIEW:

Pursuant to Willmar Municipal Code, Chapter 9, Article III concerning the cutting of weeds or grass, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the below listed property owners. The Council should consider their objections and take appropriate action.

95-740-1330	Johnathan Adler	416 Trott Ave SE	\$772.04
95-820-1170	Caleb Gross	1016 Ella Ave NW	\$961.08

BUDGETARY/FISCAL ISSUES:

\$1,733.12

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. 2026 Special Assessment Collection for Unpaid Weed/Grass Mowing Resolution

RESOLUTION NO.

A RESOLUTION CERTIFYING UNPAID WEED/GRASS SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 9, Article III of the Willmar Municipal Code states that such unpaid weed or grass mowing costs represent a lien of the real property receiving mowing services; and

WHEREAS, the City Council of the City of Willmar has offered the owner his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid weed / grass mowing charges totaling \$1,733.12 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2026 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

BE IT FURTHER RESOLVED that the unpaid weed or grass charges be certified against the real property as follows:

1. Parcel No. 95-740-1330 \$772.04

Located at 416 Trott Avenue SE; and
Described as Section 14, Township 119, Range 35, Block 9
SPICER'S ADDITION TO WILLMAR
WEST 50 FEET OF EAST 100 FEET OF LOTS 1 & 2 AND OF NORTH
40 FEET OF LOT 3

2. Parcel No. 95-820-1170 \$961.08

Located at 1016 Ella Avenue NW; and
Described as Section 10, Township 119, Range 35, Block 6
THORPE & LIEN'S ADDITION
PART OF LOT 4: BEGINNING 175 FEET WEST OF SOUTHEAST CORNER OF
BLOCK 6, THENCE WEST 95 FEET, NORTH 200 FEET, EAST 95 FEET, SOUTH
200 FEET TO BEGINNING

Dated this 6th day of October, 2025

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	10.D.
Agenda Section:	Public Hearing:	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Special Assessment Hearing for Unpaid Fire Alarm System Charges		

RECOMMENDED ACTION:

Adopt a Resolution Certifying the Amount of Unpaid Fire Alarm System Charges to the County Auditor for Collection in 2026

OVERVIEW:

Pursuant to Willmar Municipal Code, Chapter 8, Article VII concerning the Fire Alarm System, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the property owners listed below. The Council should consider their objections and take appropriate action.

95-009-1400	Islamic Society of Willmar	1112 Lake Avenue NW	\$500.00
95-142-0280	Willmar Leased Hsg Assoc. IV	1401/1405 19th Avenue SE	\$500.00
95-913-1220	Willmar Leased Hsg Assoc. IV	511/515 Lakeland Drive SE	\$500.00
95-909-0160	Willmar Leased Hsg Assoc. IV	420/430 30th Street NW	\$1000.00

BUDGETARY/FISCAL ISSUES:

\$2,500.00

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. 2026 Special Assessment Collection for Unpaid FireAlarm Resolution

RESOLUTION NO.

A RESOLUTION CERTIFYING FALSE FIRE ALARM SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 8, Article VII of the Willmar Municipal Code concerning false alarms resulting in fire response. The cost of such measures shall be assessed by action of the City Council against the property, under such terms and conditions as the City Council may require; and

WHEREAS, the City Council of the City of Willmar has offered the owner his right to request an appearance before the Council to make objections to payment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid false fire alarm charges totaling \$2,500.00 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2026 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

BE IT FURTHER RESOLVED that the unpaid false fire alarm charges be certified against the real property as follows:

1. Parcel No. 95-009-1400 \$500.00

Located at 1112 Lake Avenue NW; and
Described as Section 15, Township 119, Range 35, Block 135
*SECOND ADDITION TO THE CITY OF WILLMAR
ALL OF BLOCK 135*

2. Parcel No. 95-142-0280 \$500.00

Located at 1401/1405 19th Avenue SE; and
Described as Section 23, Township 119, Range 35, Block 2
*DANA HEIGHTS
LOTS 8, 9 & 10 EXCEPT PART PLATTED AS DANA HEIGHTS THIRD ADDITION*

3. Parcel No. 95-913-1220 \$500.00

Located at 511/515 Lakeland Drive SE; and
Described as Section 13, Township 119, Range 35
*THAT PART OF THE SOUTHWEST QUARTER OF NORTHWEST QUARTER
DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF
SOUTHWEST QUARTER NORTHWEST QUARTER OF SAID SECTION 13, THENCE
SOUTH 555 FEET TO POINT OF BEGINNING OF TRACT HEREIN DESCRIBED, THENCE
CONTINUEING SOUTH 325 FEET, THENCE EAST 435 FEET, THENCE NORTH
440 FEET, THENCE WEST 135 FEET, THENCE SOUTH 115 FEET, THENCE WEST
300 FEET TO POINT OF BEGINNING*

4. Parcel No. 95-909-0160 \$1,000.00

Located at 420/430 30th Street NW; and
Described as Section 9, Township 119, Range 35
NORTH 412 FEET OF SOUTH 740 FEET OF GOVERNMENT LOT 3

Dated this 6th day of October, 2025

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	11.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Assignment and Assumption of Lease		

RECOMMENDED ACTION:

To approve the assignment and assumption of lease to Willmar Ball Club, LLC

OVERVIEW:

The Willmar Baseball, LLC has sold the Willmar Stingers to Willmar Ball Club, LLC. New ownership of the Stingers Baseball team will continue to operate under the existing lease agreement in place through August 25, 2029. In accordance with the existing lease agreement, the assignment of the lease requires the express consent of the City, as specified in Section 49 of the lease agreement. The City has drafted an assignment and assumption of lease for consideration by the City Council. Additionally, Northwoods League, Inc. has previously approved the sale of the team to Wilmar Ball Club, LLC.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Assignment and Assumption of Stingers Stadium Lease
2. Northwoods League Inc _ Willmar Baseball LLC

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“**Assignment**”), made and entered into as of _____, 2025, (the “**Effective Date**”), by and between WILLMAR BASEBALL, LLC, a Minnesota limited liability company (“**Assignor**”), and Willmar Ball Club LLC (“**Assignee**”), is made and entered into with the express consent of the City of Willmar, a municipal corporation under the laws of the State of Minnesota (“City”), and with reference to the following:

A. City is the owner of certain real property known as Baker Diamond-Taunton Stadium located in the City of Willmar (the “**Property**”).

B. City, as Owner, and Assignor, together with Northwoods League, Inc., as Lessee, previously entered into that certain Lease Agreement dated August 25, 2019 (the “**Lease**”), attached hereto as **Exhibit A**, and incorporated herein by reference, pursuant to which City leased the Property, as the same is described in the Lease, to Assignor.

C. Assignor, as seller, and Assignee, as buyer, are parties to that certain Purchase Agreement pursuant to which buyer was granted the option to purchase and assume ownership of the Willmar Stingers Baseball Team.

D. Assignor now desires to assign its interest in the Lease to Assignee, which assignment requires the express consent of the City pursuant to Section 49 of the Lease.

E. The City, by and through its Mayor and City Administrator, expressly consents to the of Assignor’s interest in the Lease to the Assignee.

F. Northwoods League, Inc., as a party to the Lease, expressly consents to the Assignment of Assignor’s interest in the Lease to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows as of the date hereof:

1. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in, to and under the Lease, from and after the Effective Date. Assignee hereby accepts such assignment and assumes all obligations of the Assignor under the Lease, from and after the Effective Date. City and Northwoods League, Inc. expressly consent to Assignor’s assignment all its rights, title, and interest in and under the Lease, from and after the Effective Date, to the Assignee.

2. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs, and expenses, including but not limited to reasonable attorneys’ fees, accruing under the Lease, or related to any obligations to be performed under the Lease (a) arising as a result of any obligation of Assignor accruing with respect to the Lease on or prior to the Effective Date and (b) arising as a result of any act or omission of Assignor on or prior to the Effective Date.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment may be executed in any number of counterparts, each of which may be deemed an original but all of which together shall constitute one and the same instrument. The signature pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature pages are attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto.

5. This Assignment shall be governed by and construed in accordance with the laws of the state of Minnesota.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment pursuant to all requisite authorizations as of the date first above written.

ASSIGNOR:

WILLMAR BASEBALL, LLC
A Minnesota limited liability company

Date: _____

By: _____

Name: _____

Title: _____

ASSIGNEE:

WILLMAR BALL CLUB, LLC
A Minnesota limited liability company

Date: _____

By: _____

Name: _____

Title: _____

CONSENTED TO BY:

CITY:

THE CITY OF WILLMAR

A municipal corporation under the laws of the State
of Minnesota

Date: _____

By: _____

Name: Douglas E. Reese

Title: Mayor

Date: _____

By: _____

Name: Leslie Valiant

Title: City Administrator

CONSENTED TO BY:

NORTHWOODS LEAGUE, INC.

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
2019-2029 Property Lease

[Attach 2019-2029 Property Lease]

LEASE AGREEMENT

City of Willmar, Minnesota, a Minnesota Municipal Corporation
(hereinafter referred to as "Owner")

-and-

Willmar Baseball, LLC (hereinafter referred to as the "Lessee")
and Northwoods League, Inc. (hereinafter referred to as "NWL") which operates a summer collegiate
baseball league known as the Northwoods League (hereinafter referred to as the "League")

The parties agree as follows:

1. Subject to the terms and conditions set forth in this lease agreement ("Agreement"), Owner leases to Lessee the premises known as Baker Diamond-Taunton Stadium (hereinafter referred to as the "Facility") and all portions thereof, including but not limited to space for a concessions area (hereinafter referred to as the "Concessions Stand"), an office trailer and open storage under grand stands (hereinafter referred to collectively as the "Office and Storage Areas") during the times referenced during the term of this Agreement, for the purpose of Lessee's participation in the League and playing League games at the Facility.

Term

2. The term of this Agreement shall begin on August 25, 2019 and expire on August 25, 2029, unless earlier terminated herein.

Renewal

3. Should Lessee desire to renew this Agreement, Owner agrees to negotiate in good faith with the Lessee for such a renewal or extension of this Agreement between August 25-November 30, 2029, in order that any such renewal or extension may be finally agreed to and executed by the parties in writing prior to December 31, 2029.

Rent

4. The rent payable by the Lessee to Owner for the Facility shall be as follows:
 - (a) Games Played Monday through Friday: \$450 per game in 2020. The rental amount shall increase each subsequent year by \$10 per game.
 - (b) Games Played on Saturday or Sunday: \$350 per game in 2020. The weekend games rental amounts shall increase each subsequent year by \$10 per game.
5. A 40-game schedule, including 36 League regular season and 4 League playoff games will be reserved for the Lessee, in addition if the facility is available the Lessee may schedule up to 3 exhibition games at the lease rate.

6. Payment shall be made on the 5th day of the subsequent month. Lessee agrees to pay interest at a rate of 1.5 percent per month (18 percent per annum) (not to exceed the maximum amount allowed by law), on all past due balances due to the City. Lessee agrees to pay any collection costs, including but not limited to court costs, collection fees and attorneys' fees.
7. The rent for a League All Star Game and a League All Star Game Home Run Derby Contest shall be at the same rate as regular season games, each payable on or before August 1.

Use of Field

8. The Lessee shall have the exclusive right to use the Facility for the purpose of playing summer collegiate league baseball games or other events on the dates and times so designated herein.
9. The Lessee shall have the right to use the Facility for purposes of conducting four (4) non-baseball related special events, programs, or special effects (hereinafter referred to collectively as the "Special Events") per year during the term of this Agreement at no additional rental costs. Such Special Events shall require prior approval by the Parks and Recreation Director to ensure they are not in conflict with any other Parks and Recreation activities, games or tournaments. In the event the Special Events require Owner's staff to provide assistance above their normal daily duties or outside their normal working hours, the Owner may charge Lessee a reasonable fee to cover such assistance. The Lessee may be granted permission to use the Facility for purposes of conducting additional Special Events beyond the initial four Special Events on a case-by-case basis at the reasonable discretion of the Parks and Recreation Director.
10. Use of the Facility by Lessee for League play shall be no more than 36 regular season games and 4 playoff games unless agreed otherwise in writing by the parties. The Lessee may also use the facility for a League All Star Game and Home Run Derby, which shall not be included in the forty (40) regular season and playoff games. Three exhibition games presented by Lessee shall also be permitted if the Facility is available, subject to the reasonable approval of Owner. Owner will submit to the Lessee and League 60 potential game dates for play at the Facility by October 1 of each year of this Agreement for League scheduling purposes. NWL shall thereafter submit to Owner its final schedule for regular season games to take place at the Facility for the upcoming season on or before [January 31] of any year of this Agreement, and thereafter changes to the regular season schedule shall require Owner's approval, which must not unreasonably be withheld. In the event

Lessee is required by the League or NWL to play more than 36 home games in a season, the Owner and Lessee agree to amend this Agreement accordingly.

11. The Lessee shall have access to, and have full responsibility for, the Facility for infield and batting practice three and one-half hours prior to game time and have use of the facility for at least 1 hour following the conclusion of games. The Lessee shall have full responsibility for Facility preparation, including field and restrooms, for all Saturday and Sunday games.
12. The Owner reserves the right to determine the playability of the field. Decisions on usage will be made in a timely manner with consultation of NWL and Lessee on the playability of the field but the final determination will be by the Owner. To the greatest extent possible, the Owner shall not make a final determination of the playability of the field before 4 p.m. on game days.
 - (a) The Owner will ready the Facility for use during adverse weather days. Once the game has begun any use of products (Diamond Dry) to keep the field playable will be billed to the Lessee at a rate of \$13 per bag of product.
 - (b) Owner shall have full rights to use the Facility at times other than those designated for exclusive Lessee use pursuant to Paragraph 8.

Maintenance

13. During the term of this Agreement, Owner or its contract designee shall be responsible to maintain the Facility in good repair and condition. Maintenance shall include, but not be limited to, the following:
 - (a) Marking and maintenance of field for Lessee games. Owner will provide maintenance of the field prior to 4:30 p.m. on game nights (or two and one-half hours prior to game time if not a 7:00 p.m. start), and its employees or designee will be responsible for the marking of fields for games occurring Monday through Friday. The Lessee shall be responsible for providing the marking of fields for games on Saturdays and Sundays.
 - (b) Owner shall have sole discretion and authority to reasonably determine the adequacy of playable conditions of the field prior to the start of any League game.
 - (c) Cleaning of restrooms. The Owner shall be responsible for cleaning the restrooms Monday through Friday. The Lessee shall be responsible for cleaning the restrooms located at the Facility after each League game held on Fridays and Saturdays at the Facility. When responsible for bathroom cleaning, Lessee must complete its cleaning responsibilities by 12:00 p.m. the day following the League home game. In the event the Facility will be used earlier than 12:00 p.m. the day following a League home game, the Owner shall inform the Lessee of such event so Lessee may complete its cleaning responsibilities prior to the event starting.

- (d) Cleaning of bleachers and grounds. The Lessee will be responsible for cleaning the bleachers and the grounds located at the Facility at the conclusion of every League home game. Cleaning of the bleachers and grounds includes blowing the debris out of the bleachers and picking up and throwing away all trash not located in trash receptacles. The Lessee must complete its cleaning responsibilities by 12:00 p.m. the day following each League home game. In the event the Facility will be used earlier than 12:00 p.m. the day following a home game, the Owner shall inform the Lessee of such event so Lessee may complete its cleaning responsibilities prior to the event starting.
 - (e) Garbage pickup will be completed by the Owner in a timely manner not to exceed one week. If additional trash receptacles are needed, they are the responsibility of the Lessee. Containers located at other facilities shall not be relocated.
14. The Lessee will be responsible for paying the Owner the cost of staffing when the following maintenance events occur:
- (a) In the event the Owner is required to provide field maintenance after 3:30 p.m. Monday through Friday in connection with a League game.
 - (b) In the event the Owner is required to provide field maintenance at any time on Saturdays or Sundays in connection with a League game.
15. The parties recognize that circumstances may infrequently arise when the field at the Facility is wet or otherwise requires enhanced preparation and maintenance to be playable and the Lessee is unable to postpone or reschedule a League game. Owner shall ensure that staff will be available to provide such enhanced preparation and maintenance of the Facility for use in such a League game that cannot be postponed or rescheduled when these circumstances exist. If the staff provided by Owner provides Facility preparation or maintenance services after 3:30 p.m. Monday through Friday, or anytime on a Saturday or Sunday, the Lessee shall be responsible for paying the Owner the actual cost incurred by Owner in providing such staffing.
16. Owner shall be responsible to maintain the mechanical and structural portions of the Facility, including capital repair or replacement, repairs to or replacement of electrical equipment, structural repairs to the walls, ceilings, bleachers, major painting, major renovation or replacement of the Facility structure or roof systems.
17. Any Lessee furnishings shall be maintained by the Lessee.

Improvements and Renovations

18. Improvements or renovations to the Facility desired by the Lessee must be approved in advance in writing by Owner and shall be at the Lessee's expense unless Owner specifically agrees to assume the same. All such improvements (except personal property, business and trade fixtures, equipment and furniture covered by Paragraph 39) shall

become the property of Owner. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Willmar City Code. Lessee agrees that not less than thirty days prior to commencement of any construction, Lessee will provide Owner with sufficient proof of required insurance, including worker's compensation coverage. Such proof of insurance must be approved by Owner before Lessee may commence construction of any approved project.

Damage or Destruction of Facility

19. If the Facility shall be damaged by fire or other casualty covered by Owner's insurance, the damage to the Facility shall be repaired by Owner with reasonable diligence at its expense except that repairs to alterations, additions or improvements made by the Lessee shall be performed by Owner, or others acceptable to Owner, at the expense of the Lessee, and the Lessee shall, at its own expense, make all repairs and replacements of property that belongs to the Lessee.

Facility Rendered Untenable

20. Requirements:

- (a) If the Facility is rendered untenable by fire or other casualty, the term of this Agreement shall immediately terminate and the Lessee shall vacate the Facility and surrender all rights to usage of the same to Owner.
- (b) Upon termination of this Agreement under the provisions of this clause, the Lessee's liability for rent shall cease as of the day following the casualty, however, Lessee shall be responsible for and pay Owner for League games played prior to the termination date.
- (c) Owner shall not be liable for any damage or loss, including any economic loss suffered by the Lessee, as a result of temporary closure of the Facility, permanent closure of the Facility pursuant to this clause, or for closure for any other reason whatsoever.

Insurance

21. Required Insurance.

- (a) The Lessee shall maintain at Lessee's expense and keep in force during the term of this Agreement, the following insurance coverages in at least the listed minimum amounts:
 - i. Worker's Compensation coverage in statutorily required amounts.
 - ii. Employers Liability coverage in limits of One Hundred Thousand Dollars (\$100,000.00) each accident, \$100,000 Disease per each employee, \$500,000 Disease per policy limit.
 - iii. Comprehensive General Liability coverage in limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for personal bodily injury and death, and limits of Two Million Dollars (\$2,000,000.00) for leased premises damages

liability or Lessee shall maintain commercial general liability (CGL), and if necessary commercial umbrella insurance, with a combined limit of not less than Two Million Dollars (\$2,000,000.00) each occurrence. Such liability insurance shall additionally cover:

1. The CGL insurance shall cover public liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually assumed liability.
 2. Independent contractors—protective contingent liability.
 3. Personal injury.
 4. Owned, non-owned, and hired vehicle coverage on all vehicles operating on premises known as Baker Diamond-Taunton Stadium.
 5. Contractual liability covering the indemnity obligations set forth herein.
 6. Dram Shop liability, if applicable under Paragraph 31.
- (b) All policies listed above shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per occurrence” basis.
- (c) With the exception of the Worker’s Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by the Lessee under this Agreement and shall name Owner and NWL as an additional insured under the policy.
- (d) All policies listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without thirty (30) days prior written notice to Owner and NWL (or such shorter period required by law, if any).

Indemnification

22. The Lessee agrees that it shall indemnify and hold harmless Owner, its employees or agents against all expenses, liability, losses, damages, costs, claims, judgments or proceedings of any kind whatsoever that may arise against Owner, its employees or agents resulting from or arising out of the use of the Facility by the Lessee, or any activities of the Lessee, its subcontractors, agents, guests, patrons, sub lessees or licensees or employees under this Agreement. Any damage to premises caused by the Lessee or its employees, agents, guests, patrons, subleases, shall be paid by the Lessee.

Willmar Not Liable for Injury to Lessee or NWL

23. Owner shall not be responsible for any injury to persons or damage to property of the Lessee, NWL, or their agents, employees, customers or invitees as to any of their property

while in the Facility, regardless of the cause of such injury or damage unless such injury or damage arises from the negligence or omission of Owner.

Taxes

24. In addition to the rent above stated, the Lessee shall be responsible for the payment of all sales and use taxes, which may be applicable to its use and operation of the Facility.

Utilities

25. Utilities (water, sewer, electric and weekly trash pick-up) charges shall be the responsibility of Owner. Any business telephone installation costs and use shall be the responsibility of the Lessee.

Concession Stand Operations

26. Except as otherwise provided in this Section, during the term of this Agreement the Lessee shall have the exclusive right to operate the Concessions Stand at the Facility, whether (i) on its own behalf during its exclusive use of the Facility for the League games or (ii) during any other events held at the Facility, pursuant to a contract with the organization responsible for the event, which contract may provide for Lessee's personnel or an outside vendor or sponsor under Lessee's direction and control to staff the Concession Stand (hereinafter, Lessee, outside vendor or sponsor, as applicable, referred to as the "Concessions Stand Operator"), and which may include a requirement that Lessee pay a fee to the organization responsible for the event or provide for the sharing of profits generated from the operation of the Concessions Stand between Lessee and the organization responsible for the event. [For avoidance of doubt, no third party may operate the Concessions Stand at the Facility whatsoever during the term of this Agreement unless expressly agreed in writing by Lessee.] Concessions Stand Operator shall operate concessions one-half hour prior to game time through the completion of each scheduled game. The Lessee shall be granted exclusive use of the Concessions Stand and storage area including the use of the commercial refrigerator, three compartment sink with hot water, cleaning closet and all counters and storage space, throughout the entire term of this Agreement—not just during the times of the Lessee's exclusive use of the Facility for League games. Storage area does not include the restrooms attached to the concession stand.
27. Concessions Stand Operator will be allowed full control of menu and pricing. Concessions Stand Operator will apply for and maintain the necessary City of Willmar, Kandiyohi County and the State of Minnesota Licenses needed to conduct food and beverage sales. Concessions Stand Operator will be responsible for any damages to the Concessions Stand

above and beyond normal wear and tear, and shall clean the Concessions Stand in accordance to accepted health practices.

28. Concessions Stand Operator shall control all revenues and expenditures with accepted cash practices including removal of money daily from the Concessions Stand so as not to encourage theft or vandalism activities.
29. In exchange for the maintenance provided pursuant to Paragraph 13 of this Agreement, the Lessee shall be granted the right to use the Concessions Stand for no additional rental fees.
30. For any liquor sales conducted on the premises, the Lessee shall obtain the necessary liquor license. The Lessee shall not allow the consumption of any alcoholic beverages in the Facility, except in accordance with such liquor license and subject to all conditions thereof and applicable Willmar ordinances. Tobacco products may not be advertised, sold or used at the Facility.
31. The Lessee agrees that it will, at all times when it is engaged in liquor sales on the premises, maintain in full force and effect a "dram shop" insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor license, written by a company licensed to do business in the State of Minnesota, and shall name the City an additional insured on the policy.
32. Liquor advertisement within the Facility only may be displayed during League games and shall be removed at the conclusion of the game. The Lessee will be responsible for securing all liquor containers immediately at the conclusion of a game and prior to Facility use by any other baseball program.
33. Any required equipment installation to the Concessions Stand will be made at Lessee expense and must meet all applicable State/County Health Department requirements, but shall be the property of the Owner.
34. For non-League events at the Facility conducted by Ridgewater College, Willmar High School, the Minnesota State High School League, American Legion, VFW or Willmar Rail games, or any other organization who may be granted use of the Facility, the organization responsible for the event may, as an alternative to contracting with Lessee for the operation of the Concessions Stand during such event, locate temporary concessions facilities on the Facility's premises and conduct concessions sales on its own behalf, subject to all of the requirements in this Section that would be applicable to Lessee if Lessee were operating the Concessions Stand for such event. Should the organization responsible for the event choose this option for any such event, Lessee shall not operate the Concessions Stand during such event.

Office Space and Storage

35. In exchange for the maintenance provided pursuant to Paragraph 13 of this Agreement, the Lessee shall be granted the right to use the Office and Storage Areas for no additional rental fees.

Advertising Signage

36. The Lessee shall be granted the exclusive right to sell and install advertisement signs on the fences, railings and foul poles of Baker Field /Taunton Stadium. Any other signage proposed to be located on other parts of the Facility shall require prior approval by Owner and such approval shall not be unreasonably withheld.
- (a) In exchange for the maintenance provided pursuant to Paragraph 13 of this Agreement, the Lessee shall be granted advertising rights pursuant to Paragraphs 32 and 36 for no additional advertising fees.
 - (b) The Lessee is responsible for the installation, maintenance, and removal of the signs.
 - (c) Any modifications made to the fence for support of advertisement signs must be approved by Owner and will be at the Lessee's expense.
 - (d) At termination of this Agreement, the Lessee shall remove all such sign installations and return the site and area to its prior status or secure Owner's consent to leave the signs in place. Any repair or removal of advertising not completed at termination of this Agreement conducted by Owner or its' agents shall be reimbursed by the Lessee.
 - (e) The parties agree that Owner, in permitting Lessee to sell and install advertising signs at the Facility, is not creating a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of Owner's objectives of minimizing chances of abuse, appearance of favoritism, and risk of imposing on a captive audience, Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Facility or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

Scoreboard and Sound System

37. Owner shall provide the existing scoreboard and sound system at the Facility for use by the Lessee. Any modifications to or improvement of the sound system shall be at the Lessee's expense, and all modifications or improvements must remain in the Facility at the termination of this Agreement and shall become the property of Owner at no cost, with the exception of the "Instant Replay" sound effects system, which remains at all times the property the Lessee.

Entry upon Event of Default

38. If the rent is not paid when due, or in case of breach or non-observance of or non-performance by the Lessee of any of the provisions of this Agreement (hereinafter an "Event of Default"), and if the Event of Default continues for 10 days after written notice thereof to the Lessee and NWL, and if NWL does not proceed with its right to assume the Lessee's rights and responsibilities under this Agreement pursuant to Paragraph 45 of this Agreement, then, in every such case, Owner in addition to any other remedy it has at equity, this contract or by law may, at its option, cancel this Agreement and re-enter and take possession of the Facility or any part thereof by force if necessary without any previous notice of intention to re-enter and may remove all persons and property therefrom, and may use such force and assistance in making such removal as Owner may deem advisable and such re-entry shall not operate as a waiver of satisfaction in whole or in part of any right, claim or demand arising out of or connected with any breach or violation by the Lessee of any covenant or agreement on its part to be performed.

Removal of Lessee's Property

39. All articles of personal property and all business and trade fixtures, equipment and furniture owned by the Lessee or installed by the Lessee in the Facility at the Lessee's expense shall remain the property of the Lessee except as provided in Paragraph 37, and may be removed by the Lessee at any time during the term of this Agreement, provided that the Lessee, at its own expense, shall repair any damage to the Facility caused by such removal or by the original installation and provided that there shall be no unpaid rent due Owner from the Lessee.

No Representation

40. The Lessee agrees that it has leased the Facility after examining the same and that no representations, warranties or conditions have been made other than those expressed herein, and that no agreement collateral hereto shall be binding upon Owner unless it be made in writing and signed on behalf of Owner.

Security

41. The Lessee shall be responsible for the security and control of, ingress and egress to the Facility during and at the conclusion of all League games and other Lessee events at the Facility during the term of this Agreement.

Right of Entry to Make Repairs

42. The Lessee agrees that Owner shall have the right to enter the Facility at all reasonable times to examine the same and make such repairs, alterations, improvements or additions as Owner may deem necessary or desirable or as Owner may be required to make by law or in order to repair and maintain the Facility. Owner will exercise reasonable diligence

so as to minimize the disturbance or interruption of the Lessee's operations. Renovation or repair shall be scheduled to minimize conflict with the Northwoods League game schedule.

American Legion, VFW, Willmar Baseball Association Baseball Preserved

43. The parties recognize, understand and agree that the Willmar American Legion Post, the Willmar VFW Post, and the Willmar Baseball Association have for many years maintained youth baseball teams and amateur baseball teams and will continue to maintain such teams. Subject to the terms and conditions set forth herein, the parties understand and agree that this baseball contract is not an exclusive contract, but coexists with the right of Owner to permit the utilization of Baker Field/Taunton Stadium as a baseball park for the Willmar American Legion Post, the Willmar VFW team, and the Willmar Baseball Association teams in accordance with their needs and requirements. Subject to the procedures set forth in Paragraph 10, the Lessee agrees that it will work with the other teams to arrive at a reasonable schedule, which shall be reduced to writing. Under the schedule, the American Legion Post, the VFW teams, and the Willmar Baseball Association teams will have the right to the utilization and use of Baker Field/Taunton Stadium. In the event of any rescheduling conflict due to postponements, cancellations or rainouts of League games, rescheduled games must be agreed to by Owner.

Facility Close Down

44. The Lessee agrees that Owner shall have the right to terminate the Facility power supply after September 15 of each lease year. Lessee shall remove its personal property by said date and shall acknowledge that the care and custody of concession items stored at Facility shall be the sole responsibility of Lessee, holding the Owner harmless from any loss of personal property that may benefit by said power supply.

NWL's Option to Cure Events of Default

45. Upon Lessee's failure to cure an Event of Default pursuant to Paragraph 38, the Owner shall provide NWL with a Notice of Lessee's Failure to Cure an Event of Default. Upon receiving the Notice of Lessee's Failure to Cure an Event of Default, NWL shall have the right at its option to cure or remedy, or commence good faith efforts to cure or remedy, such Event of Default and assume Lessee's rights and obligations under this Agreement within ten days of its receipt of such notice. In such event, NWL shall become entitled to the benefit of each right conferred upon the Lessee herein and shall be subject to each of the restrictions and all of the obligations of the Lessee set forth in this Agreement.

General Terms and Conditions

46. Voluntary and Knowing Action. By executing this Agreement, the parties state that they have carefully read this Agreement and understand fully the contents thereof; that in

executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

47. Authorized Signatories. The parties to this Agreement each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
48. No Waiver. The failure of Owner to insist upon strict performance of any covenant or condition in this Agreement or to exercise any right or option hereunder shall not be construed to or operate as a waiver or relinquishment of the future right to enforce any such covenant, condition or option and no waiver shall be inferred from or implied by anything done or omitted by Owner save only an express waiver in writing. The acceptance of any rent or the performance of any obligation hereunder by a person other than the Lessee or NWL shall not be construed as an admission or acceptance by Owner of any right, title or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of Owner.
49. Assignment. This Agreement may not be assigned, transferred or conveyed without the express consent of Owner.
50. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Lessee and Owner.
51. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Lessee agrees that Owner, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Owner and involve transactions relating to this Agreement. The Lessee agrees to maintain these records for a period of six years from the date of termination of this Agreement.
52. Data Practices. The parties to this Agreement acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
53. Compliance with Laws. The Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining

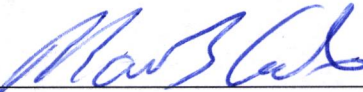
to this Agreement or to the facilities, programs and staff for which the Lessee is responsible.

54. Non-Discrimination. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
55. Interest by City Officials. No elected official, officer, or employee of Owner shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
56. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
57. Entire Agreement. These terms and conditions constitute the entire Agreement between the parties hereto regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
58. Minnesota Law Governs. The laws of the State of Minnesota shall apply and bind the parties in any and all questions pertaining to the Agreement.
59. Terms Binding on Successors and Assigns. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of NWL, Lessee and Owner.

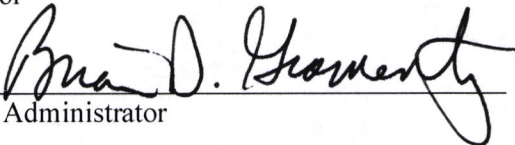
[Signature Page to follow]

Signed by Owner this _____ day of _____, 20____.

The City of Willmar

By 

Mayor

By 

City Administrator

Signed by the Lessee this 16th day of July, 2019.

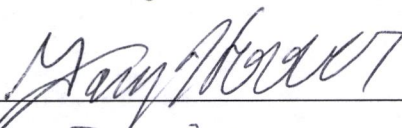
Willmar Baseball, LLC

By 

It's PRESIDENT

Signed by NWL this 16th day of July, 2019.

Northwoods League, Inc.

By 

It's PRESIDENT



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	11.B.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Chris Frank, City Planner
Ordinance:	No	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Briefing on Annexation of Land Owned by Vaxxinova from Willmar Township		

RECOMMENDED ACTION:

No Action Required at this time.

OVERVIEW:

Vaxxinova has submitted an annexation petition to the City for Willmar Township Parcel #33-007-0020. The project has previously been presented to Willmar Township for initial briefing. The draft of the Orderly Annexation Agreement between the City and Township will be returned to the Township Board for review. This packet includes the initial draft of the Orderly Annexation Agreement for the City Council's ongoing consideration. Once finalized, the agreement will be brought back to the City and Township for adoption through joint resolutions. Upon approval and execution, the agreement will be filed with the Court of Municipal Boundary Adjustments, and finalized by court order.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Annexation Petition Vaxxinova US
2. Vaxxinova land to be Annexed (1)
3. Vaxxinova land to be Annexed (2)
4. Vaxxinova land to be Annexed (3)
5. Willmar OA Agreement - prop owner petition - Vaxxinova

**PROPERTY OWNER PETITION TO MUNICIPALITY
FOR ANNEXATION BY ORDINANCE - 120 Acres or Less**

IN THE MATTER OF THE PETITION OF CERTAIN PERSONS FOR THE
ANNEXATION OF CERTAIN LAND TO THE CITY OF WILLMAR, MINNESOTA
PURSUANT TO MINNESOTA STATUTES § 414.033, SUBD. 2(3)

TO: Council of the City of Wilmar, Minnesota

PETITIONER(S) STATE: All of the property owners in number are required to commence a proceeding under Minnesota Statutes § 414.033, Subd. 2(3).

It is hereby requested by the **sole property owner** of the area proposed for annexation to annex certain property described herein lying in the Township of Willmar to the City of Willmar, County of Kandiyohi, Minnesota.

The area proposed for annexation is described as follows:

See Exhibit I

1. There is ONE property owners in the area proposed for annexation.
2. The land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available.

Except as provided for by an orderly annexation agreement, this clause may not be used to annex any property contiguous to any property previously annexed under this clause within the preceding 12 months if the property is owned by the same owners and annexation would cumulatively exceed 120 acres.

3. Said property is unincorporated, abuts on the city's **WEST** boundary(ies), and is not included within any other municipality.
4. The area of land proposed for annexation, in acres, is approximately 6.6 acres.
5. The reason for the requested annexation is expansion of industrial facility owned and operated by Vaxxinova US, Inc. F/K/A EpiTopix, LLC, including but not limited to, expansion of the current facility and future construction of additional buildings/facilities, accessory buildings, and parking lot(s).

PETITIONERS REQUEST: That pursuant to Minnesota Statutes § 414.033, the property described herein be annexed to and included within the City of Willmar, Minnesota.

Dated: April 25, 2024

VAXXINOVA US, INC.



By: Brian Harberts

Its: Managing Director



By: Jared Smith

Its: Finance Director

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 2b, before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), a municipality must hold a public hearing and give 30 days' written notice by certified mail to the town or towns affected by the proposed ordinance and to all landowners within and contiguous to the area to be annexed.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 11, when a municipality declares land annexed to the municipality under subdivision 2, clause (3), and the land is within a designated floodplain, as provided by section 103F.111, subdivision 4, or a shoreland area, as provided by section 103F.205, subdivision 4, the municipality shall adopt or amend its land use controls to conform to chapter 103F, and any new development of the annexed land shall be subject to chapter 103F.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd. 12, when a municipality annexes land under subdivision 2, clause (2), (3) or (4), property taxes payable on the annexed land shall continue to be paid to the affected town or towns for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a levy year, the municipality may levy on the annexed area beginning with that same levy year. If the annexation becomes effective after August 1 of a levy year, the town may continue to levy on the annexed area for that levy year, and the municipality may not levy on the annexed area until the following levy year.

NOTE: Pursuant to Minnesota Statutes § 414.033, Subd 13, at least 30 days before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), the petitioner must be notified by the municipality that the cost of electric utility service to the petitioner may change if the land is annexed to the municipality. The notice must include an estimate of the cost impact of any change in electric utility services, including rate changes and assessments, resulting from the annexation.

Municipal Boundary Adjustment Unit Contacts

Star Holman star.holman@state.mn.us 651-361-7909

33-007-0035
STATE OF MINNESOTA - D.O.T.

KALLEVIG DAN

45th St NW

33-007-1010
BNSF RAILWAY COMPANY

VENOSD

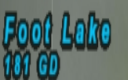
EPITOPIX, LLC

33-007-0020

EPITOPIX, LLC
33-007-0120

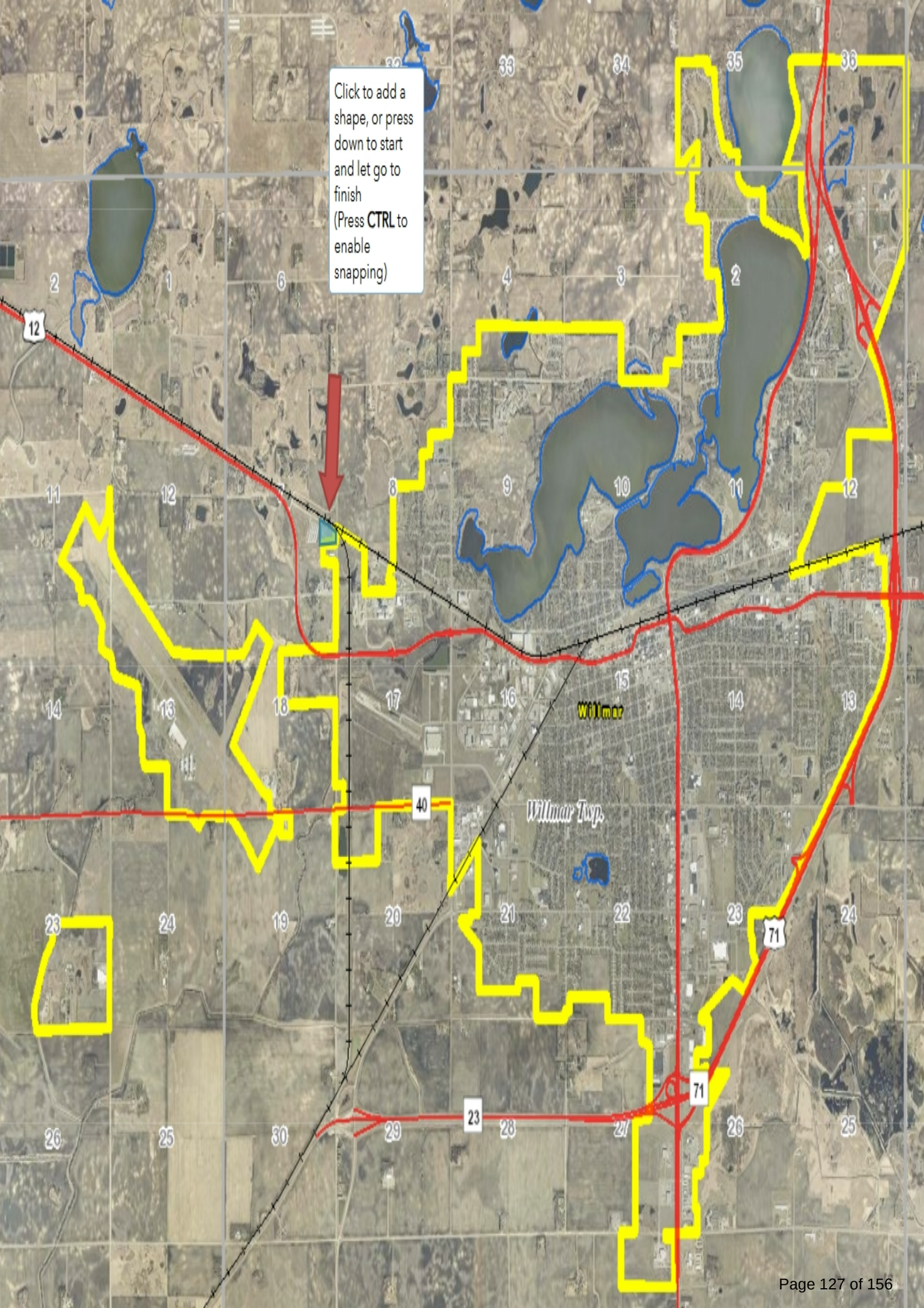
EPITOPIX, LLC

96-907-1010



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STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

IN THE MATTER OF THE JOINT RESOLUTION
OF THE CITY OF WILLMAR AND WILLMAR
TOWNSHIP DESIGNATING CERTAIN AREAS
AS IN NEED OF ORDERLY ANNEXATION
PURSUANT TO MINNESOTA STATUTES § 414.0325

**JOINT RESOLUTION FOR
ORDERLY ANNEXATION**

WHEREAS, 100 percent of property owners with property located within the Township of Willmar (“Township”) and legally described in Exhibit A, which is attached hereto and incorporated herein by reference (referred to hereinafter as the “Subject Area”), petitioned the City of Willmar (“City”) seeking annexation of that property to the City; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the Subject Area legally described in Exhibit A; and

WHEREAS, for ease of reference, the Subject Area proposed for annexation in accordance with this Joint Resolution and legally described in Exhibit A is shown on the map attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City and Township agree that orderly annexation of the Subject Area is in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the City and Township agree that the Subject Area legally described in Exhibit A is in need of immediate orderly annexation; and

WHEREAS, the City and Township desire to accomplish the immediate orderly annexation of the Subject Area without the need for any further hearing before the Office of Administrative Hearings.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Supervisors of Willmar Township and the City Council of the City of Willmar, as follows:

1. Designation of Orderly Annexation Area – City of Willmar and Willmar Township. The Township and the City hereby designate the Subject Area legally described in Exhibit A, which is attached hereto and incorporated herein by reference, for immediate orderly annexation pursuant to Minnesota Statutes, Section 414.0325.
2. Acreage. The Township and City agree that the above-mentioned Subject Area legally described in Exhibit A and designated as in need of immediate orderly annexation is approximately _____ acres.

3. Population. The Township and City agree that the population of the Subject Area legally described in Exhibit A and designated as in need of immediate orderly annexation herein is zero.
4. Map of Area. A boundary map showing the Subject Area legally described in Exhibit A is attached hereto as Exhibit B and is incorporated herein by reference.
5. No Hearing Required. Pursuant to Minnesota Statutes, Section 414.0325, the Township and City agree that no alteration of the boundaries stated herein is appropriate, that all conditions for annexation of the Subject Area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the Office of Administrative Hearings is necessary. Upon the execution and filing of this Joint Resolution, the Office of Administrative Hearings may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the Subject Area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
6. Tax Reimbursement. The City and Township agree that upon annexation of the Subject Area legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the property so annexed in accordance with the following:
 - a. In the year when the City could first levy on the annexed area, the City shall make a cash payment to the Township in an amount equal to five (5) times the property taxes distributed to the Township in regard to the annexed area in the last year that property taxes from the annexed area were payable to the Township.
 - b. Thereafter, the City will no longer reimburse the Township. The City shall make payment as contemplated herein no later than December 31 of the first year following the year when the City could first levy on the annexed area.
7. Notice of Intent. This Joint Resolution is not subject to the notice and publication requirements of Minn. Stat. § 414.0325, subd. 1b since this Joint Resolution designates the Subject Areas for immediate annexation and all of the property owners of the Subject Areas have petitioned the City to be annexed.
8. Termination. This Joint Resolution shall remain in full force and effect until completion of tax reimbursement to the Township in accordance with paragraph 6 of this Joint Resolution.
9. Governing Law. The Township and City agree that this Joint Resolution is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota.
10. Headings and Captions. The Township and City agree that the headings and captions contained in this Joint Resolution are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.
11. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior

agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.

12. Legal Description and Mapping. The Township and City agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the Office of Administrative Hearings, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the Office of Administrative Hearings as necessary to make effective the annexation of said Subject Area in accordance with the terms of this Joint Resolution.
13. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to the City:

Leslie Valiant
City Administrator
Willmar City Hall
333 6th St SW
Willmar, MN 56201

If to the Township:

Krista Krupa
Township Clerk
Willmar Township
5812 7th Ave NW
Willmar, MN 56201

14. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.
15. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Office of Administrative Hearings Municipal Boundary Adjustments Office and pay the required filing fee.

[Signature page to follow]

Passed, adopted, and approved by the Town Board of Supervisors of Willmar Township, Kandiyohi County, Minnesota, this ____ day of _____, 202__.

WILLMAR TOWNSHIP

By: _____
Mike Brouwer, Chairman

ATTEST:

Krista Krupa, Town Clerk

Passed, adopted, and approved by the City Council of the City of Willmar, Kandiyohi County, Minnesota, this ____ day of _____, 20__.

CITY OF WILLMAR

By: _____
Douglas Reese, Mayor

ATTEST:

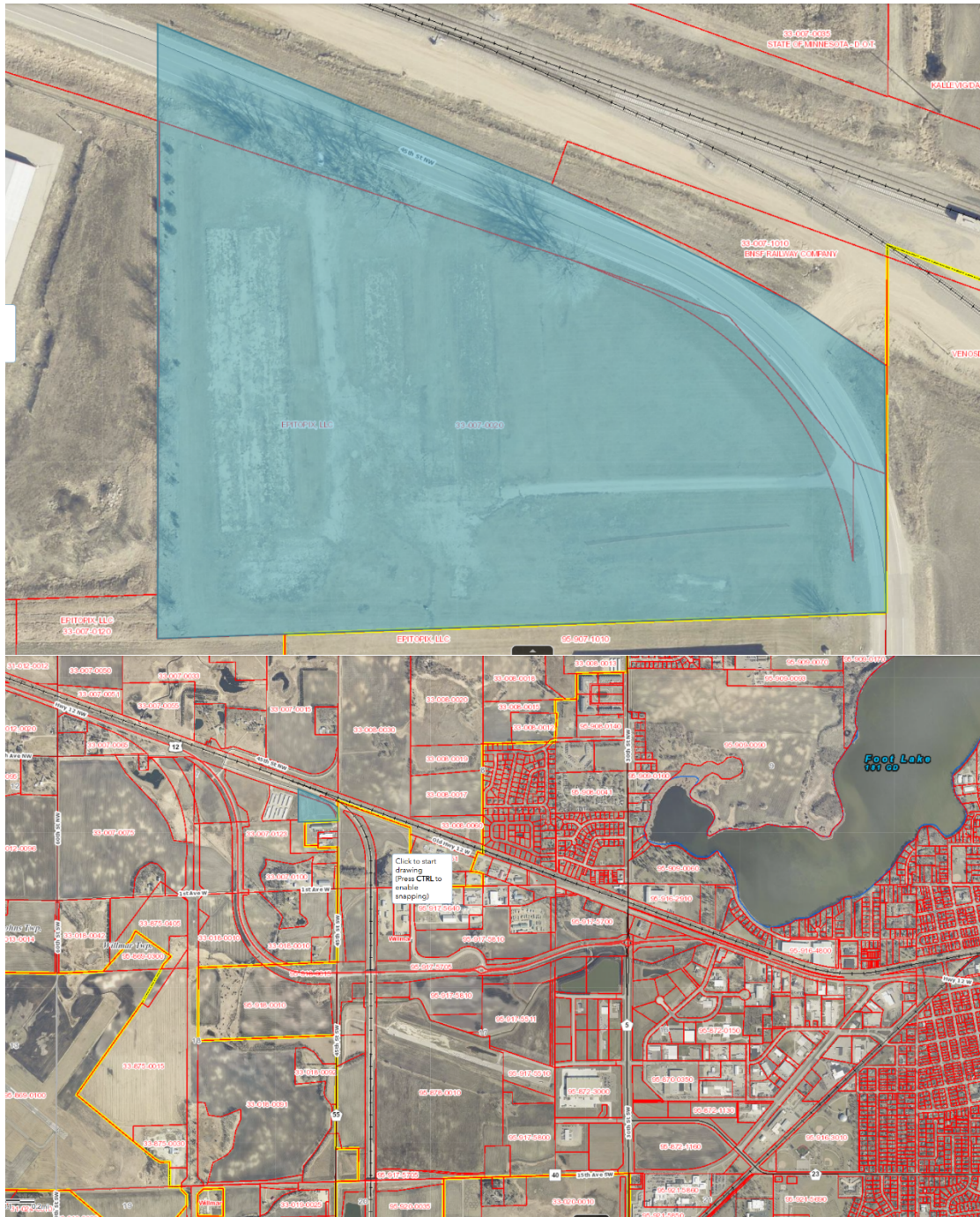
By: _____
Leslie Valiant, City Administrator

EXHIBIT A
Legal Description of Subject Area

The Subject Area A to be annexed in the attached Joint Resolution is legally described as follows:

EXHIBIT B **Boundary Map**

The following is a municipal boundary map as referenced in the attached Joint Resolution, showing the current City of Willmar (boundary shown in yellow) and its relation to the Subject Area to be annexed (parcel boundary shown in green), which are legally described in Exhibit A:





City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	11.C.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Special Assessments Against Lands Outside the City Limits		

RECOMMENDED ACTION:

Motion to approve a resolution delaying the special assessments for Parcel No. 33-008-0012 until such time as the benefited property is annexed into the City Limits.

OVERVIEW:

3280 7th Avenue NW, as part of Project 2503-B, is a benefited property that lies outside the City limits of the City of Willmar. Per MN Stat 492.052, the assessment is not collectible because the benefited property lies outside the city limits. It is recommended that the special assessment for this property be delayed until such time as the benefited property is annexed into the City Limits. This potential assessment to be levied against the property needs to be filed at the County Recorder's Office to make the public aware of the pending assessment, should the property be annexed.

429.052 STREET OR ROAD IMPROVEMENTS OUTSIDE MUNICIPAL BOUNDARIES. A municipality may construct street or road improvements outside its jurisdiction with the consent of the affected township, or if the property is located in unorganized territory, the county. When property is brought within the corporate limits of the municipality, the municipality may subsequently reimburse itself for all or any portion of the cost of the improvement for which municipal funds have been expended, by levying an assessment upon any property abutting on, but not previously assessed for, the improvement. No assessment may be so levied unless the property to be assessed was given notice and hearing of the improvements under section 429.031 at the time the improvement was ordered, and subsequently in accordance with the notice, hearing, and appeal rights, provided for under sections 429.061 and 429.081.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Delaying Assessment of Property Outside City Limits 2025

RESOLUTION NO.

**A RESOLUTION APPROVING THE DELAYED ASSESSMENT OF BENEFITTED PROPERTY
THAT LIES OUTSIDE THE CITY LIMITS OF THE CITY OF WILLMAR**

Motion By: _____ Second By: _____

WHEREAS, the City of Willmar has ordered the improvements on Northwest 7th Avenue: City Project No. 2503-B; and the 2025 street and other improvements (the "Improvements"), which project includes improvements to a small segment of Northwest 7th Avenue located outside the City's corporate boundaries in Willmar Township; and

WHEREAS, the following real property located in Willmar Township (the "Benefitted Property") has frontage on Northwest 7th Avenue and benefitted from the Improvements, to-wit:

Bruce D. and Lois M. Nelson	33-008-0012	
3280 7 th Ave NW	Project 2503-B	\$6,775.00
Willmar, MN 56201		

Section 08, Township 119, Range 35

Part of the South Half of Northeast Quarter; Commencing at Southwest Corner of Northeast Quarter, Thence East 531.63 Feet to Point of beginning, Thence East along South Line 660.66 Feet to Northwestern Line of 7th Avenue, Thence along said North Line to East Line of Southwest Quarter of Northeast Quarter, Thence North 450.69 Feet, West 848 Feet, Thence South 561.19 Feet to Point of Beginning

; and

WHEREAS, in accordance with Minnesota Statutes, Sections 492.052 and 429.031, the City duly provided notice to the record owner of the Benefitted Property prior to ordering the Improvements; and

WHEREAS, the City Council believes it to be in the best interests of the City of Willmar as well as the public to be aware of the benefit received by the Benefitted Property for which a special assessment may be imposed in the future pursuant to Minnesota Statutes, Sections 492.052.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar that this Resolution documenting the potential assessment to be levied against the Benefitted Property described herein at such time as the Benefitted Property is brought within the corporate limits of the City of Willmar be filed in the Office of the Kandiyohi County Recorder for purposes of advising the public of such potential assessment.

Dated this 6th day of October 2025.

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	11.D.
Agenda Section:	Regular Business	Originating Department:	Wastewater
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	Yes	Presented By:	Sara Sietsema, Environmental Specialist
Item:	Introduction of an Ordinance Amending Chapter 16 Article III Sanitary Sewer System		

RECOMMENDED ACTION:

1. Introduce the Ordinance and Call for a Public Hearing on Monday, November 3, 2025, at 6:30 PM
2. Publish the Ordinance by Summary

OVERVIEW:

The City of Willmar currently has a Sanitary Sewer System Ordinance that addresses related items. Staff will provide an overview of a future ordinance amendment to address additional inflow and infiltration that the City experiences most noticeably during large rain events. Within the proposed amendment, the ordinance largely focuses on future requirements for an inspection of the private sewer lateral (service line) when the following criteria are met:

- At the point of sale or upon transfer of property.
- When a new or previously unconnected structure is connected to an existing private sewer lateral.
- As a condition of approval of any major building remodel project, which is a project estimated by the city to cost \$50,000 or more.
- As a condition of approval of any building remodel project that involves any new plumbing system or parts of the existing plumbing system that will be altered, extended, or repaired.
- When a sewer overflow from a private sewer lateral has reached public property.
- When a sewer overflow from a private sewer lateral presents a public health threat.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Amendment - Article III Sanitary Sewer System
2. Summary publication of sanitary sewer system regulations ordinance amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 16, UTILITIES,
ARTICLE III, SANITARY SEWER SYSTEM

The City Council of the City of Willmar hereby ordains as follows:

Section 1. AMENDMENT OF MUNICIPAL CODE SECTION 16, ARTICLE III, DIVISION 1. Chapter 16, Article III, Division 1 of the Willmar Municipal Code is hereby amended as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 16-54. Applicability.

This ordinance shall apply to all water entering the sanitary sewer system unless explicitly exempted by the city.

Sec. 16-55. Compatibility with Other Regulations.

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall apply.

Sec. 16-58. Discharging stormwater, roof water, or groundwater to sanitary sewer.

No owner of any real property within the city, or ~~his~~ their agents, employees or servants, shall run or discharge or cause to be run or discharged any stormwater, roof water or foundation drainage into any sanitary sewer, or have any property connected to a sanitary sewer by a pipe, connection or sewer which carries either stormwater, roof water or foundation drainage from such building or property into such sanitary sewer.

* * * *

Section 2. AMENDMENT OF MUNICIPAL CODE SECTION 16-71. Chapter 16, Article III, Division 2, Section 16-71 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 16-71. Permit.

(a) *Required.*

* * * *

- (3) Connections to the city's sewer system, including extensions, shall be designed such that all facilities conform to:

* * * *

(b) *Fee*

* * * *

- (7) Connection fee pays for the cost of capacity for new interceptor sewers 21 inches in diameter and larger. The connection fee cost includes all the interceptors 21 inches in diameter. ~~The connection fee is \$2,435.00 per connection and may be increased on a yearly basis to correct for inflation.~~ The connection fee shall be in an amount duly adopted by the City Council and set forth in the city's fee schedule.

Section 3. AMENDMENT OF MUNICIPAL CODE CHAPTER 16, ARTICLE III, DIVISION 3. Chapter 16, Article III, Division 3 of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 16-86. Definitions.

* * * *

Clear water means stormwater, natural precipitation, melting snow, groundwater, roof drainage, ground surface and subsurface drainage, downspout, yard drain, sump pump, foundation drain, yard fountain, pond, swimming pool, cistern overflow, or any other water that is not required to be treated by state or federal law. Swimming pool water that is required to be treated in accordance with city or state regulations shall not be considered clear water.

* * * *

Sewer service lateral means all sewer service pipes that extend from the municipal sewer main to the structure that it serves.

* * * *

Sec. 16-87. Violation of division; penalty.

* * * *

(b) Penalties; injunctive relief.

- (1) Any person, user or industrial user who fails to remedy the violation within the time provided in the notice issued pursuant to subsection (a) of this section or who fails to otherwise comply with any of the provisions of this division or with an order of the approving authority issued pursuant to this division, or who tampers with metering or sampling, shall be subject to a civil fine ~~not less than~~ of \$1,000.00 for each offense and shall additionally be liable to the city for any expense, loss or damage occasioned by such violation, including reasonable attorney's fees and other expenses of litigation. A person, user or industrial user ~~convicted~~ found in ~~of~~ any violation of this division by the city shall be fined per violation, plus damages. Each day a condition is allowed to exist which is contrary to all or any part of this division shall constitute a new violation. Change of ownership or occupancy of premises delinquent under the provisions of this division shall not be cause for reducing or eliminating charges due and penalties for violations.

* * * *

- (c) Show Cause Hearing. If a violation of this article, or any permit, agreement, or order issued pursuant to this article is not corrected by timely compliance, the city administrator or their authorized representative may order any user which caused or allowed the violation to show cause before the City Council why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the City Council regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the City Council why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail at least ten days before the hearing. Service may be made on any agent or officer of a corporation. Whether or not a duly notified industrial user appears as noticed, immediate enforcement action may be pursued.
- (1) Conduct of hearing. The City Council may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the city to;
- a. Issue in the name of the City Council a notice of hearing requesting the attendance and testimony of a witness and the production of evidence relevant to any matter involved in such hearing;
 - b. Take the evidence; and
 - c. Transmit a report of the evidence and hearing, including a transcript thereof and other evidence, together with recommendations to the City Council for action thereon.
- (2) Transcripts. At any hearing held pursuant to this chapter, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.
- (3) Compliance orders. After the City Council has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices.

Sec. 16-88. Powers and authority of inspectors.

- (a) Duly authorized city employees, bearing proper credentials and identification, shall be permitted to enter all properties at any time for inspection, observations,

measurement, sampling, testing, repair and maintenance in accordance with this article.

* * * *

Sec. 16-90. Wastewater discharge permit required for certain users.

* * * *

- (e) *Duration; modification.* A permit shall be issued for a specified period of time, not to exceed five years. The terms and conditions of the permit shall be subject to modification and change by the director of public works during the ~~life-term~~ of the permit for good cause, which includes but is not limited to, changes necessary to address the City's NPDES/SDS permit (as amended); changes necessary to address any applicable federal, state, or local statutes, regulations, rules, ordinances, orders or resolutions; and changes necessary to address any imminent threat or hazard to human health and the environment or the city's wastewater treatment facility and other critical infrastructure. ~~, if so required because of any ordinances, statutes, or rules and regulations of the approving authority or any applicable rules or regulations of a state or federal body.~~ The user shall be informed of any proposed changes in ~~his~~ their permit at least 60 days prior to the effective date of change. In a manner consistent with applicable law, Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

* * * *

- (g) *Revocation.* Any user who repeatedly violates any of the conditions of ~~his~~ their permit or this division, or of applicable state and federal regulations, is subject to having ~~his~~ their permit revoked. The director of public works may revoke a permit for good cause, including, but not limited to, the following reasons:

- (1) Failure to notify of significant changes to the wastewater prior to the changed discharge;
- (2) Failure to provide prior notification to the director of public works of changed conditions;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (4) Falsifying information;
- (5) Tampering with monitoring equipment;

- (6) Refusing to allow timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;
- (8) Failure to pay fines;
- (9) Failure to pay sewer charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application; or
- (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility;

* * * *

- (i) Right of Revision. The City reserves the right to establish, by ordinance or in any permit, more stringent standards or requirements on discharges to the City's sewer system consistent with the purpose of this ordinance.
- (j) Dilution. No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Superintendent may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.
- (k) Reissuance. A User with an expiring permit shall apply for permit reissuance by submitting a complete permit application, in accordance with this ordinance, a minimum of 180 days prior to the expiration of the User's existing permit.

Sec. 16-91. Prohibited discharges to collection system.

* * * *

- (b) All laterals from the building wall to the connection to the sewer main are the property of the owner of the connected building. All property owners whose properties are connected to a sewer main or are otherwise connected to the city's sewer system by sewer lateral shall at their own expense maintain the sewer lateral in a fully functioning condition and ensure the lateral is free of cracks, leaks, inflow or infiltration of extraneous water, root intrusion or open joints. Property owners shall ensure that laterals drain freely to the sewer main without excessive sags that collect grease and sediment.

- (1) Upon notice that the discharge of clear water on a property is not in compliance with this ordinance, the owner or occupant of the property shall cease from discharging clear water in violation of this ordinance and shall make the necessary repairs and corrections to discharge the clear water in accordance with this ordinance. Corrections shall be completed within 120 days of the date of notice of noncompliance, or as determined by the director of public Works. A second inspection of the property will be completed after 120 days following the notice of noncompliance.
- (2) Property owners shall, at their own expense, inspect, and provide to the city a report of the results of an inspection of, the laterals on their property prepared by a licensed plumber or qualified and licensed person using closed circuit television (CCTV) inspection or other inspection or test method approved by the director of public works upon the occurrence of any of the following:
 - a. When building a new structure on property with an existing lateral, or when otherwise proposing to connect a previously unconnected structure to an existing lateral;
 - b. As a condition of approval of any major building remodel project. A major building remodel project is one that is estimated by the city to cost \$50,000 or more;
 - c. As a condition of approval of any building remodel project which involves any new plumbing system or parts of existing plumbing systems that will be altered, extended, or repaired;
 - d. Prior to the close of escrow when the property is transferred via sale or other transfer of ownership by deed, instrument or writing;
 - e. Whenever the city finds that a sewage overflow emanating from a lateral has reached public property, including but not limited to a city street or the city storm drain system, or has flowed onto private property owned by another property owner;
 - f. Whenever the city finds that a sewage overflow emanating from a lateral presents a threat to public health, even if it has not flowed across a property line.
- (3) In the absence of a specific deadline, all inspections and testing work shall be completed within 120 days of notification by the city that such an inspection is required.
- (4) As part of its periodic construction and maintenance of sewer mains, the city may discover defective laterals. The city may order the property owner to conduct an inspection, repair, or replacement of any lateral that the city knows or reasonably suspects to be defective.
- (5) The lateral shall be considered defective if it has any of the following conditions:
 - a. displaced joints;

- b. root intrusion;
 - c. substantial deterioration of the pipes;
 - d. damaged clean-out;
 - e. defective clean-out;
 - f. inflow or, infiltration of extraneous water;
 - g. if the lateral was constructed of materials deemed to be unacceptable by the director of public works, including;
 - i. Clay;
 - ii. Cast iron;
 - iii. Bituminous fiber (commonly called Orangeburg);
 - iv. Other materials that do not conform to current State plumbing code;
 - h. any other conditions likely to substantially increase the chance for a lateral blockage, or if, within a period of one year;
 - i. the lateral suffers two or more blockages resulting in overflows; or
 - j. The lateral fails any other city-required tests.
- (6) Existing laterals determined to be defective shall not be used.
- (7) Whenever defective laterals are found, the property owner, at the sole expense of the property owner, shall repair or replace the lateral. The director of public works shall determine the extent of repair required, and more limited repair than complete replacement of the lateral may be permitted at the sole discretion of the director of public works. The following requirements shall be met:
- a. A replaced or repaired lateral shall not be covered or backfilled until it has been inspected by a representative of the city.
 - b. All new and repaired laterals must pass an air pressure test as specified by the director of public works.
 - c. All repaired or replaced laterals shall be brought into compliance with the requirements of City Code. Backflow valves may be required to be installed on laterals meeting the criteria of City Code.
- (8) In absence of a specific deadline established by the responsible authority of the city, all repair or replacement work shall be completed within 120 days, or by agreement with the city and property owner, of notification by the city that such repair or replacement is required. Repair or replacement shall consist of but not be limited to the sewer, sidewalk, curb, street, grading and seeding.
- (9) When a lateral is completely replaced, inspected and approved by the city, the property owner is not required to inspect the lateral upon sale of the property for ten (10) years following the date of complete replacement of the lateral.

- (10) Roots, grease or other materials which have been accumulated in a lateral cleaned or maintained shall be prevented from entering the sewer main during the maintenance or repair of the lateral. In the event that material is permitted to enter the main causing or contributing to the cause of a sewage spill, the property owner and/or contractor performing such maintenance work, in addition to any criminal penalties imposed, shall be held civilly liable to the city for any fines or other expenses incurred by the city resulting from the spill.
- (11) The city shall have the authority to recover from a property owner, the city's expenses incurred in responding to sewer overflows on private property. In addition to any actual expenses incurred by the city resulting from an overflow, the city may impose civil administrative penalties, consistent with sec. 16-87 of this Code, against a property owner who fails to perform any act required in this section, which failure results in an overflow reaching public or private property other than the property owners' property, according to the city's fee schedule.
- (12) A monthly surcharge in an amount duly adopted by the City Council and set forth in the city's fee schedule shall be assessed against any property on which clear water is discharged in violation of this ordinance. The monthly surcharge will be charged on the property's municipal utility billing statement if one of more of the following conditions apply: (1) an inspection as required herein has not been obtained by the property owner or occupant or a certificate of compliance has not been issued by the city within 30 days after the city's notice of inspection; (2) the necessary corrections have not been made within the time specified; and (3) the property owner or occupant reconnects a clear water discharge line to the municipal sanitary sewer system after it has been previously disconnected at the city's or a court's direction. A surcharge will be assessed for every month during which the property is not in compliance.
- (13) The City Council shall have the authority to establish, waive, suspend or otherwise modify any civil administrative penalty imposed by this section that exceeds the direct costs of the city upon a showing by the property owner of severe financial hardship, or upon a showing that the property owner has satisfactorily repaired the lateral to a degree sufficient to ensure avoidance of further violations.
- (14) The provisions of this section shall not be construed to require or obligate the city to enter into a reimbursement agreement if, in the sole discretion of the City Council, to so enter into the agreement would not be in the best interest of the city or would be detrimental to the health, safety, or welfare of the city.
- ~~(b)(c) No user shall discharge or cause to be discharged to the collection system, either directly or indirectly, any of the following described wastes or wastewater: No owner of any real property within the city, or their agents, employees or servants, shall run or discharge or cause to be run or discharged any stormwater, groundwater, roof water, yard drainage, yard fountain, foundation drainage, condensate, deionized water, noncontact cooling water, or pond overflow into any sanitary sewer, or have~~

any property connected to a sanitary sewer by a pipe, connection or sewer which carries either stormwater, roof water or foundation drainage from such building or property into such sanitary sewer. Clear water must be excluded from the wastewater system. Unpolluted water or wastewater may be discharged to the sanitary sewer system upon written approval of the director of public works. The following discharges are prohibited;

- (e)(d) No person shall allow the discharge of a slug of waste or wastes to the collection system which may be harmful to the operation of the wastewater works. Where, in the opinion of the director of public works, slugging does occur, each person producing such a discharge into the collection system shall construct and maintain, at ~~his~~ their own expense, a storage reservoir of sufficient capacity with flow control equipment to ensure an equalized discharge over a 24-hour period.

* * * *

Sec. 16-97. Grease, oil and sand interceptors.

Grease, oil and sand interceptors shall be provided at repair garages, gasoline stations, carwashes and other industrial or commercial establishments for the proper handling of liquid wastes containing grease in excessive amounts, oil, flammable wastes, sand and other harmful ingredients. All interceptors shall be constructed in accordance with the state plumbing code and shall be located as to be readily and easily accessible for easy cleaning and inspection. All grease, oil and sand interceptors shall be maintained by the owner, at ~~his~~ their expense, and kept in continuous, efficient operation at all times.

Sec. 16-100. Grease traps and interceptors.

* * * *

- (g) *Entry and inspection.* If there is evidence discovered by the city that a sewer system user has improperly managed its FOG, the city will arrange for an inspection of the user's premises. The director of public works shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of this ordinance and any permit or order issued hereunder. Sewer system users shall allow the duly authorized agents of the city bearing proper credentials and identifications access at all reasonable times to all parts of the premises for the purpose of inspection, observation, records examination, measurement, sampling and testing in accordance with the provisions of this division. The refusal of any user allows the city's authorized agents entry to or upon the facility's premises for purposes of inspection, sampling effluents or inspecting and copying records or performing such other duties as shall be required by this division shall constitute a violation of this division. The director of public works may seek a warrant or use such other legal

procedures as may be advisable and reasonably necessary to discharge ~~his~~their duties pursuant to this division.

- (1) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, duly authorized City staff or agents shall be permitted to enter without delay for the purposes of performing specific responsibilities.
- (2) The director of public works shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- (3) The director of public works may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least annually to ensure their accuracy.
- (4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of director of public works and shall not be replaced. The costs of clearing such access shall be born by the User.
- (5) Unreasonable delays in allowing the city access to the user's premises shall be a violation of this ordinance.

Sec. 16-102. Criminal Violations; Fines.

- (a) *Violations.* In addition to the civil fines pursuant to sec. 16-87,~~A~~any user who is found to have violated any provision of this article, except where state statute has been violated, shall be subject to criminal prosecution, and upon conviction, subject to a fine in an amount not to exceed \$1,000.00 or by imprisonment for not more than 90 days, or by both, for each offense as provided for in M.S.A. § 609.02, subd. 3. Each separate violation shall constitute a separate offense, and upon conviction of a specified ordinance violation, each day of violation shall constitute a separate violation. In addition to the penalties provided herein, the city may recover reasonable attorney's fees, court costs, court reporter's fees and other expenses of litigation by appropriate suit at law against the user found to have violated this division or the orders, rules, regulations and permits issued hereunder.

* * * *

Sec. 16-105. Hearing process.

- (a) — *Request for hearing.* If any person is aggrieved by the decision of the authorized representative under this article, such person may request a hearing on the matter in writing. A hearing shall then be held before the City Council or a hearing examiner as provided in this section and shall be open to the public.
- (b) — *Hearing date.* Unless a written request for an extension of time is submitted to the city and is granted, the hearing shall be held no later than 30 calendar days after the date of service of the request for a hearing, exclusive of the date of such service. In any event, such hearing shall be held no later than 60 calendar days after the date of service of the request for a hearing, exclusive of the date of such service.
- (c) — *Hearing notice.* The authorized representative shall mail notice of the hearing to the person requesting the hearing at least ten working days prior to the hearing. Such notice shall include the following:
 - (1) — A statement of the date, time, place and nature of the hearing.
 - (2) — A reference to the particular section, ordinance or rule involved.
- (d) — *Hearing examiner.* The City Council may, by resolution, appoint an individual, to be known as the hearing examiner, to conduct the hearing and to make findings of fact, conclusions and recommendations. After completion of the hearing, the hearing examiner shall submit the findings of fact, conclusions and recommendations to the City Council in a written report, and the City Council may either adopt, modify or reject the report.
- (e) — *Conduct and rules of hearing.* Conduct and rules of the hearing shall be as follows:
 - (1) — The person requesting the hearing may be represented by legal counsel. The city, the applicant, the licensee or the permittee and any additional parties as determined by the City Council or the hearing examiner shall present evidence. All testimony shall be sworn under oath. All parties shall have full opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The City Council or the hearing examiner may also examine witnesses.
 - (2) — If the person requesting the hearing fails to appear at the hearing, the right to a public hearing before the City Council or hearing examiner shall be forfeited.
 - (3) — The city shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is provided by law, and all findings of fact, conclusions, and decisions by the City Council or findings of fact, conclusions and recommendations by the hearing examiner shall be based on the evidence presented and matters officially noticed.
 - (4) — All evidence which has probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to relying in the conduct of their serious affairs. Evidence which is incompetent, irrelevant, immaterial or unduly repetitious may be excluded. The hearing

shall be confined to matters raised in the written notice of the hearing or in the written request for a hearing.

- (5) — At the request of any party or on the initiative of the City Council or hearing examiner, a prehearing conference shall be held. The prehearing conference shall be conducted by the hearing examiner, if the City Council has chosen to use one, or by a designated representative of the City Council. The prehearing conference shall be held no later than five working days before the hearing. The purpose of the prehearing conference is to:
- a. — Clarify the issues to be determined at the hearing;
 - b. — Provide an opportunity for discovery of all relevant documentary, photographic or other demonstrative evidence in the possession of each party. The hearing examiner or representative may require each party to supply a reasonable number of copies of relevant evidence capable of reproduction; and
 - c. — Provide an opportunity for discovery of the full names and addresses of all witnesses who will be called at the hearing and a brief description of the facts and opinions to which each is expected to testify. If the names and addresses are not known, the party shall describe them thoroughly by job duties and involvement with the facts at issue.
- (6) — If a prehearing conference is held, evidence not divulged as provided in this subsection shall be excluded at the hearing unless the party advancing the evidence took all reasonable steps to divulge it to the adverse party prior to the hearing and:
- a. — The evidence was not known to the party at the time of the prehearing conference; or
 - b. — The evidence is in rebuttal to matters raised for the first time at or subsequent to the prehearing conference.

* * * *

* * * *

Section 13. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

Passed by the City Council of the City of Willmar this ____ day of _____, 20__.

ATTEST:

Verna Larsen, City Clerk

Doug Reese, Mayor

VOTE: ____ SHULDES ____ GILBERTSON ____ DAVIS ____ GARDNER
 ____ FAGERLIE ____ ASK ____ BUTTERFIELD ____ NELSEN

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ____
AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 16, UTILITIES,
ARTICLE III, SANITARY SEWER SYSTEM

Summary: Ordinance No. ____ updates and amends Willmar City Code, Chapter 16 – Utilities, Article III, Sanitary Sewer System, by adding new regulations applicable to sanitary sewer service laterals intended to limit inflow and infiltration into the City’s sanitary sewer collection system, including a mandatory inspection requirement upon the following occurrences concerning properties connected to the City’s sanitary sewer system: construction of a new structure or major remodeling of or installation of a new plumbing system in an existing structure, transfer of property, or documented overflow of sewage emanating from an existing service lateral. The ordinance also makes amendments to permitting requirements and procedures for significant users of the sanitary sewer system, replaces the existing hearing process for persons aggrieved by the City’s enforcement of Chapter 16 in Section 16-105 with a “show cause” hearing procedure that the City must initiate prior to taking a significant enforcement action for a violation of the sanitary sewer system regulations, and makes additional language updates throughout Article III of Chapter 16.

The complete text of Ordinance No. ____ may be obtained at no charge at City Hall (333 6th Street Southwest, Willmar, MN 56201), or from the City’s website at www.willmarmn.gov.



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	11.E.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Allie Paulsen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Resolution to Acknowledge Donations for the Third Quarter of 2025		

RECOMMENDED ACTION:

OVERVIEW:

The City regularly receives donations and, pursuant to formerly adopted Council action, allows staff to promptly send a thank-you letter and formally approve the donations quarterly. Attached is the resolution acknowledging the third quarter donations for 2025.

BUDGETARY/FISCAL ISSUES:

Q3 donations total: \$14,153.33.

ALTERNATIVES TO CONSIDER:

None to consider.

ATTACHMENTS:

1. Resolution for Q3 Donations 2025

RESOLUTION NO.
ACKNOWLEDGEMENT OF
DONATIONS

Motion By: _____

Second By:_____

WHEREAS, the City of Willmar has received donations which have been acknowledged by the City Administrator expressing the community's appreciation for the period of July 1, 2025, through September 30, 2025.

Amount	From	For/Purpose
\$50.00	Darlene Bratberg	Willmar Fire Explorers
\$2,500.00	Willmar Rotary Club	Rec Scholarship Program
\$500.00	Welcoming America	2025 Network Conference
\$1,000.00	CentraCare Health System	Welcome Week Sponsorship
\$250.00	Willmar Area Arts Council	2025 Welcoming Week
\$1,000.00	Woodland Centers	2025 Welcoming Week
\$1,000.00	Kandiyohi Power Charitable Trust	Willmar Community Center
\$5,000.00	The MENTOR Network Charitable Foundation	Fire Department General Supplies
\$1,000.00	Community Giving	Willmar Community Center Program Support
\$818.33	Grocery Bagging Event at Cub Foods	Willmar Police Explorers
\$1,035.00	Walmart	Willmar Police Explorers

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota that the City formally accepts the donations as listed.

Dated this 6th day of October, 2025

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	11.F.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Summary of conclusions of the evaluation of the performance of City Administrator Leslie Valiant pursuant to Minn. Stat. § 13D.05, subd. 3.		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	October 6, 2025	Agenda Item Number:	11.G.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	City Council Budget Work Session, Monday, October 13, 2025		

RECOMMENDED ACTION:

OVERVIEW:

Proposed Location: Rice Home Medical Building, 1033 19th Ave SW, Willmar, MN 56201

Proposed Time: 6:30 PM

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None