



WILLMAR CITY COUNCIL MEETING
TUESDAY, FEBRUARY 17, 2026 @ 6:30 PM
BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING
2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items

Approve:

- A. City Council Minutes of February 2, 2026
- B. Planning Commission Meeting Minutes of February 4, 2026 _Draft
- C. Police Civil Service Commission Minutes of February 2, 2026_Draft
- D. Willmar Municipal Utilities Commission Minutes of February 9, 2026
- E. Approve Supervisors Union 2026- 2028 Agreement
- F. Approve AFSCME - General Labor Agreement
- G. Professional Services Proposal: Airport Snow Removal Equipment Acquisition
- H. Willmar Township Fire Agreement
- I. Kandiyohi Friends of NRA Minnesota Lawful Gambling Application
- J. Sale of Low-Potency Hemp Edible Retail 2026 Registrations
- K. Accounts Payable Report, January 29 - February 11, 2026

Information:

- L. Director Reports
 - M. Finance Report through 1/31/2026
6. Approve Consent Agenda Items
 7. Items Removed from Consent Agenda
 8. Open Forum (Individuals Limited to Three (3) Minutes)
 9. Public Hearing:
 - A. Ordinance Authorizing the Issuance of General Obligation Tax Abatement Bonds, Series 2026A
 - B. Resolution Approving Tax Abatement (GO Abatement 2026A)

- C. Ordinance Amendment Sanitary Sewer
- D. Ordinance Amending Sections 7.03(c), 7.04(c) & 7.05(c) of the Charter of the City of Willmar

10. Regular Business

- A. Project No. 2503-C Technology Dr Overlay: Change Order No. 2, Accept & Final
- B. Rail Corridor Study
- C. Willmar Government Academy
- D. Sunday Liquor License for 2026

11. Announcements

12. Closed Session

- A. Minn. Stat. § 13D.05, subd. 3(c) — Parcel 95-976-2302
- B. Minn. Stat. § 13D.05, subd. 3(c) — Property Located Under 1st Street Bridge

13. Adjourn

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

February 2, 2026
6:30 PM

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Tom Gilbertson, Steve Gardner, Rick Fagerlie, and Vicki Davis. Excused: Tom Butterfield, and Carl Shuldes Present 7, Absent 2.

Also present were City Administrator Leslie Valiant, Police Chief Michael Holme, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Human Resource Director Alissa Gambrel, Public Works Director Shane Stefanick, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, City Clerk Vernae Larsen, and City Attorney Robert Scott.

Council Member Ask moved to **Approve the Agenda as Presented**. Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

CONSENT AGENDA

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

- A. City Council Minutes of January 20, 2026
- B. Willmar Municipal Utilities Commission Minutes of January 26, 2026 Draft
- C. Human Rights Commission Minutes of January 27, 2026 Draft
- D. **Resolution 2026-007** Accepting the Southwest Initiative Foundation Grant
- E. **Resolution 2026-008** Accepting the Willmar Area Community Foundation Grant
- F. **Resolution 2026-009** Accepting the Vision 2040 Grant
- G. United Way of West Central Minnesota Lawful Gambling Application
- H. Pay Equity Report
- I. Accounts Payable Report, 1/16/2026 - 1/28/2026

Council Member Ask made a motion to **Approve the Consent Agenda Items**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

OPEN FORUM

Deanna Schueller – 313 33rd St. NW, spoke about the fear she has for her granddaughter, who is not white. She feels that her granddaughter is being targeted by ICE and worries they will try and take her. She wants to know who will protect her. She doesn't feel that anyone is protecting them.

Roy Stiff – 709 Trott Ave SW, he recounted a scenario where his handicap friend was stopped by ICE, frightening him terribly. He would like to know who we can trust. He feels we cannot trust ICE, who wear masks and conceal their intentions. He asked the Mayor and Council, along with all of Willmar to be indivisible on the issue that we can care for and govern ourselves, we can look after our neighbors and we can walk our streets without the aid of masked men, who we cannot trust.

REGULAR BUSINESS

A. Council Letter to State and Federal Legislative

Mayor Reese presented the draft letter addressed to State legislators. Council Member Gardner recommended that we also address the letter to our executive leaders. Council Member Ask made a motion to **approve the letter regarding immigration enforcement and to include that it be sent to both State and Federal Representatives.** Council Member Fagerlie seconded the motion. Council Member Gilbertson asked that the letter include language requesting that local law enforcement be informed of the specific location where people are being detained and a specific location where they are released, if applicable. Council Members' Ask and Gardner were agreeable to amending their motion to include that language as mentioned by Council Member Gilbertson. The motion carried on a roll call vote of Ayes 6, Noes 0.

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

Council Member Ask moved to approve the letter and Council Member Gardner seconded the motion. Council Member Ask asked that all council members sign the letter in addition to the mayor. The motion carried on a roll call vote of Ayes 6, Noes 0.

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

B. Professional Service Agreement with Bolton and Menk for the Amphitheater Project

Public Works Director Shane Stefanick requested approval of an agreement with Bolton & Menk for professional services related to the Willmar Amphitheater Project at Robbins Island Regional Park in the amount of \$69,420. A motion was made by Council Member Nelsen to **Adopt Resolution No. 2026-010 Approving the Professional Service Agreement with Bolton and Menk for the amphitheater project in the amount of \$69,420.** Council Member

Davis seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

C. **Approve Plans & Specifications, Authorize Advertisement for Bids Iverson Park Lift Station Reconstruction**

Public Works Director Shane Stefanick requested approval of the plans and specifications for the Iverson Park Lift Station Construction Project and requested authorization to advertise for bids on the project. Council Member Fagerlie made a motion to **Adopt Resolution No. 2026-011 Approving the Plans & Specifications and Authorizing the Advertisement for Bids for the Iverson Park Lift Station Reconstruction Project.** Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

D. **Resolution Accepting the Public Works Front Office Roof Replacement**

Public Works Director Shane Stefanick presented the proposal to have the Public Works front office reroofed and would like approval to hire The Jamar Company, the same company that is currently roofing the shop, to perform the replacement at a discounted amount of \$88,545. A motion was made by Council Member Fagerlie to **Adopt Resolution 2026-012 Accepting the Public Works Front Office Roof Replacement in the amount of \$88,545.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

E. **Approve Willmar Library Roof Replacement**

City Administrator Leslie Valiant and Kandiyohi County Facilities Director Andy Thorson presented the proposal for the Willmar Public Library roof replacement. Council Member Fagerlie moved to **Adopt Resolution No. 2026-013 Approving the Willmar Library roof replacement in the amount of \$631,826.71.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 5, Noes 1.

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

F. **Consideration of Willmar Indoor Golf & Cages LLC On-Sale Intoxicating Liquor and Sunday Liquor Licenses**

City Clerk Vernae Larsen requested approval for the Willmar Indoor Golf & Cages LLC On-Sale Intoxicating Liquor and Sunday Liquor Licenses through the Fiscal Year Ending April 25, 2026. A motion was made by Council Member Fagerlie to **Approve the Willmar Indoor Golf & Cages LLC On-Sale Intoxicating Liquor and Sunday Liquor Licenses.** Council Member Gilbertson

seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

CLOSED SESSIONS

A. Minn. Stat. § 13D.05, subd. 3(c) — Property Located Under 1st Street Bridge

A motion was made by Council Member Fagerlie to enter **Closed Session pursuant to Minn. Stat. § 13D.05, subd. 3(c) to discuss the Property Located Under 1st Street Bridge**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

The Council entered into closed session at 7:08pm. City Staff present were City Administrator Leslie Valiant, City Planning and Development Director Christopher Corbett, Public Works Director Shane Stefanick, City Engineer Jared Voge, City Clerk Vernae Larsen and City Attorney Robert Scott. **Closed Session concluded at 7:31pm.**

B. Minn. Stat. § 13D.05, subd. 3(c) — Parcel 95-917-5820

A motion was made by Council Member Gilbertson to enter **Closed Session pursuant to Minn. Stat. § 13D.05, subd. 3(c) to discuss Parcel 95-917-5820**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

The Council entered into closed session at 7:31pm. City Staff present were City Administrator Leslie Valiant, City Planning and Development Director Christopher Corbett, Public Works Director Shane Stefanick, City Engineer Jared Voge, City Clerk Vernae Larsen and City Attorney Robert Scott. **Closed Session concluded at 7:41pm.**

OPEN SESSION

A motion was made by Council Member Fagerlie to **Approve the Purchase Agreement regarding Parcel 95-917-5820**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

With no further business to discuss, Council Member Gilbertson moved to **Adjourn** at 7:43 PM. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2026-007

RESOLUTION ACCEPTING THE SOUTHWEST INITIATIVE FOUNDATION GRANT FOR THE 2026 COMMUNITY CENTER EVENTS

Motion By: Ask Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to accept the Southwest Initiative Foundation Grant of \$10,000.00 supporting the 2026 Willmar Community Center events offered to older adults.

Dated this 2nd day of February 2026,

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-008

RESOLUTION ACCEPTING THE WILLMAR AREA COMMUNITY FOUNDATION GRANT FOR THE 2026 COMMUNITY GROWTH EVENTS

Motion By: Ask Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to accept the Willmar Area Community Foundation Grant of \$5,000.00 supporting the 2026 Community Growth events that connect and celebrate our community.

Dated this 2nd day of February 2026,

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-009

RESOLUTION ACCEPTING THE VISION 2040 GRANT FOR THE 2026 COMMUNITY GROWTH EVENTS

Motion By: Ask Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to accept the Vision 2040 Grant of \$5,000.00 supporting the 2026 Community Growth events that connect and celebrate our community.

Dated this 2nd day of February 2026,

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-010

RESOLUTION APPROVING TO ADOPT A RESOLUTION APPROVING AN AGREEMENT WITH BOLTON & MENK FOR PROFESSIONAL SERVICES RELATED TO THE WILLMAR AMPHITHEATER PROJECT

Motion By: Nelsen Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving an agreement with Bolton & Menk for professional services related to the Willmar Amphitheater Project at Robbins Island Regional Park in the amount of \$69,420.

Dated this 2nd day of February 2026

/S/ Douglas E. Reese
Douglas E. Reese, Mayor

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-011

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR THE IVERSON PARK LIFT STATION RECONSTRUCTION.

Motion By: Fagerlie Second By: Gardner

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for the Iverson Park Lift Station Reconstruction for the City of Willmar;

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

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

Dated this 2nd day of February, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-012

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

Motion By: Fagerlie

Second By: Davis

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 – Front Office Roofing project in the amount of \$88,545.

Dated this 2nd day of February, 2026

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-013

A RESOLUTION AUTHORIZING KANDIYOHI COUNTY TO ENTER INTO A CONTRACT FOR THE WILLMAR PUBLIC LIBRARY ROOF REPLACEMENT

Motion By: Fagerlie

Second By: Gilbertson

BE IT RESOLOVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the City of Willmar and Kandiyohi County have a joint agreement for the Willmar Public Library. The City Council approves Kandiyohi County enter into a contract with Gordian and Jamar in the amount of \$1,053,044.52.

The City Council approves paying 60% of the roof replacement cost as described in the Library agreement in the amount of \$631,826.71.

Dated this 2nd day of February 2026

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

**WILLMAR PLANNING COMMISSION
WEDNESDAY, FEBRUARY 4, 2026
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, February 4, 2026, at 6:00PM at City Hall.

Members Present: Gary Newberg; Stacy Holwerda; Bob Poe; and Christopher Buzzeo

Members Absent: Yvon Fils-Aime.

Others Present: Christopher Frank (City Planner); Representatives from Tienda Nicaraguense Tonita LLC.

1. Chairperson Buzzeo called for order at 6:00PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Minutes:
 - 4.1. **Planning Commission Minutes for January 7, 2026:** Commissioner Holwerda motioned to approve the Minutes for January 7, 2026, seconded by Commissioner Newberg, and approved unanimously.
5. General Public Testimony: None.
6. **REGULAR BUSINESS**
 - 6.1 HEARING AND ACTION
 - 6.2 PLATS
 - 6.3 BRIEFINGS

6.3.1 **CONDITIONAL USE PERMIT: TIENDA NICARAGUENSE TONITA LLC**
Location: 205 5TH St. SW; Parcel #: 95-280-2450; Ward 3

Staff introduced a request for a Conditional Use Permit (CUP) for a new grocery store in the Central Business District (Downtown). The business will occupy a building currently under remodel at the corner of 5th Street and Benson. The applicant noted the store will specialize in Nicaraguan products not typically found in Mexican or Guatemalan markets, such as specific cheeses, sour cream/butter blends, sodas, and various breads. Proposed hours of operation are 9:00 AM to 8:00 PM. A public hearing for this item is scheduled for the next meeting on February 18, 2026. Commissioners discussed the historical necessity of CUPs for grocery stores and suggested reviewing this requirement during the upcoming zoning rewrite to potentially allow administrative approval for such uses.

7. **DIRECTOR'S REPORT**

8. **MISCELLANEOUS**

Staff provided updates as follows:

Zoning Code Update: A joint powers meeting with the City Council, Planning Commission, and steering committee is scheduled for February 12, 2026, at 3:00 PM at the Fire Hall. The meeting is open to the public and will feature a presentation by consultants TC^2.

9. **ADJOURN**

Commissioner Poe moved to adjourn the meeting, seconded by Commissioner Newberg, and passed unanimously. The meeting was adjourned at 6:19 PM.

MINUTES
WILLMAR POLICE COMMISSION
Monday, February 2, 2026

A meeting of the Willmar Police Civil Service Commission was held on Monday, February 2, 2026, at the Law Enforcement Center in Willmar.

Present: President Earline Schulstad; Secretary Kris Rosendahl; Chief Mike Holme; Captain Mike Anderson; Administrative Assistant Lynn Shuldes.

Absent: Vice President Lilbon Clark.

President Schulstad called the meeting to order at 10:01 a.m.

A motion was made by Commissioner Rosendahl, seconded by Commissioner Schulstad to approve the December 1st minutes as submitted. **Motion carried.**

The rotation of Police Commission Officers positions for 2026 will be Commissioner Clark (President), Commissioner Rosendahl (Vice President), Commissioner Schulstad (Secretary).

The Police Commission Rules and Regulations were reviewed. A motion was made by Commissioner Rosendahl, seconded by Commissioner Schulstad, to approve the Rules and Regulations and job descriptions as written. **Motion carried.**

Miscellaneous

- Chief Holme gave the Commission an update on the Secretary position. He stated that WPD does have an accepted conditional offer with someone and that a background investigation is currently being done. She has a lot of experience working in law enforcement and will make an exceptional addition to the department.
- Captain Anderson updated the Commission on two recent police officer applicants who would be interviewing at the conclusion of this meeting. Commissioner Rosendahl made a motion to allow the commission member on the interview panel to make a recommendation on behalf of the Commission regarding recommending a background on one or both candidates as they see fit by the interview panel, seconded by Commissioner Schulstad. **Motion carried.**

Having no further business, a motion was made by Commissioner Rosendahl to adjourn, seconded by Commissioner Clark. The meeting was adjourned at 10:20 a.m.

by Lynn Shuldes

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – February 9, 2026
11:45 a.m. WMU Auditorium

The Willmar Municipal Utilities Commission met on Monday, February 9, 2026, at 11:45 a.m. in the WMU Auditorium. Commissioners present were President Shawn Mueske, Steve Ammerman, Brad Michelson, Patricia Elizondo, Carol Laumer, and Dave Baumgart. Commissioner John Kennedy was absent.

Staff present included General Manager Jeron Smith; Director of Administration Janell Johnson; Finance and Office Services Supervisor Andrea Prekker; Information Systems Coordinator Mike Sangren; Executive Secretary Abby Ahrendt; and City Council Liaison Tom Gilbertson. Additional attendees included Flaherty-Hood attorney Gavin Keogh (via teleconference) and Jennifer Kotila of the *West Central Tribune*.

President Mueske called the meeting to order, followed by the Pledge of Allegiance. With no requested changes to the agenda, he proceeded to the Consent Agenda. General Manager Smith highlighted items related to the payment of bills. Following review, Commissioner Michelson made a motion, seconded by Commissioner Ammerman, to adopt **Resolution No. 6**, which was approved by a roll call vote of six ayes and zero noes.

Associate Attorney Gavin Keogh of Flaherty-Hood presented the annual “Commission 101” training. Topics reviewed included Commissioner roles and duties, Open Meeting Law, government records and data, and conflicts of interest.

General Manager Smith informed the Commission that the Joint Council and Commission Work Session is scheduled for Monday, April 13, following the regular Commission meeting. He also noted that he will attend the APPA Legislative Rally in Washington, D.C., from February 23–25 and will be absent from the Commission meeting during that time. Smith advised that the financial reports typically presented at the first meeting of the month will be deferred to the next meeting due to the auditors being on-site. He also requested a Labor Committee meeting to discuss the General Manager Employment Agreement and results of the staff morale survey and Willmar Retail Customer Survey.

Upcoming Events:

- ❖ MMUA Governance in Action – January 23, 2026 (St. Cloud, MN)
- ❖ APPA Legislative Rally – February 23-25, 2026 (Washington, D.C.)
- ❖ Joint Council and Commission Work Session – April 13, 2026

President Mueske asked for any additional discussion. Hearing none, Baumgart moved to adjourn, and Laumer seconded. Motion carried by a 6–0 vote. The meeting adjourned at 12:34 p.m.

Respectfully submitted,
WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

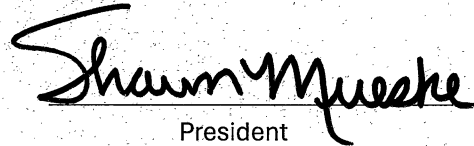
Secretary

RESOLUTION NO. 6

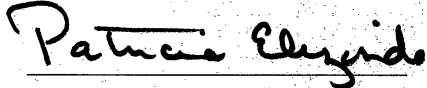
BE IT RESOLVED by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Consent Agenda be approved as presented, including the following:

- ❖ Minutes from the January 26, 2026, MUC Meeting
- ❖ Bills represented by vouchers No. 20260149 through No. 20260231, including associated wire transfers, totaling \$1,072,634.44

Dated this 9th day of February, 2026.


President

Attest:


Secretary



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Approve Supervisors Union 2026- 2028 Agreement		

RECOMMENDED ACTION:

Motion by _____ and second by _____ to approve the Willmar Supervisor Unit 2026- 2028 labor agreement and attached MOU's

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Approving Supervisor Labor Agreement and MOUs
2. 2026-2028 Supervisors Contract 020726
3. Willmar-Supervisors MOU re 2026-2028 BPS 020726
4. Willmar-Supervisors MOU re City 2026 HI Contributions for New Coverages 020726

CITY OF WILLMAR
RESOLUTION NO.

**APPROVING LABOR AGREEMENT AND MEMORANDUMS OF UNDERSTANDING
BETWEEN THE CITY OF WILLMAR AND WILLMAR SUPERVISOR UNIT**

WHEREAS, Willmar Supervisor Unit. is the exclusive representative for certain City of Willmar employees;

WHEREAS, the current labor agreement between the City of Willmar and Willmar Supervisor Unit. expired on December 31, 2025;

WHEREAS, the City of Willmar and Willmar Supervisor Unit met and negotiated over the terms of the new labor agreement and memorandums of understanding regarding base pay schedules and city health insurance contributions for 2026, respectively, between the parties;

WHEREAS, the parties reached a tentative agreement on the terms of the new labor agreement and memorandums of understanding; and

WHEREAS, the Public Employment Relations Act requires that the City of Willmar execute a labor agreement and memorandums of understanding and implement them in the form of a resolution.

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

1. The Labor Agreement between City of Willmar and Willmar Supervisor Unit for January 1, 2026 through December 31, 2028, which is attached hereto and incorporated herein by reference in its entirety, is approved.
2. The Memorandums of Understandings between City of Willmar and Willmar Supervisor Unit, which are attached hereto and incorporated herein by reference in their entirety, are approved
3. The Mayor and City Administrator must execute the agreement and memorandums of understanding
4. The City of Willmar must implement the agreement and memorandums of understanding.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 17th day of February 2026

City Clerk

Mayor

CONTRACT
BETWEEN
THE CITY OF WILLMAR
AND
WILLMAR SUPERVISOR UNIT

2026 – 2028
(January 1, 2026 – December 31, 2028)

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ARTICLE 1. PURPOSE

- 1.1 The purpose of this Contract is to establish certain benefits and conditions of employment for Supervisory Employees (hereafter referred to as "Employees") in order to achieve and maintain sound, harmonious and mutually beneficial working conditions.
- 1.2 The Employer and Employees, through this Contract, continue their dedication to the highest quality of public service.

ARTICLE 2. RECOGNITION

- 2.1 The Supervisor bargaining unit includes the following:

All supervisory and confidential Employees employed by the City of Willmar, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding Department Heads and all other Employees.

Assistant Finance Director
Deputy Fire Chief
Information Systems Coordinator
Police Captain
Public Work Superintendent
Wastewater Superintendent

- 2.2 Employee positions may be created, established, consolidated or deleted by duly adopted resolution of the City Council.

ARTICLE 3. GRIEVANCE PROCEDURE

- 3.1 DEFINITION OF GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Contract.
- 3.2 BARGAINING UNIT REPRESENTATIVES. The Employer will recognize representatives designated by the bargaining unit as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The bargaining unit shall notify the Employer in writing of the names of such representatives and of their successors when so designated.
- 3.3 PROCESSING OF A GRIEVANCE. It is recognized and accepted by the bargaining unit and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 3.4 PROCEDURE. Grievances, as defined by Section 3.1, shall be resolved in conformance

with the following procedure:

3.4.1 In the event that a grievance is filed by a Supervisor that reports directly to the City Administrator, the first step in the grievance procedure will be with the City Administrator.

Step 1. No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within ten (10) working days after the Employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the Employee and representative shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested.

The Department Head shall discuss the grievance within five (5) working days with the Employee and representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head, the Employee and representative. If no settlement is reached, the Department Head shall give the Employer's written answer to the Employee and representative within five (5) working days following their meeting and shall also forward a copy to the Council and City Administrator.

Step 2. If the grievance is not settled in Step 1 and the Employee desires to appeal, it shall be referred by the Employee in writing to the City Administrator within ten (10) working days after the designated Department Head's answer in Step 1 is due. A meeting or discussion between the City Administrator and the Employee and representative shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the City Administrator, the Employee and representative. If no settlement is reached, the City Administrator shall give the Employer's written answer to the Employee within five (5) working days following the meeting.

Step 3. If the grievance is not settled in Step 2 and the Employee desires to appeal, it shall be referred by the Employee in writing to the Council within ten (10) working days after the City Administrator's answer in Step 2. A meeting or discussion between the Council and the Employee and representative shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Chairman of the Council, the Employee and representative. If no settlement is reached, the Council shall give the Employer's written answer to the Employee within five (5) working days following the meeting.

Step 4. If the grievance is not settled in Step 3 and the Employee desires to appeal, it shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and the Employee shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If they are unable to agree on an arbitrator, the Employee shall request from the Director of the Bureau of Mediation Services, the State of Minnesota, a list of five (5) names within ten (10) working days following receipt of the Employer's answer in Step 3. The parties shall alternately strike names from a list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be

responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

- 3.5 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the Employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and Employee in each step, which extension shall not be unduly withheld by either party. The term "working days" shall mean the days Monday through Friday, excluding holidays.
- 3.6 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Employee, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both parties and shall be based solely on the arbitrator's interpretation or application of the express terms of this Contract and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by both parties provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 3.7 CHOICE OF REMEDY If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article III or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article III, the Employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article III.

ARTICLE 4. PROBATIONARY PERIOD

- 4.1 A newly hired, rehired or promoted Employee will serve a probationary period at the discretion of the City Council. The normal probationary period shall be 12 months.
- 4.2 At any time during the probationary period referred to in 4.1, a newly hired, rehired or promoted Employee may be terminated at the discretion of the City Administrator,
- 4.3 At any time during the probationary period referred to in 4.1, a promoted or reassigned Employee may be demoted, reassigned or terminated at the discretion of the City

Administrator, subject to approval of the City Council.

ARTICLE 5. HOLIDAY LEAVE

5.1 The following holidays shall be paid holidays for all Employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	
Christmas Day	December 25

5.2 A paid holiday falling on Sunday will be observed on the following Monday, and one falling on Saturday will be observed on the preceding Friday.

ARTICLE 6. VACATION LEAVE

6.1 Employees shall accrue vacation leave compensated according to the following schedule:

Years of Service	Hours
1-4	120
5-9	144
10-14	160
15+	200

6.2 If an Employee retires, resigns or is terminated without receiving the vacation due him or her that year, he/she shall be paid for such vacation, not to exceed twice their annual allotment of accumulated vacation, provided that the employee has given two (2) weeks' notice of termination and if discharged such termination is not due to misconduct or dishonesty the part of the Employee.

6.3 Each Employee shall annually receive two (2) personal leave days. These days are to be taken when the Employee's workload permits and are not cumulative from year to year.

6.4 Employees shall be allowed to accumulate vacation and to have credited to them twice their annual vacation. Vacation may be taken in increments of one hour (minimum) to 25 working days (maximum). If 25 working days of vacation are used at one time, an Employee must work a minimum of two weeks before further vacation can be taken.

6.5 Employees who have accumulated a total of at least 120 vacation hours may cash out up to 40 hours of vacation one time per calendar year when they have used at least 40 hours of

vacation time in the 12 months preceding the date that they make the request for such cash out. The Employer will cash out vacation time in this section with the first regular payroll that is at least 3 calendar days after receipt of the Employee's request.

ARTICLE 7. SICK LEAVE

- 7.1 Employees shall be granted eight (8) hours of sick leave, with pay, for each month of service; unused sick leave to an Employee's credit shall be cumulative from one year to the next.
- 7.2 Sick leave may be used for reasons established in Employer policy.
- 7.3 An Employee entitled to receive weekly workers' compensation wage loss benefits who has accumulated sick leave benefits at the time of a compensable injury, shall be allowed to utilize accumulated sick leave benefits to supplement the difference between the workers' compensation wage loss payment and their average weekly wage at the time of the injury. Employees will only be allowed to utilize the sick leave accrued as of the date of injury.
- 7.4 Employees with seven (7) or more years of consecutive service with the Employer shall be granted, upon termination of employment with the Employer, the cash value of the accumulated total sick leave; computed at last current salary at time of severance, in accordance with the following schedule: seven (7) years, seventy (70%) percent; eight (8) years, eighty (80%) percent; nine (9) years, ninety (90%) percent; ten (10) years, one hundred (100%) percent. In the event an Employee with at least seven (7) years continuous service dies while so employed, his/her heirs as designated under the PERA plan shall be entitled to an amount equal to the percent of accrued sick leave benefits that said Employee would have earned under the termination clause (payable at the time of Employee's death). Termination and/or death benefits shall be limited to 900 hours in 1992 and thereafter. This Section shall be subject to the requirements set forth in Section 11.3.

The payout of sick leave specified in section 7.4 of this Agreement shall be placed in the Employee's Post-Retirement Health Care Savings Plan (HCSP) in accordance with all IRS regulations.

This payment shall be made within 45 days following the approval of the HCSP plan by MSRS or within 45 days of the Employee's separation date, whichever is later. If an Employee dies before any or all of the applicable payment is paid into the HCSP, the money cannot be placed into the HCSP. In this event, the payment shall be paid to the separating Employee's estate.

All Employees shall participate in the HCSP, unless they apply for and are approved by MSRS under a qualified exemption.

Employees can draw from their HCSP account in accordance with state law. Any description of the benefits is intended to be informational only. The management of contributed funds into the HCSP is the responsibility of the Employee and/or the investment option provider selected by the Employee. The Employer's only obligation is to deposit eligible sick leave/severance payment. The Employer has no other responsibility or obligations and no other claims can or shall be made against the Employer.

7.5 Employees will contribute 2% of their gross pay each payroll to their HCSP account.

ARTICLE 8. FUNERAL LEAVE

8.1 Employees may be allowed up to three (3) working days paid leave at the Employee's straight time rate in the event of death of a member of the Employee's immediate family. Such funeral leave will not be deducted from sick leave. The Employee's immediate family is defined as the Employee's child, father or father-in-law, grandfather, mother or mother-in-law, grandmother, grandchildren, sister or sister-in-law, brother or brother-in-law, spouse, stepchildren, stepparents, and a member of the Employee's own immediate household. Any persons not listed is up to the discretion of the Supervisor for the Employee to use funeral leave. It is understood that payment under the above provisions is only for a day or days when the Employee was scheduled to work and would have worked except for the death of such relative.

ARTICLE 9. JURY DUTY (COURT APPEARANCE) OR MILITARY DUTY

9.1 An Employee may be granted a leave of absence with pay for service upon a jury, appearance before a court, legislative committee or other body as a witness in a proceeding involving the Federal Government, the State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction by proper authority; or attendance in court in connection with his/her official duties.

ARTICLE 10. WORK SCHEDULE

10.1 The normal work week for full-time Employees shall be forty (40) hours. However, it is expected that Employees will provide the service necessary to carry out the responsibilities of their positions. Employees are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and shall not be entitled to accrue overtime or compensatory time for hours worked in excess of forty (40) hours per week.

10.2 The pay period system will provide twenty-six (26) pay periods per year with concurrent adjustments of accrued benefits.

10.3 Special Leave. Any Employee who is mentally or physically incapacitated to perform his/her duties, or who for any stated reason considered good by the City Administrator finds it necessary to absent himself/herself from his/her duties, may on written request approved by the City Administrator, be granted special leave of absence without pay for a period not to exceed one year. Such request shall be submitted in writing stating the reason why such absence is desired and the date of his/her return. The Employee granted a special leave shall be reinstated in the same position as he/she held when the special leave was granted. Special leaves may be reviewed after one year by the City Administrator and if mutually agreed upon by both parties, an extension may be granted.

10.4 Reinstatement. Any Employee who has been given a special leave of absence or layoff in accordance with this Contract shall be eligible for reinstatement or recall to the same position from which the leave of absence or layoff took place in the event the Employer elects to fill that position.

ARTICLE 11. INSURANCE

- 11.1 Health Insurance. In calendar years 2026, 2027, and 2028, the Employer will pay up to the following amounts monthly towards insurance premiums for calendar years 2026, 2027 and 2028, respectively, for Employees for either the single or family coverage chosen by the Employee within the health insurance plan offered by the Employer: (i) for single coverage, \$676.95 in 2026, \$710.79 in 2027, and \$746.43 in 2028; and (ii) for family coverage, \$1,849.14 in 2026, \$1,941.60 in 2027, and \$2,038.68 in 2028. In addition, in calendar years 2026, 2027, and 2028, the Employer will deposit into the Employee's H.S.A. the amount of \$250.00 each month for those enrolled in the single plan, and \$500.00 each month for those enrolled in the family plan, chosen by the Employee within the H.S.A. plan offered by the Employer. If the annual deductible for the H.S.A. plan is greater than the annual contribution limit on health savings accounts, the difference will be paid to the Employee or their healthcare provider. If an Employee in the H.S.A. plan experiences a hardship during the year, the Employee may appeal in writing to the City Administrator for the Employer's full annual contribution to be deposited into the Employee's health savings account.
- 11.2 The Employer agrees to pay for a long-term disability program for such Employees comparable to what is now in effect.
- 11.3 Employees who retire may continue to participate in the Employer's health insurance group in accordance with the provisions of Minnesota Statute § 471.61, subd. 2b. An Employee who elects to continue to participate in the Employer's health insurance group after retirement shall be responsible for paying the full premium.
- Payout of sick leave/severance to eligible Employees shall be in accordance with Article 7.4 of the collective bargaining agreement. Such payout shall be placed in the Employees' Health Care Savings Plan in accordance with all IRS regulations.
- This payment shall be made within 45 days following the Employee's termination date, whichever is greater. If an Employee dies before any or all of the applicable severance is paid into the HCSP, the money cannot then be received by the HCSP. In this event, the severance payment shall be paid to the retiring Employee's estate.
- 11.4 The Employer agrees to pay for a \$50,000 life insurance program for the Employees. The Employer will provide additional term life insurance solely at Employee cost, subject to individual participation approval by the insurance carrier.
- 11.5 If there is sufficient participation interest within the Employer, the Employer will provide the options for a dental insurance program solely at Employee cost.
- 11.6 Affordable Care Act. In the event the health insurance provisions of this Contract fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Employees covered by this Contract will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 12. COMPUTING SALARIES

- 12.1 In calendar years 2026, 2027, and 2028, respectively, employees will be paid base pay as established in employer’s base pay schedule for the respective calendar year.
- 12.2 Salary adjustments may be approved during the Contract year when an Employee is assigned major new responsibilities on his/her job description. When job duties are assigned which would be greatly different and the Employee assumes major new responsibilities, the City Administrator and Human Resource Director shall review this matter at the time a major change is made in the job description for the Employee and the salary adjustment made when the Employee assumes the new major responsibilities.

ARTICLE 13. RECLASSIFY POSITION CLASSIFICATIONS

- 13.1 The Employer reserves the right to reclassify position classifications to reflect changes in job responsibilities. All Employees who are promoted and/or transferred to a different position with the Employer shall retain all sick leaves, comp time, and vacation time. Employees shall not lose any sick leave, comp time, or vacation as a result of promotion or transfer.

ARTICLE 14. CLOTHING ALLOWANCE

- 14.1 The Employer shall annually provide a clothing allowance as a lump sum by no later than April 15 to the Police Captain up to eight hundred fifty dollars (\$850) in 2026, eight hundred seventy-five dollars (\$875) in 2027, and nine hundred dollars (\$900) in 2028. If necessary, the Department Head has the authority to order the Employee to replace his/her uniform or parts thereof.

The initial uniform shall consist of:

Parka	1	Trousers	2
Cap (winter)	1	Leather Goods	
Cap (summer)	1	Breast and Cap Badge	1
Jacket	1	Set of Hand Cuffs (Captain)	1
Shirts (winter)	2	Hand Gun (Captain)	1
Shirts (summer)	2	Name Tag	1

- 14.2 The Employer shall annually provide a clothing allowance as a lump sum by no later than April 15 to the following employees for up to the following amounts:

- Wastewater Superintendent: \$250
- Public Works Superintendent: \$250
- Deputy Fire Chief: \$800

ARTICLE 15. SAFETY (LAWSUIT)

- 15.1 The Employer shall provide through insurance coverage or otherwise, legal defense and indemnification to Employees in accordance with Minnesota statutes.

ARTICLE 16. WAIVER

- 16.1 The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Contract for the stipulated duration of this Contract. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms of this Contract, even though such terms or conditions may not have been within the knowledge or contemplation of either/or both parties at the time this contract was negotiated or executed.
- 16.2 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby superseded.

ARTICLE 17. SAVINGS CLAUSE

- 17.1 This Contract is subject to the laws of the United States, the State of Minnesota and the City of Willmar. In the event any provision of this Contract shall be determined to be contrary to law by a court of final jurisdiction or administrative ruling or in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Contract shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 18. DURATION

- 18.1 This Contract shall be in full force and effect from January 1, 2026 through December 31, 2028.

SUPERVISOR BARGAINING UNIT:

CITY OF WILLMAR:

CITY ADMINISTRATOR

MAYOR

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Willmar (“City” or “Employer”) and Willmar Supervisor Unit (“Union”).

Excerpts of the Employer’s base pay schedules in effect as of the latest date affixed to the signatures hereto for calendar years 2026, 2027 and 2028 are attached hereto for informational purposes only.

FOR THE CITY OF WILLMAR

WILLMAR SUPERVISOR UNIT

Date: _____

Date: _____

Grade	2026 Base Pay Schedule											
	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
HI	\$ 37.07	\$ 38.18	\$ 39.32	\$ 40.50	\$ 41.72	\$ 42.97	\$ 44.26	\$ 45.48	\$ 46.61	\$ 47.78	\$ 48.97	\$ 49.95
IJ	\$ 40.77	\$ 42.00	\$ 43.25	\$ 44.55	\$ 45.88	\$ 47.27	\$ 48.68	\$ 50.02	\$ 51.27	\$ 52.55	\$ 53.87	\$ 54.94
JK	\$ 44.85	\$ 46.19	\$ 47.58	\$ 49.01	\$ 50.48	\$ 51.99	\$ 53.55	\$ 55.03	\$ 56.40	\$ 57.81	\$ 59.26	\$ 60.44
KL	\$ 47.09	\$ 48.50	\$ 49.96	\$ 51.46	\$ 53.00	\$ 54.59	\$ 56.23	\$ 57.78	\$ 59.22	\$ 60.70	\$ 62.22	\$ 63.46

Grade	2027 Base Pay Schedule											
	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
HI	\$ 38.36	\$ 39.51	\$ 40.70	\$ 41.92	\$ 43.18	\$ 44.47	\$ 45.81	\$ 47.07	\$ 48.24	\$ 49.45	\$ 50.69	\$ 51.70
IJ	\$ 42.19	\$ 43.47	\$ 44.77	\$ 46.11	\$ 47.49	\$ 48.92	\$ 50.39	\$ 51.77	\$ 53.07	\$ 54.39	\$ 55.76	\$ 56.87
JK	\$ 46.42	\$ 47.81	\$ 49.25	\$ 50.72	\$ 52.24	\$ 53.81	\$ 55.43	\$ 56.95	\$ 58.37	\$ 59.83	\$ 61.33	\$ 62.56
KL	\$ 48.74	\$ 50.20	\$ 51.71	\$ 53.26	\$ 54.86	\$ 56.50	\$ 58.20	\$ 59.80	\$ 61.29	\$ 62.83	\$ 64.40	\$ 65.68

Grade	2028 Base Pay Schedule											
	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
HI	\$ 39.71	\$ 40.90	\$ 42.12	\$ 43.39	\$ 44.69	\$ 46.03	\$ 47.41	\$ 48.71	\$ 49.93	\$ 51.18	\$ 52.46	\$ 53.51
IJ	\$ 43.67	\$ 44.99	\$ 46.33	\$ 47.73	\$ 49.15	\$ 50.63	\$ 52.15	\$ 53.59	\$ 54.92	\$ 56.29	\$ 57.71	\$ 58.86
JK	\$ 48.04	\$ 49.48	\$ 50.97	\$ 52.50	\$ 54.07	\$ 55.70	\$ 57.37	\$ 58.94	\$ 60.42	\$ 61.93	\$ 63.48	\$ 64.75
KL	\$ 50.45	\$ 51.96	\$ 53.52	\$ 55.12	\$ 56.78	\$ 58.48	\$ 60.23	\$ 61.89	\$ 63.44	\$ 65.02	\$ 66.65	\$ 67.98

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Willmar (“City” or “Employer”) and Willmar Supervisor Unit (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”); and

WHEREAS, the Employer and Union desire to establish City’s monthly health insurance contributions for employee+children and employee+spouse for health insurance coverage in 2026.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

Article 1. City Health Insurance Contributions for 2026

The Employer will pay up to the following amounts monthly towards insurance premiums for calendar year 2026 for Employees for either the employee+children or employee+spouse coverage chosen by the Employee within the health insurance plan offered by the Employer: (i) for employee+children coverage, \$1,255.26; and (ii) for employee+spouse coverage, \$1,387.23.

In addition, in calendar year 2026, the Employer will deposit into the Employee’s HSA the amount of \$500.00 each month for those enrolled in either the employee+children or employee+spouse coverage, chosen by the Employee within the HSA plan offered by the Employer.

Article 2. Entire Understanding

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the

Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOU is effective the latest date affixed to the signatures below.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

FOR THE CITY OF WILLMAR

WILLMAR SUPERVISOR UNIT

Date: _____

Date: _____



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Approve AFSCME - General Labor Agreement		

RECOMMENDED ACTION:

Motion by _____ and second by _____ to Approve the AFSCME General Unit 2026- 2028 labor agreement and attached MOU's

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Approving AFSCME General Unit Agreement and MOUs
2. Willmar-AFSCME (General) 26-28 Labor Agreement 020726
3. Willmar-AFSCME (General) MOU re Gity 2026 HI Contributions for New Coverages 020726

CITY OF WILLMAR
RESOLUTION NO.

**APPROVING LABOR AGREEMENT AND MEMORANDUMS OF UNDERSTANDING
BETWEEN THE CITY OF WILLMAR AND AFSCME GENERAL UNIT**

WHEREAS, AFSCME General Unit. is the exclusive representative for certain City of Willmar employees;

WHEREAS, the current labor agreement between the City of Willmar and AFSCME General Unit. expired on December 31, 2025;

WHEREAS, the City of Willmar and AFSCME General Unit met and negotiated over the terms of the new labor agreement and memorandum of understanding for city health insurance contributions for 2026, respectively, between the parties;

WHEREAS, the parties reached a tentative agreement on the terms of the new labor agreement and memorandums of understanding; and

WHEREAS, the Public Employment Relations Act requires that the City of Willmar execute a labor agreement and memorandums of understanding and implement them in the form of a resolution.

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

1. The Labor Agreement between City of Willmar and AFSCME General Unit for January 1, 2026 through December 31, 2028, which is attached hereto and incorporated herein by reference in its entirety, is approved.
2. The Memorandums of Understandings between City of Willmar and AFSCME General Unit, which are attached hereto and incorporated herein by reference in their entirety, are approved
3. The Mayor and City Administrator must execute the agreement and memorandums of understanding
4. The City of Willmar must implement the agreement and memorandums of understanding.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 17th day of February 2026

City Clerk

Mayor

LABOR AGREEMENT
BETWEEN
THE CITY OF WILLMAR
AND
AFSCME COUNCIL NO. 65
LOCAL 559 - GENERAL UNIT

2026-2028
January 1, 2026 - December 31, 2028

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**LABOR AGREEMENT
BETWEEN
THE CITY OF WILLMAR AND
AFSCME COUNCIL NO. 65
LOCAL 559 - GENERAL UNIT**

ARTICLE 1 - PURPOSE OF AGREEMENT

The AGREEMENT, made and entered into by and between the City of Willmar, a municipal corporation, incorporated under the laws of the State of Minnesota (hereafter referred to as the "EMPLOYER"), and the AFSCME Council No. 65, Local 559, General Unit, (hereafter referred to as the "UNION"). The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment.
- 1.2 Achieve and maintain sound harmonious and mutually beneficial working and economic relations between the parties.
- 1.3 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.4 Specify the full and complete understanding of the parties.
- 1.5 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative pursuant to PELRA for the appropriate bargaining unit consisting of job classifications outlined in Appendix A, whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35%) percent of the normal work week and sixty-seven (67) work days per year.

ARTICLE 3 - UNION SECURITY

- 3.1 In recognition of the Union as the Exclusive Representative:

- 3.1.1 The Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.
- 3.1.2 The Union shall provide the formula or schedule to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The Employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.
The Employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3.
- 3.2 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 3.3 The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued by employee against Employer, its officers or employees, as a result of any action taken or not taken by the Employer under the provisions of the Article.
- 3.4 Except for two bargaining unit employees selected by the Union from different departments, no employee shall be paid by the Employer for hours spent (during normal working hours) in negotiation sessions.
- 3.5 The Employer will provide AFSCME Council No. 65 space on any existing or proposed work-site bulletin boards for the purpose of displaying group materials, notices and other materials relevant to the bargaining group and employees.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The Union, its officers or agents or any employees covered by this Agreement agrees that during the life of this Agreement it will not cause, encourage, condone, suggest or cooperate, participate in or support any strike, slow down, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment,

regardless of the reason for so doing; other interruption of or interference with the normal functions of the Employer.

- 4.2 Any employee who engages in an unlawful strike may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his duties without permission from his/ her Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but the employee shall be on probation for two years with respect to such Civil Service status, tenure of employment, or contract of employment, as he/she may have theretofore been entitled.
- 4.5 No employee shall be entitled to any daily pay, wages, accumulated vacation and sick leave, or per diem for the days on which he/she engaged in a strike.
- 4.6 The Employer will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all employees, facilities and equipment; to establish functions and programs; to set up and amend budgets, to determine the utilization of technology to establish and modify the organizational structure; to select and determine the number of personnel by which such operations and services are to be conducted; to assign and transfer employees, to establish work schedules and to assign overtime; to promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement.

- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.
- 5.3 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided it does not result in the layoff of employees performing the specific work functions that are being contracted out. In the event the Employer elects to subcontract bargaining unit work which will result in the layoff of current bargaining unit employees, the Employer will provide the Union ten (10) days written notice and the opportunity to meet and negotiate the impact on laid off employees.

ARTICLE 6 - NON-DISCRIMINATION

- 6.1 The provisions of this Agreement shall be applied equally by the Employer and the Union to all employees without discrimination as to age, sex, marital status, national origin, political affiliation, or membership in the Union.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 **DEFINITION OF GRIEVANCE.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **UNION REPRESENTATIVES.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 7.3 **PROCESSING OF A GRIEVANCE.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is

investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 PROCEDURE. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within ten (10) working days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the employee and Union representative and/or steward shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The Department Head shall discuss the grievance within five (5) working days with the employee and Union representative and/or steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head, the employee and the Union representative and/or steward. If no settlement is reached, the Department Head shall give the Employer's written answer to the employee and Union representative and/or steward within five (5) working days following their meeting and shall also forward a copy to the Labor Relations Committee and City Administrator.

Step 2 If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the employee in writing to the City Administrator within ten (10) working days after the designated Department Head's answer in Step 1 is due. A meeting or discussion between the City Administrator and the employee and Union representative and/or steward shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the City Administrator, the employee and Union representative and/or steward. If no settlement is reached, the City Administrator shall give the Employer's written answer to the employee within five (5) working days following the meeting.

Step 3 If the grievance is not settled in Step 2 and the employee desires to appeal, it shall be referred by the employee in writing to the Labor Relations Committee within ten (10) working days after the City Administrator's answer in Step 2. A meeting or discussion between the Labor Relations Committee and the employee and Union representative and/or steward shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Chairman of the Labor Relations Committee, the employee and Union representative and/or steward. If no settlement is reached, the Labor Relations Committee shall give the Employer's written answer to the employee within five (5) working days following the meeting.

Step 4 If the grievance is not settled in Step 3 and the Union desires to appeal, it shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and Union shall endeavor to select a mutually-acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of five (5) names within ten (10) working days following receipt of the Employer's answer in Step 3. The parties shall alternately strike names from a list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

- 7.5 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and employee in each step,

which extension shall not be unduly withheld by either party. The term "working days" shall mean the days Monday through Friday, excluding holidays.

- 7.6 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.7 CHOICE OF REMEDY. If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the Union and aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is

not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - DEFINITIONS

- 8.1 Union: AFSCME Council No. 65, Local 559, General Unit.
- 8.2 Employer: The City of Willmar.
- 8.3 Union Member: A member of AFSCME Council No. 65, Local 559, General Unit.
- 8.4 Employee: A member of the exclusively recognized bargaining unit.
- 8.5 Probationary Employee: Employee who has not completed the probationary period.
- 8.6 Regular Employee: Employee who has completed the probationary period.
- 8.7 Seniority: Length of continuous service with the Employer.
- 8.8 Base Pay: The employee's base rate of pay specified in the employer's base pay schedule.
- 8.9 Severance Pay: Payment made to an employee pursuant to 19.4.
- 8.10 Overtime: Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 8.11 Compensatory Time: Time off the employee's regularly scheduled work schedule with pay, that is in lieu of cash overtime.
- 8.12 Call Back: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of an early report to an assigned shift is not a call back.
- 8.13 Strike: Consented action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or rights, privileges or obligations of employment.

ARTICLE 9 - WORK SCHEDULES

- 9.1 The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 8:00 a.m. to 4:30 p.m. day. The Employer will give two hours advance notice to the employees affected by the establishment of work days different from the employees' normal eight (8) hour work day unless an emergency exists.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, or breakdown of equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, such employee has an obligation to work overtime or call backs if requested.
- 9.4 Services to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 9.5 All employees shall receive two (2) fifteen (15) minute rest periods at each eight (8) hour shift at times designated by their supervisor.

ARTICLE 10 - OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift change) or more than forty (40) hours within seven (7) day period will be compensated for one and one-half (1 1/2) time actual work time.
- 10.1.1 Compensatory time is to be used during slack periods when it will not jeopardize the service, and subject to the approval and direction of the supervising authority; when requested by the employee, limited amounts of compensatory overtime may be granted for the convenience of the employee, provided it is approved by the supervisor. Compensatory overtime may be banked up to a maximum of eighty (80) hours by mutual agreement.
- 10.2 Overtime pay shall start after eight (8) hours on the job in a twenty-four (24) hour day. Employees will not be required to leave after an early eight (8) hour shift for the

purposes of avoiding overtime payment if there is sufficient work to be done which subsequently can be completed during the employee's remaining regular shift.

ARTICLE 11 - CALL BACK

An employee called in for work at a time other than his normal scheduled shift will be compensated for the minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay.

ARTICLE 12 - DISCIPLINE

The Employer will discipline employees who have completed the required probationary period only for just cause.

ARTICLE 13 – SENIORITY AND LAYOFF

- 13.1 Seniority shall be defined as an employee's length of continuous service with the Employer since the employee's last date of hire. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, death, absence from work for three days without notification to the Employer or failure to return when recalled from a layoff.
- 13.2 The Employer shall provide fourteen (14) days written notice of layoff. In the event of a layoff within a department, employees will be laid off beginning with the least senior, provided all temporary and seasonal employees within the bargaining unit have been laid off first and except where more senior employees do not meet the minimum qualifications to perform the work involved.
- 13.3 Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. The recalled employee must respond and report to work within ten (10) calendar days of notice of recall. An offer of recall returned by the Post Office shall constitute refusal of the recall offer. Failure to respond on time to a recall shall constitute refusal of the offer.
- 13.4 Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the immediate ability to perform the work of the position. Refusal or failure to accept

recall for a position for which the employee meets the minimum qualifications shall terminate all right to recall.

- 13.5 Recall rights shall cease one (1) year after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or rehired employees will serve a twelve (12) month probationary period. In the event an employee is off work for a period of thirty (30) days or more during the probationary period, the probationary period may be extended to twelve (12) full months of actual work.
- 14.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.
- 14.3 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.
- 14.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer at his/her former rate of pay.

ARTICLE 15 - SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.

ARTICLE 16 - JOB POSTING

- 16.1 The Employer and the Union agree that regular job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that employee:
- A. Has the necessary qualifications to meet the standards of the job vacancy; and
 - B. Has the ability to perform the duties and responsibilities of the job vacancy.
- 16.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 14 (Probationary Period).

- 16.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.
- 16.4 The Employer at its sole discretion may elect to give first consideration to employees for inter-departmental transfer or in hiring to fill vacancies outside of the bargaining unit.
- 16.5 Temporary positions created by the need to fill leaves of absence and projected to exist more than thirty (30) days, shall be posted within the bargaining group.

ARTICLE 17 - HOLIDAY LEAVE

17.1 Employees shall be granted the following Holidays off with pay:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	December 25

- 17.2 Any scheduled holiday falling on Saturday will be observed the preceding Friday. Any scheduled holiday falling on Sunday will be observed the following Monday.
- 17.3 Employees who are scheduled to work on a paid holiday shall be paid one and one-half (1 1/2) times their base pay for all such hours worked and in addition shall have the option of receiving holiday pay or the next regular scheduled work day off in lieu of said holiday pay. Employees who are called back to work on a paid holiday shall be paid two (2) times their base pay rate for all hours worked and in addition shall have the option of receiving holiday pay or the next regular scheduled work day off in lieu of said holiday.
- 17.4 An employee must be on pay status the last scheduled work day before and the first scheduled work day following a holiday in order to be eligible for holiday pay.

ARTICLE 18 - VACATION LEAVE

18.1 Full-time employees shall be eligible for vacation leave and may use vacation time during the probationary period.

18.2

A. From the beginning of continuous employment, each employee shall accrue and be granted vacation at the following rates:

Years	Vacation Time
1 – 4 years	120 hours
5 – 9 years	144 hours
10 – 14 years	160 hours
15+ years	200 hours

B. Vacation leave will be prorated for part-time employees.

18.3 Vacation leave will be accrued to a total not to exceed 240 hours at all vacation steps and may be taken, pursuant to departmental policy and regulations in the month subsequent to its accrual. Employees shall use vacation leave in amounts of not less than 15 minutes or even multiples thereof. An employee who has accumulated more than the amount of vacation that employee is eligible to accrue annually pursuant to Section 18.2 (B) shall utilize vacation annually in at least one block of 40 hours. The balance of accumulated vacation may be utilized in not less than fifteen (15) minute increments or even multiples thereof.

18.4 In the event an employee's services are terminated in good standing, said employee shall be paid for accumulated vacation hours, provided that the employee has given two weeks' notice of termination.

18.5 Vacation requests shall be considered on the first notice by seniority basis until May 1 of each year; after May 1 requests shall be on a first notice basis.

18.6 In the event of an emergency, the Department Head may cancel or interrupt any vacation or compensatory time scheduled for an employee.

18.7 Employees who have accumulated a total of at least 120 vacation hours may cash out up to 40 hours of vacation or transfer 40 hours of vacation into their sick bank one time per calendar year when they have used at least 40 hours of vacation time in the 12 months preceding the date that they make the request for such cash out. The

Employer will cash out vacation time in this section with the first regular payroll that is at least 3 calendar days after receipt of the Employee's request.

- 18.8 If an employee is promoted or transferred into any position in the bargaining unit, the accrued vacation leave will follow the employee to the new position.

ARTICLE 19 - SICK LEAVE

- 19.1 Employees shall be granted one day (8 hours) of sick leave with pay for each month of service; unused sick leave to an employee's credit shall be cumulative from one year to the next to a total of one thousand, one hundred twenty (1,120) hours. A doctor's certificate may be required for sick leave of three (3) days (24 hours) or more. Sick leave will be prorated for part-time employees. Employees may use accumulated sick leave during the probationary period. If an employee is promoted or transferred into any position in the bargaining unit, the accrued sick leave will follow the employee to the new position.
- 19.2 Employees receiving workers compensation benefits shall not be charged for any sick leave and absences resulting from work-related accidents until ninety (90) days have expired from the date of the initial claim. At that point, in the event an employee is claiming both workers compensation and regular pay at the same time, the employee's base pay less workers compensation shall be charged against the employee's sick leave. Any employee injured on the job shall be requested to make a complete report to his/her supervisor immediately.
- 19.3 Employees with seven (7) or more years of continuous service, leaving the Employer in good standing and providing advance notice will receive a percentage of their sick leave balance. Employees must provide at least two weeks' notice prior to their last day or work to receive a distribution of their accumulated sick time.
- Employees with seven (7) or more years of continuous service with the Employer will receive, upon termination of employment with the Employer, an amount equivalent to their accumulated total sick leave; computed at last current salary at time of separation, in accordance with the following schedule: seven (7) years, seventy percent (70%); eight (8) years, eighty percent (80%); nine (9) years, ninety percent (90%); ten (10) years, one hundred percent (100%).

In the event an Employee with at least seven (7) years continuous service dies while so employed, their heirs as designated under the PERA plan shall be entitled to an amount equal to the percent of accrued sick leave benefits that said Employee would have earned under the preceding paragraph (payable at the time of Employee's death).

Benefits specified in this section shall be limited to nine hundred (900) hours.

19.4 Sick Leave Hours and Retirement

1. Employees will participate in the Health Care Savings Plan (HCSP) administered by Minnesota State Retirement System (MSRS) established under Minnesota Statutes, section 352.98 and as described in the MSRS Trust and Plan Documents. The payout of sick leave specified in section 19.3 of this Agreement shall be placed in the Employee's Post-Retirement Health Care Savings Plan (HCSP) in accordance with all IRS regulations

2. This payment shall be made within 45 days following the approval of the HCSP plan by MSRS or within 45 days of the Employee's separation date, whichever is later. If an Employee dies before any or all of the applicable payment is paid into the HCSP, the money will not be placed into the HCSP. In this event, the payment shall be paid to the separating Employee's estate.

3. All Employees shall participate in the HCSP, unless they apply for and are approved by MSRS under a qualified exemption.

ARTICLE 20 – BEREAVEMENT LEAVE

20.1 Employees shall be allowed up to three (3) working days bereavement leave paid for by the Employer at the employee's base rate of pay upon the death of a member of the employee's immediate family. Bereavement leave days will not be deducted from vacation or sick leave. The employee's immediate family is to be defined as the employee's child, sibling, father or father-in-law, grandfather, mother or mother-in-law, grandmother, sister/brother-in-law, spouse, grandchildren, stepchildren, stepparents, or a member of the employee's own immediate household. Any persons not listed is up to the discretion of the City Administer or Supervisor for the Employee

to use bereavement leave. Bereavement Leave is only for a day or days when the employee was regularly scheduled to work

ARTICLE 21 – JURY DUTY – COURT APPEARANCE

- 21.1 Upon approval of a Department Head, an employee may be granted a leave of absence with pay for service upon a jury, appearance before a court, legislative committee or other body as a witness in a proceeding involving the Federal Government, the State of Minnesota or a political subdivision thereof, in response to a subpoena or other direction by proper authority; or attendance at court in connection with his/her official duties.
- 21.2 Any employee serving on jury duty outside his/her normal work shift will work his/her regular schedule and will retain his/her full jury pay in addition to his/her regular pay.

ARTICLE 22 – MISCELLANEOUS

- 22.1 The job classifications covered by this Agreement and the minimum, maximum and intervening rates of pay applicable to each are set forth in “Appendix A” which is attached hereto and made a part of this Agreement. Compensation shall be paid on the basis of twenty-six (26) pay periods per year. Normally, newly hired employees shall be paid at the first step of the wage schedule and progress to the next step on their anniversary date of employment. However, new employees may be granted credit for applicable education, training and/or experience. Except in unusual circumstances, a newly hired employee’s beginning rate of pay will not exceed the pay rate of any existing employee in the same job classification. Job classification list will be reviewed for completeness and accuracy as to positions added or deleted and reclassified since ratification of last Agreement.
- 22.2 Employees move to the next step on their anniversary date of the change in classification.
- 22.3 Promotions and Reclassifications:
Upon reclassification or promotion, an employee shall be placed on the minimum step of the new range or the step on the new range which will provide a four (4.0%) percent wage increase, whichever is greater. Reclassification does not change the employee’s

step increase date. A promotion to a higher salary grade will result in the employee's salary step increase date changing to the date of entry into the higher paid classification. At any time during the first 30 days in a promoted or reassigned position, the Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the Employer at his/her former rate of pay. The Employee may also decide to move back to his/her previous position/salary within the first 30 days.

- 22.4 Health Insurance. In calendar years 2026, 2027 and 2028, the Employer will pay up to the following amounts monthly towards insurance premiums for calendar years 2026, 2027 and 2028, respectively, for Employees for either the single or family coverage chosen by the Employee within the health insurance plan offered by the Employer: (i) for single coverage, \$676.95 in 2026, \$710.79 in 2027, and \$746.43 in 2028; and (ii) for family coverage, \$1,849.14 in 2026, \$1,941.60 in 2027, and \$2,038.68 in 2028. In addition, in calendar years 2026, 2027, and 2028, the Employer will deposit into the Employee's H.S.A. the amount of \$250.00 each month for those enrolled in the single plan, and \$500.00 each month for those enrolled in the family plan, chosen by the Employee within the H.S.A. plan offered by the Employer. If the annual deductible for the H.S.A. plan is greater than the annual contribution limit on health savings accounts, the difference will be paid to the Employee or their healthcare provider. If an Employee in the H.S.A. plan experiences a hardship during the year, the Employee may appeal in writing to the City Administrator for the Employer's full annual contribution to be deposited into the Employee's health savings account.
- 22.5 The Employer will provide fifty thousand (\$50,000) dollar non-contributory life insurance and long-term disability insurance for each full-time employee, in accordance with current contract policy.
- 22.6 Employees at the Wastewater Treatment Facility will be assigned from Tuesday until the next Tuesday to a rotating standby schedule as established by the Superintendent. One employee will be scheduled to standby from 7:00 a.m. on Tuesday until the following Tuesday, one week later at 7:00 a.m. It will be this employee's obligation to answer promptly any and all alarms received by him/her from the Facility during those hours between 3:30 pm and 7:00 am for each day of the seven-day week for the

standby schedule. The employee shall receive additional pay for each and every call-out at the applicable overtime rate for this employee in accordance with Article 11. Standby duty pay for Wastewater Treatment Facility employees shall be three (3) hours per day or twenty-one (21) hours per week at his/her regular pay rate.

- 22.7 Any additional employees called out by the Superintendent that assist the standby employee shall be compensated on the normal basis of call-back with a minimum of two (2) hours pay at the overtime rate as provided for in Article 11 of this contract.
- 22.8 Permanent part-time employees who work a minimum of thirty (30) hours per week shall receive full health insurance benefits. If the employee elects dependent coverage, the Employer's contribution shall be on a pro rata basis. Full employee coverage shall also extend to life insurance programs if allowed by policy underwriters. Vacation, sick leave and holiday leave computed on actual hours worked.
- 22.9 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to penalty, tax or fine, the Union and the Employer will meet immediately to negotiate over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.
- 22.10 Annual clothing allowance up to two hundred dollars (\$200) in each 2026 and 2027 and two hundred twenty-five dollars (\$225) in 2028 will be provided as a lump sum no later than April 15 to bargaining unit employees in the Wastewater Treatment Plant, Building Inspection, and Building Maintenance Technician,.
- 22.11 Dental insurance at the employee cost is available.

ARTICLE 23 – WAIVER

- 23.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 23.2 The parties mutually acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law

from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of the Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 24 – SAVINGS CLAUSE

24.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Willmar. In the event any provision of this Agreement shall be determined to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided, or administrative ruling or in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 25 – DURATION AND EFFECTIVE DATE

25.1 This Agreement shall be effective as of January 1, 2026, and shall remain in full force and effect through and including December 31, 2028 subject to the rights on the part of the Employer or the Union to reopen this Agreement by written notice to the other party not later than October 1, 2028. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

25.2 In the event such written notice is given and a new Agreement is not signed before the expiration date of the old Agreement, then said Agreement is to continue in force until a new Agreement is signed. It is mutually agreed by both parties hereto that in event of such notice each article of this Agreement not referred to in such notice shall remain in full force and effect throughout the subsequent Agreement's year(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2026.

CITY OF WILLMAR

AFSCME COUNCIL NO. 65
LOCAL 559, GENERAL UNIT

MAYOR

UNION REPRESENTATIVE

CITY ADMINISTRATOR

UNION STEWARD

UNION STEWARD

APPENDIX A

Job Classification	Pay Grade
Accounting Clerk	CD
Administrative Assistant – Fire Department	CD
Administrative Assistant – Planning and Development	CD
Administrative Assistant -Public Works	CD
Administrative Assistant – Recreation	CD
Administrative Assistant – Receptionist	CD
Building Inspector	EF
Building Maintenance Technician	BC
Building Official	GH
Building Equipment Maintenance Worker – FD	BC
Cable Coordinator	DE
City Planner	FG
Clerk – Police Department	CD
Community Center Manager	EF
Environmental Specialist	FG
Information Systems Technician	EF
Economic and Community Development Specialist	EF
Multimedia Technician	BC
Recreation Coordinator	DE
Recreation Facilities Coordinator	DE
Rental Housing Inspector	DE
Wastewater Foreman	GH
Wastewater Lab Assistant Technician/Safety Coordinator	DE
Wastewater Lab Technician	FG
Wastewater Lift Station Mechanic	DE
Wastewater Maintenance Mechanic	DE
Wastewater Operator	CD

Grade	2026 Base Pay Schedule											
	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
BC	\$ 23.59	\$ 24.30	\$ 25.03	\$ 25.78	\$ 26.55	\$ 27.35	\$ 28.17	\$ 28.94	\$ 29.67	\$ 30.41	\$ 31.17	\$ 31.79
CD	\$ 25.95	\$ 26.73	\$ 27.53	\$ 28.36	\$ 29.21	\$ 30.08	\$ 30.98	\$ 31.84	\$ 32.63	\$ 33.45	\$ 34.28	\$ 34.97
DE	\$ 28.54	\$ 29.40	\$ 30.28	\$ 31.19	\$ 32.13	\$ 33.09	\$ 34.08	\$ 35.02	\$ 35.90	\$ 36.79	\$ 37.71	\$ 38.47
EF	\$ 30.54	\$ 31.46	\$ 32.40	\$ 33.37	\$ 34.38	\$ 35.41	\$ 36.47	\$ 37.47	\$ 38.41	\$ 39.37	\$ 40.35	\$ 41.16
FG	\$ 32.68	\$ 33.66	\$ 34.67	\$ 35.71	\$ 36.78	\$ 37.88	\$ 39.02	\$ 40.09	\$ 41.10	\$ 42.12	\$ 43.18	\$ 44.04
GH	\$ 34.96	\$ 36.02	\$ 37.10	\$ 38.21	\$ 39.35	\$ 40.54	\$ 41.76	\$ 42.90	\$ 43.97	\$ 45.07	\$ 46.20	\$ 47.12

Grade	2027 Base Pay Schedule											
	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
BC	\$ 24.42	\$ 25.15	\$ 25.90	\$ 26.68	\$ 27.48	\$ 28.30	\$ 29.15	\$ 29.96	\$ 30.70	\$ 31.47	\$ 32.26	\$ 32.90
CD	\$ 26.86	\$ 27.66	\$ 28.49	\$ 29.35	\$ 30.23	\$ 31.13	\$ 32.07	\$ 32.95	\$ 33.77	\$ 34.62	\$ 35.48	\$ 36.19
DE	\$ 29.54	\$ 30.43	\$ 31.34	\$ 32.28	\$ 33.25	\$ 34.25	\$ 35.28	\$ 36.25	\$ 37.15	\$ 38.08	\$ 39.03	\$ 39.81
EF	\$ 31.61	\$ 32.56	\$ 33.54	\$ 34.54	\$ 35.58	\$ 36.65	\$ 37.75	\$ 38.78	\$ 39.75	\$ 40.75	\$ 41.77	\$ 42.60
FG	\$ 33.82	\$ 34.84	\$ 35.88	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39	\$ 41.50	\$ 42.54	\$ 43.60	\$ 44.69	\$ 45.58
GH	\$ 36.19	\$ 37.28	\$ 38.40	\$ 39.55	\$ 40.73	\$ 41.96	\$ 43.22	\$ 44.40	\$ 45.51	\$ 46.65	\$ 47.81	\$ 48.77

Grade	2028 Base Pay Schedule											
	Steps											
	1	2	3	4	5	6	7	8	9	10	11	12
BC	\$ 25.27	\$ 26.03	\$ 26.81	\$ 27.61	\$ 28.44	\$ 29.30	\$ 30.17	\$ 31.00	\$ 31.78	\$ 32.57	\$ 33.39	\$ 34.06
CD	\$ 27.80	\$ 28.63	\$ 29.49	\$ 30.37	\$ 31.29	\$ 32.22	\$ 33.19	\$ 34.10	\$ 34.96	\$ 35.83	\$ 36.73	\$ 37.46
DE	\$ 30.58	\$ 31.49	\$ 32.44	\$ 33.41	\$ 34.41	\$ 35.45	\$ 36.51	\$ 37.51	\$ 38.45	\$ 39.41	\$ 40.40	\$ 41.21
EF	\$ 32.72	\$ 33.70	\$ 34.71	\$ 35.75	\$ 36.82	\$ 37.93	\$ 39.07	\$ 40.14	\$ 41.14	\$ 42.17	\$ 43.23	\$ 44.09
FG	\$ 35.01	\$ 36.06	\$ 37.14	\$ 38.25	\$ 39.40	\$ 40.58	\$ 41.80	\$ 42.95	\$ 44.02	\$ 45.12	\$ 46.25	\$ 47.18
GH	\$ 37.46	\$ 38.58	\$ 39.74	\$ 40.93	\$ 42.16	\$ 43.43	\$ 44.73	\$ 45.96	\$ 47.10	\$ 48.28	\$ 49.49	\$ 50.48

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Willmar (“City” or “Employer”) and American Federation of State, County and Municipal Employees Local No. 65 (“Union”) (General Unit).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”); and

WHEREAS, the Employer and Union desire to establish City’s monthly health insurance contributions for employee+children and employee+spouse for health insurance coverage in 2026.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

Article 1. City Health Insurance Contributions for 2026

The Employer will pay up to the following amounts monthly towards insurance premiums for calendar year 2026 for Employees for either the employee+children or employee+spouse coverage chosen by the Employee within the health insurance plan offered by the Employer: (i) for employee+children coverage, \$1,255.26; and (ii) for employee+spouse coverage, \$1,387.23.

In addition, in calendar year 2026, the Employer will deposit into the Employee’s HSA the amount of \$500.00 each month for those enrolled in either the employee+children or employee+spouse coverage, chosen by the Employee within the HSA plan offered by the Employer.

Article 2. Entire Understanding

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past

practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOU is effective the latest date affixed to the signatures below.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

CITY OF WILLMAR

**AFSCME COUNCIL NO. 65
LOCAL 559, GENERAL UNIT**

MAYOR

UNION REPRESENTATIVE

CITY ADMINISTRATOR

UNION STEWARD

UNION STEWARD

UNION STEWARD

Date _____

Date _____



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Shane Stefanick, Public Works Director
Item:	Professional Services Proposal: Airport Snow Removal Equipment Acquisition		

RECOMMENDED ACTION:

Adopt the resolution entering into a professional services agreement with Bolton and Menk, Inc. for the Snow Removal Equipment Acquisition project for the Willmar Municipal Airport in the amount of \$20,000.

OVERVIEW:

Bolton and Menk submitted a proposal for the Willmar Municipal Airport Snow Removal Equipment Acquisition project. The City has intended to acquire a new tractor equipped with a loader, blower, broom, and wing attachment to support snow removal operations at the Airport. The project will be delivered through a public bidding process with detailed specifications to meet FAA Buy American requirements and will include design, bidding, and grant administration services. The proposal, in the amount of \$20,000, includes design, bidding, and grant administration services associated with the project.

BUDGETARY/FISCAL ISSUES:

Federal	\$19,000
State	\$500
Local	\$500
Total Project	\$20,000

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Accept SVCS Bolton And Menk Airport SRE Acquisition
2. Bolton & Menk Airport SRE Acquisition Proposal

Resolution No. _____

**A RESOLUTION AWARDING WILLMAR MUNICIPAL AIRPORT SNOW REMOVAL ACQUISITION PROJECT
PROFESSIONAL SERVICES TO BOLTON AND MENK, INC. IN THE AMOUNT OF \$20,000.**

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 Bolton and Menk, Inc. of Willmar, MN for the Willmar Municipal Airport Snow Removal Equipment Acquisition project professional services 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 \$20,000.

Dated this 17th day of February, 2026

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

February 9, 2026

Ms. Leslie Valiant
City Administrator
City of Willmar
333 Southwest 6th Street
Willmar, MN 56201

RE: Willmar Municipal Airport (BDH)
Snow Removal Equipment (SRE) Acquisition
BMI Work Order No.3
Proposal for Professional Services

Dear Ms. Valiant,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Snow Removal Equipment (SRE) Acquisition project at the Willmar Municipal Airport.

Our understanding is that the City intends to acquire a new tractor equipped with a loader, blower, broom, and wing attachment to support snow removal operations at the airport.

To comply with current FAA Buy American requirements, the equipment must be procured through a public bidding process with detailed specifications included.

This proposal includes design, bidding, and grant administration services associated with the project.

SCOPE OF SERVICES:

TASK 1 SRE ACQUISITION:

1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, equipment requirements, finances, schedules, forms, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MnDOT, and other applicable agencies to complete the work elements in Task 1.

1.2 Project Meetings

Up to two (2) meetings with the city, FAA, and MnDOT are included. It is anticipated that these meetings will include appropriate city, FAA, and MnDOT personnel and be conducted virtually. Meetings will be scheduled as necessary for work items included in Task 1.

1.3 Prepare DBE Program Update

Since the project is anticipated to use more than \$250,000 of federal grant funds, the annual Disadvantaged Business Enterprise goals will be updated to reflect the current project. This task includes research of the current state highway certified DBE listings and area contractors to determine the availability of potential DBE contractors, preparation of preliminary construction estimates, and identification of potential DBE work items. The DBE goal work sheets will be finalized for Sponsor submittal to the FAA Civil Rights Office.

1.4 Prepare Preliminary Specifications and Cost Estimate

Consultant will assemble the technical specifications necessary for the intended work. Consultant will discuss with the sponsor the items to be included in the specifications. Standard FAA specifications will be utilized where possible. Additional specifications will include SAE ARP specifications for the SRE equipment desired. Specifications will detail that the equipment solicited for bid must meet the threshold for a Type 3 Buy American Waiver.

Consultant will assemble preliminary contract documents including Certification of Compliance with FAA Buy American Preference, instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

1.5 Final Specifications and Cost Estimate

Consultant shall submit 90% specifications and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

1.6 Prepare Final Bidding Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

1.7 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

1.8 Bid Assistance, Review, and Award

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the Sponsor.

1.9 Prepare Grant Application

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

1.10 Prepare Contract Manuals

Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

1.11 Acquisition Management

Consultant and Sponsor agree that construction engineering services furnished shall be to the extent necessary to determine compliance with project specifications, including necessary communication and cooperation with the supplier awarded the low bid. Consultant shall provide the low bidder the contact information for the FAA Buy American Representative and assist them through navigating the Buy American process. Services shall include coordination with the supplier as well as communication with the FAA as to the progress of the waiver documents.

1.12 Final Inspection and Documentation

The Consultant will document final delivery after purchase pending approval by FAA of the Buy American documents.

1.13 Project Closeout

Consultant shall prepare the FAA Project Financial Closeout Forms and Report and submit to the Sponsor for submittal at the conclusion of the project.

CONSIDERATION:

The services described above in this proposal shall be completed on a **LUMP SUM** basis of **\$20,000**.

The anticipated funding participation is as follows:

- Federal (95%): \$ 19,000.00
- State (2.5%): \$ 500.00
- Local (2.5%): \$ 500.00

SCHEDULE:

We anticipate the work can be performed according to the following schedule.

- Design: February – March 2026
- Bid Letting: April 2026
- Equipment Delivery: October – November 2026
- Project Closeout: February 2027

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,

Bolton & Menk, Inc.



Silas Parmar, P.E.

Aviation Project Manager

Authorization and acceptance of this letter proposal.

City of Willmar, Minnesota

Mr. Doug Reese
Mayor

Date



PROJECT FEE ESTIMATE

CLIENT:	City of Willmar, MN					DATE:	2/9/2026	
PROJECT:	Willmar Municipal Airport (BDH) - Snow Removal Equipment (SRE) Acquisition					PREPARED BY:	SP	
		Estimated Person Hours Required						
Task	Task Description	Senior Eng.	Project Eng.	Grad. Eng.	Surveyor	Avit. Planner	Admin.	Totals
1	SRE Acquisition							
1.1	Project Scoping	1	2	0	0	0	0	3
1.2	Project Meetings	2	4	0	0	0	0	6
1.3	Prepare DBE Program Update	0	4	0	0	0	8	12
1.4	Prepare Prelim. Specs., and Cost Est.	4	16	0	0	0	8	28
1.5	Prepare Final Specs., and Cost Est.	1	8	0	0	0	4	13
1.6	Prepare Final Bidding Documents	0	0	0	0	0	4	4
1.7	Pre-Bid and Bid Opening	0	4	0	0	0	2	6
1.8	Bid Assistance, Review, and Award	0	4	0	0	0	2	6
1.9	Prepare Grant Application	1	8	0	0	0	1	10
1.10	Prepare Contract Manual	0	0	0	0	0	4	4
1.11	Acquisition Management	2	14	0	0	0	4	20
1.12	Final Inspection and Documentation	1	4	0	0	0	1	6
1.13	Project Closeout	2	8	0	0	0	8	18
	Total Person Hours	14	76	0	0	0	46	136
	Direct Labor Rate	\$62.25	\$42.00	\$30.00	\$45.00	\$40.00	\$28.00	
	Total Direct Labor Cost	\$871.50	\$3,192.00	\$0.00	\$0.00	\$0.00	\$1,275.96	\$5,339.46
	Overhead Rate 2.257	\$1,966.98	\$7,204.34	\$0.00	\$0.00	\$0.00	\$2,879.84	\$12,051.16
	Subtotal Labor Cost							\$17,390.62
	Direct Expenses							
	Total Expenses							\$0.00
	Fixed Fee 15% x Subtotal Labor Cost							\$2,608.59
	Total Task 1							\$20,000.00



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.H.
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:	Willmar Township Fire Agreement		

RECOMMENDED ACTION:

Adopt the Resolution Authorizing the Mayor and City Administrator to Execute the Fire Agreement with Willmar Township for the period April 1, 2026, through March 31, 2027.

OVERVIEW:

Willmar 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.

	Willmar Township
2026	\$38,001.64 based on 97 firefighter hours accumulated in 2025
2025	\$49,420.50 based on 342 firefighter hours accumulated in 2024
2024	\$34,952.00 based on 145 firefighter hours accumulated in 2023
2023	\$26,976.16 based on 74 firefighter hours accumulated in 2022
2022	\$29,717.23 based on 91 firefighter hours accumulated in 2021
2021	\$31,838.72 based on 179 firefighter hours accumulated in 2020

BUDGETARY/FISCAL ISSUES:

\$38,001.64 for Willmar Township's fiscal year of which, \$19,000.82 is due April 1, 2026, and \$19,000.82 is due October 1, 2026.

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Resolution Willmar Township Contract 2026
2. Willmar Fire Contract 2026
3. Willmar Fire Cost 2026

RESOLUTION NO. _____

**A RESOLUTION APPROVING WILLMAR TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$38,001.64**

Motion By: _____ Second By: _____

WHEREAS Willmar 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 Willmar Township for the period April 1, 2026 through March 31, 2027, in the amount of \$38,001.64.

Dated this 17th day of February, 2026.

MAYOR

Attest:

CITY CLERK

AGREEMENT FOR FIRE DEPARTMENT SERVICE

THIS AGREEMENT, made this 1st day of April, 2026, by and between the City of Willmar, a municipal corporation of Kandiyohi County, Minnesota, hereinafter referred to as "City", and the Township of Willmar, 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 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 April 1, 2026, and terminating March 31, 2027, the Fire Department of the City will answer fire calls within the Township of Willmar 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 EIGHT THOUSAND ONE DOLLARS AND SIXTY FOUR CENTS (\$38,001.64) payable NINETEEN THOUSAND DOLLARS AND EIGHTY TWO CENTS, (\$19,000.82) on April 1, 2026, and NINETEEN THOUSAND DOLLARS AND EIGHTY TWO CENTS, (\$19,000.82) on October 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 cannot 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 day's 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 REESE, MAYOR

(S E A L)

BY: _____

LESLIE VALIANT, CITY ADMINISTRATOR

(S E A L)

In the Presence of:

TOWNSHIP OF WILLMAR

BY: _____

CHAIRMAN

(S E A L)

In the Presence of:

BY: _____

SUPERVISOR

(S E A L)



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.I.
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:	Kandiyohi Friends of NRA Minnesota Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Kandiyohi Friends of the NRA Minnesota Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Kandiyohi Friends of NRA Minnesota Lawful Gambling Application

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
 Page 1 of 3

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: Kandiyohi Friends of NRA Previous Gambling Permit Number: X

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 26-1277941

Mailing Address: PO Box 172

City: Spicer State: mn Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): Oscar Oakes

CEO Daytime Phone: 3202200122 CEO Email: ellinder@nrahq.on.org
(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 Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 240 23rd st Willmar MN 56201

Check one:

City: Willmar Zip: 56201 County: Kandiyohi

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 2-21-2026

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)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>City of Willmar</u></p> <p>Signature of City Personnel: <u><i>Joanee Jansen</i></u></p> <p>Title: <u>City Clerk</u> Date: <u>2/3/2026</u></p>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	
<p>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.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>	

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: *Oscar Oakes* Date: 1-31-2026

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

Print Name: Oscar Oakes

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>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.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <ul style="list-style-type: none"> — 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. <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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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 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.

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:	February 17, 2026	Agenda Item Number:	5.J.
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:	Sale of Low-Potency Hemp Edible Retail 2026 Registrations		

RECOMMENDED ACTION:

Approve the Sale of Low-Potency Hemp Edible Retail Registrations on a Roll Call Vote

OVERVIEW:

The following establishments were previously licensed by the City of Willmar to sell Tetrahydrocannabinol products.

In accordance with Minn Stat. §342, the following businesses have been licensed by the State of MN and are requesting registration approval for 2026.

- Lamar Inc. dba Sally Tobacco, located at 1415 1st Street S, Ste 1A
- Lamar Inc. dba Sally Tobacco, located at 600 19th Ave SE, Ste 103
- Everest Liquor LLC dba Westside Liquor, located 1600 E Hwy 12

BUDGETARY/FISCAL ISSUES:

\$125.00 application fee per establishment for a total of \$375.00 submitted to the City of Willmar.

ALTERNATIVES TO CONSIDER:

Deny the renewal applications as requested.

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.K.
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, January 29 - February 11, 2026		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 01.29.26-02.11.26 Ck 76654-76783
2. EFT CK 641

Vendor Payment Listing



January 29, 2026 Through February 11, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104435	Sicora Consulting, Inc	1253	76654	10,500.00	Executive Assessment/Coaching Services &Team Build
104192	Aaron Reich	02022315215	76655	138.00	Hand Soap
103696	ACE ROLLOFFS & DISPOSAL	237/02-26	76656	52.70	Garbage Service
103696	ACE ROLLOFFS & DISPOSAL	234/02-26	76656	154.51	Garbage Civic Center
103696	ACE ROLLOFFS & DISPOSAL	235/02-26	76656	114.41	Garbage Events/Rec Center
103696	ACE ROLLOFFS & DISPOSAL	236/02-26	76656	180.63	Garbage Rec Fields
103696	ACE ROLLOFFS & DISPOSAL	233/02-26	76656	50.92	Garbage Community Center
103696	ACE ROLLOFFS & DISPOSAL	241/02-26	76656	209.71	WW garbage service
103696	ACE ROLLOFFS & DISPOSAL	240/02-26	76656	24.35	Old wastewater garbage service
103696	ACE ROLLOFFS & DISPOSAL	239/02-26	76656	268.91	Public Works garbage service
103696	ACE ROLLOFFS & DISPOSAL	231/02-26	76656	46.15	Section D Parks garbage service
103696	ACE ROLLOFFS & DISPOSAL	238/02-26	76656	129.48	City Hall garbage service
102061	ALEX AIR APPARATUS 2 LLC	10511	76657	164.40	Annual compressor air quality test
104440	Alexander Bildeaux	2-4-2026	76658	1,500.00	Chainsaw Training
103987	Alexandria Technical & Community College (ATCC)	1344436	76659	1,750.00	NFPA 1001 J. Klavetter
103472	ALLDATA	INVC06588827	76660	1,500.00	Annual subscription
103557	AMAZON CAPITAL SERVICES	1PDP-KNW4-6LQD	76661	10.96	Mailbox Stickers
103557	AMAZON CAPITAL SERVICES	17QW-V993-CJ7V	76661	65.58	Grip Carbon Multi-Scraper, practice paper targets
103557	AMAZON CAPITAL SERVICES	17QW-V993-DP7L	76661	41.62	Mesh and Daddy daughter decor
103557	AMAZON CAPITAL SERVICES	1P7T-H46C-JX1Y	76661	16.39	puzzles
103557	AMAZON CAPITAL SERVICES	1PJ4-Q4CC-3D7F	76661	49.60	Wall Clocks for meeting rooms
103557	AMAZON CAPITAL SERVICES	1FNQ-XVHP-CHHQ	76661	53.27	KVM switch
103557	AMAZON CAPITAL SERVICES	1LLD-61MF-6C6K	76661	28.99	Car charger for C. Nelson laptop
103557	AMAZON CAPITAL SERVICES	13FK-JMLP-GLWH	76661	9.49	batteries
103557	AMAZON CAPITAL SERVICES	1LXG-GWV7-6D7V	76661	7.61	hdmi cable
103557	AMAZON CAPITAL SERVICES	1QMY-RCMH-7JLT	76661	47.58	scotch thermal laminator
103557	AMAZON CAPITAL SERVICES	1R41-DTCV-PWRM	76661	13.04	Avery Flexible Printable Name tags
103557	AMAZON CAPITAL SERVICES	1W3N-PTXM-HGQ6	76661	142.00	Colored paper and laminating thermal pouches
103557	AMAZON CAPITAL SERVICES	1HQL-RG7J-GH1Q	76661	139.99	Office Chair
103557	AMAZON CAPITAL SERVICES	139T-YR9C-F779-2	76661	0.30	puzzles
103557	AMAZON CAPITAL SERVICES	1V7C-CK1N-66R3	76661	(9.44)	return of puzzle
103557	AMAZON CAPITAL SERVICES	1KVL-1Y19-4VTJ	76661	94.80	puzzles, decor
103557	AMAZON CAPITAL SERVICES	1TD3-LCDW-RX7Y	76661	105.58	Bathroom air fresheners
103557	AMAZON CAPITAL SERVICES	19MG-4T4F-F6W7	76661	57.22	Vacuum brush strip
103557	AMAZON CAPITAL SERVICES	1PWV-H441-JR3W	76661	89.99	Toaster Oven for City Hall
103557	AMAZON CAPITAL SERVICES	16MG-MY3W-JF4R	76661	85.98	GPS Receivers for Squads - Qty 2
103557	AMAZON CAPITAL SERVICES	1YMM-DVPC-LNP4	76661	155.96	Concessions
103557	AMAZON CAPITAL SERVICES	11DL-MYCH-VVXG	76661	35.98	coffee thermos
100057	AMERICAN WELDING & GAS INC	0011433973	76662	85.87	Welding gas
100057	AMERICAN WELDING & GAS INC	011344197	76662	528.70	Cylinder maintenance fee
100057	AMERICAN WELDING & GAS INC	0011362194	76662	85.87	Welding gas
102954	ANDERSON LAW OFFICES	2854	76663	25,794.45	Jan 2026 City Legal Services
103946	ARVIG	STMT/01-26	76664	3,850.00	Leased fiber - February
103008	ASPEN MILLS	370140	76665	589.85	Boots for three officers
100075	AT&T MOBILITY	GBY012026	76666	18.90	FirstNet backups Jan
100075	AT&T MOBILITY	87296610156X02032026	76667	1,784.79	FirstNet Dec/Jan
103610	AUSTIN INCORPORATED	51325	76668	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	51372	76668	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	51491	76668	120.00	Septic Pumping
102793	AUTO TECH ALIGNMENTS & MORE	29262	76669	115.00	Alignment
102860	BATTERY WHOLESALE INC	282722WIL	76670	14.40	battery lights
100097	BECKER ARENA PRODUCTS INC	618621	76671	2,105.00	Glass
103377	BENSON LAUNDRY	436304	76672	94.61	Towel Service
103377	BENSON LAUNDRY	435520	76672	94.61	Towel Service
104299	BFirst Industrial	80030039-00	76673	110.88	Drill Bits
104299	BFirst Industrial	80029962-00	76673	20.29	Nuts and Bolts
104299	BFirst Industrial	80029961-00	76673	27.39	Nuts and Bolts
104299	BFirst Industrial	80029962-01	76673	17.41	Nuts and Bolts
104299	BFirst Industrial	80029962-02	76673	175.65	Bolts
104299	BFirst Industrial	80030472-00	76673	413.78	Cable Ties
104299	BFirst Industrial	80029961-02	76673	112.82	Bolts

Vendor Payment Listing



January 29, 2026 Through February 11, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104299	BFirst Industrial	80029961-01	76673	87.00	Bolts
104299	BFirst Industrial	STMT/02-26	76673	(0.06)	credit on account
101010	BOLTON & MENK INC	0385237	76674	16,582.00	13th ST SW, Grace Ave SW & Rice
101010	BOLTON & MENK INC	0385249	76674	6,362.00	Project No. 2503-B Prof Services
101010	BOLTON & MENK INC	0386701	76674	500.00	Runway 13/31 Lighting System
102336	CANON FINANCIAL SERVICES INC	42640870	76675	127.77	291358-2
102336	CANON FINANCIAL SERVICES INC	42640871	76675	134.15	291358-3
102336	CANON FINANCIAL SERVICES INC	42640872	76675	72.11	291358-4
102336	CANON FINANCIAL SERVICES INC	42640869	76675	140.23	291358-1
102336	CANON FINANCIAL SERVICES INC	42640873	76675	74.96	291358-5
103851	CENTRAL LAKES MENTAL HEALTH	011626	76676	155.00	One hour of prof mental health services
100154	CHAMBERLAIN OIL CO	537528-00	76677	426.20	Screw pump grease
100736	CHARTER COMMUNICATIONS	224360801020126	76678	563.89	Feb Phone/Rice Park Internet
104070	Column Software PBC	B15E1683-0130	76679	496.48	General Public Notice - Tax Abatements
104070	Column Software PBC	B15E1683-0131	76679	102.04	General Public Notice - Bond Ordinance
104070	Column Software PBC	B15E1683-0126	76679	230.78	Charter Amend Ordinance Notice 4.02 subd 4
104070	Column Software PBC	B15E1683-0127	76679	219.31	Charter Amend Ordinance Notice 4.02 subd 8
104070	Column Software PBC	B15E1683-0128	76679	108.88	Charter Amend Ordinance Notice 7.03, 7.04, 7.05
104070	Column Software PBC	B15E1683-0129	76679	93.82	Ordinance Amending Sewer Code
103672	COMMERCIAL REFRIGERATION SYSTEMS INC	48201	76680	331.75	Oil for compressors
103116	COMPASS MINERALS AMERICA	1615093	76681	2,885.83	Road Salt
103116	COMPASS MINERALS AMERICA	1621443	76681	5,840.65	Road Salt
103677	COORDINATED BUSINESS SYSTEMS	41171753	76682	327.21	CVB - Managed Print
103677	COORDINATED BUSINESS SYSTEMS	TNA126029	76683	368.43	CVB-Managed IT
104251	Counties Providing Technology	3525	76684	130.00	C. Kveene Tech Connect conference
100186	CROW CHEMICAL & LIGHTING	131885	76685	140.40	floor squeegee
104442	Diamante Night Club	02102026	76686	1,166.67	Refund closing - Liquor License Reimbursement
103979	DONAHOE/THOMAS	021126	76687	420.00	volleyball official 19 games
100212	DOOLEY'S PETROLEUM INC	825388	76688	20,160.00	Diesel & unleaded fuel
100212	DOOLEY'S PETROLEUM INC	443900	76688	450.80	Propane Robbins Island
100212	DOOLEY'S PETROLEUM INC	443892	76688	433.34	Propane
104183	DSC Communications	2602145	76689	204.46	Radio antennas, Microphone mounts
104438	Fabrotech Industries, Inc	0196903-IN	76690	822.88	W3 filter baskets
103002	FARM-RITE EQUIPMENT	P61453	76691	8.76	Electrical Connector pins
100775	FIRST CHOICE FOOD & BEVERAGE	2107:041651	76692	811.92	Concessions
101449	FLAHERTY & HOOD P.A.	24449	76693	13,899.85	Jan 2026 General Municipal/Real Estate Matters
101449	FLAHERTY & HOOD P.A.	24576	76693	926.25	Labor/Employment Consultation Services Jan 2026
102973	FLEETPRIDE	131733090	76694	23.76	Filter
102973	FLEETPRIDE	132017118	76694	50.61	Filters
102269	FORUM COMMUNICATIONS COMPANY	I2026.00000752	76695	282.48	MLK Celebration Advertising
103459	FRAMEWORK INC	004331	76696	2,264.00	CVB website hosting
100293	GENERAL MAILING SERVICES	76304	76697	24.84	CVB - Postage
100293	GENERAL MAILING SERVICES	76155	76697	148.16	CVB- Postage
100293	GENERAL MAILING SERVICES	76219	76697	114.53	CVB-Postage
100293	GENERAL MAILING SERVICES	76309	76697	27.54	General Mailing Services
100293	GENERAL MAILING SERVICES	76270	76697	36.51	postage
100293	GENERAL MAILING SERVICES	76171	76697	119.44	postage 01/26-01/30/2026
100293	GENERAL MAILING SERVICES	76315	76697	226.38	postage 02/02-02/06/26
104437	Generator Systems Services, Inc.	29197	76698	868.00	EL 7 generator repair
100786	GRAINGER INC	9770917467	76699	45.48	Safety glasses
100786	GRAINGER INC	9783921035	76699	93.10	Safety supplies
103064	GREAT NORTHERN ENVIRONMENTAL	6478	76700	420.00	Blower filter covers
102863	GREATER MN PARKS & TRAILS	020926	76701	440.00	Greater MN Parks and Trails Membership
100321	HANSEN ADVERTISING SPECIALTIES	53992	76702	475.50	Willmar Branded Pens
103765	HARRY'S FROZEN FOOD	86108	76703	189.00	Concessions
103765	HARRY'S FROZEN FOOD	86101	76703	472.50	Concessions
103980	HARTLEY/JOHN	021126	76704	570.00	Volleyball Official 19 games
100324	HAUG IMPLEMENT CO - JOHN DEERE	543855	76705	39.66	Electrical connector supplies
102609	HAUG-KUBOTA LLC	28607	76706	193.30	hyd hose assembly
100325	HAWKINS INC	7323893	76707	10,907.72	Ind. ferric
100325	HAWKINS INC	7329068	76707	14,746.28	Polymer

Vendor Payment Listing



January 29, 2026 Through February 11, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103444	HECK/ALEX	021026	76708	174.00	Meal Reimbursements while at trng
103650	HIGHLAND PRODUCTS GROUP LLC	310045341	76709	5,124.56	Sunrise Park Benches
100333	HILLYARD\HUTCHINSON	90022576	76710	400.98	saops, tp
100335	HOFFMAN FILTER SERVICE	99770	76711	75.00	Recycle used filters
100058	HOME DEPOT CREDIT SERVICES	15860	76712	23.66	Locks for Evidence
103760	HOMETOWN FIBER	5477	76713	19,875.00	Willmar Connect Work - Jan 2026
103023	INNOVATIVE OFFICE SOLUTIONS	IN5047421	76714	132.44	CVB - Name Badge Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN5052023	76714	2,247.87	Supply Order
103355	JOHANNECK WTR CONDITIONING INC	144325	76715	28.00	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	144510	76715	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	144755	76715	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	144757	76715	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	145081	76715	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-097	76715	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	145364	76715	52.00	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-222	76715	2.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-210	76715	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	145322	76715	32.00	Lab water
100376	KANDIYOHI CO AUDITOR	020326	76716	146,566.00	Annual 2025 Operating Cost for LEC
101507	KANDIYOHI CO SHERIFF'S DEPT	2026-19	76717	458.58	Death Investigation Supplies
100385	KANDIYOHI CO TREASURER	tabs 2026	76718	1,368.00	License Tabs for City Vehicles 2026
103619	KANDIYOHI CO TREASURER	02092026	76719	39.80	Maintenance Overtime for Council Meeting 01202026
103138	KING'S ELECTRIC LLC	3611	76720	120.00	JOT's 1 electrical disconnect
103138	KING'S ELECTRIC LLC	3617	76720	165.00	light repair
103399	KVEENE/CHRIS	02102026	76721	935.13	C. Kveene 2026 KB4 conference expenses
102187	LAKELAND MEDIA	IN-126016481	76722	1,550.00	CVB-Advertising
101646	LAKESIDE PRESS	12962-2	76723	225.00	Fire Dept Envelopes
103825	LAWTON/JAY	021126	76724	570.00	volleyball official 19 games
100412	LEAGUE OF MN CITIES	440473	76725	1,510.00	MN Cities Stormwater Coalition Contribution
101189	LEAGUE OF MN CITIES INS TRUST	40000465-26-02	76726	79,446.00	Workers Comp Prem 2025-2026 4th Installment
102593	LOFFLER COMPANIES	5256994	76727	16.78	FD Office prints
102593	LOFFLER COMPANIES	5256993	76727	7.30	CvC Office & PD Sergeants prints
102593	LOFFLER COMPANIES	5260624	76727	177.09	CH Finance & PD Mailroom prints
102593	LOFFLER COMPANIES	5257552	76727	34.44	CVB - Telephone Charges
103788	LUEDERS/ZACH	16216	76728	174.00	Meal Reimbursement while at trng
103626	LUNGSTROM/SAMUEL	020626	76729	735.44	Reimbursement for Class refresher and test
100449	MENARDS	05831	76730	71.36	Painting supplies
100449	MENARDS	05830	76730	76.27	Plumbing fittings
100449	MENARDS	05758	76730	13.99	Velcro Strip
100449	MENARDS	06074	76730	57.58	Storage totes and baskets
100449	MENARDS	06251	76730	99.98	Safety Gear
100449	MENARDS	06296	76730	19.53	Shop Tools
100449	MENARDS	05114	76730	14.97	stick
100449	MENARDS	06258	76730	7.56	dowel
102699	MIKE'S SMALL ENGINE CENTER	36101	76731	12.98	Parts for Gas Edger
103729	MILLS PARTS CENTER	6566613	76732	95.93	Air intake duct.
103729	MILLS PARTS CENTER	6565535	76732	233.08	Radiator
103729	MILLS PARTS CENTER	6569682	76732	41.71	Vent Hose
103729	MILLS PARTS CENTER	6569682X1	76732	1,435.14	PTU Assembly
100522	MN DEPT OF LABOR & INDUSTRY	02042026	76733	484.34	January 2026 State Surcharge report
101341	MN DNR WATERS	1997-4063	76734	140.00	DNR water use permit
100499	MN ELEVATOR INC	1169624	76735	204.52	Bi-monthly elevator service
104326	MN UI	01082026	76736	3.54	4th Qtr
100541	MUNICIPAL UTILITIES	INV00389	76737	2,720.00	Replace Light Pole Damaged Downtown
100541	MUNICIPAL UTILITIES	STMT/01-26	76737	47,879.16	Municipal Utilities January 2026
100544	MVTL LABORATORIES INC	1343425	76738	58.25	Lab test
100544	MVTL LABORATORIES INC	1343653	76738	58.25	Lab test
100249	NAPA CENTRAL MN	952190	76739	53.34	Shop Supplies
103799	NCPERS GROUP LIFE INS.	841200022026	76740	96.00	Premiums withheld from employees 2/6
102547	CARRANZA/NOE	299	76741	225.00	Interpreting services for ICR 26000491
102547	CARRANZA/NOE	300	76741	150.00	Interpreting services for Officer Maschino

Vendor Payment Listing



January 29, 2026 Through February 11, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103605	NORTH CENTRAL INTERNATIONAL	X201152620:01	76742	2,154.00	Rear Leaf Springs
103605	NORTH CENTRAL INTERNATIONAL	X201153010:01	76742	114.58	Box level sensor, fitting
103605	NORTH CENTRAL INTERNATIONAL	X201152775:01	76742	21.60	Washers, heavy nuts
103605	NORTH CENTRAL INTERNATIONAL	R201004363:01	76742	8,216.39	Nelsons Invoice
103605	NORTH CENTRAL INTERNATIONAL	R201005033:01	76742	674.45	NCI invoice
100650	O'REILLY AUTOMOTIVE INC	1528-266150	76743	35.46	Vehicle cleaning equipment
100650	O'REILLY AUTOMOTIVE INC	1528-265209	76743	233.65	Radiator
100650	O'REILLY AUTOMOTIVE INC	1528-265712	76743	(233.65)	Radiator return
100650	O'REILLY AUTOMOTIVE INC	1528-265880	76743	359.55	Alt. & Belt
100650	O'REILLY AUTOMOTIVE INC	1528-266316	76743	(331.26)	Alternator warranty return
100650	O'REILLY AUTOMOTIVE INC	1528-267841	76743	145.63	Muffler
104207	Office Of MNIT Services	DV26010451	76744	273.18	LOGIS Internet transport Jan
102223	OXYGEN SERVICE COMPANY	0008909860	76745	294.30	Welding supplies
103170	POMP'S TIRE SERVICE, INC.	210810744	76746	3,024.00	Tires for Squads 8 & 12
100342	POWER PLAN OIB	P0364611	76747	1,506.66	header assembly
104252	PreCise MRM LLC	IN200-2010931	76748	100.00	GPS Data Plan
100374	PREMIUM WATERS INC	330702675	76749	10.99	water
102719	PRO COLOR GRAPHICS	8518	76750	1,795.95	CVB-Exterior Sign
102719	PRO COLOR GRAPHICS	8494-2	76750	800.00	CVB-Interior Sign
100633	QUALITY FLOW SYSTEMS INC	50389	76751	15,261.00	Muni selector sub. mixer
100639	RAMBOW INC	670115	76752	1,213.00	2026 League Champion Shirts-Adult Rec
100665	RULE TIRE SHOP	1-80167	76753	1,103.00	Tires and alignment
101418	RUNNING'S SUPPLY INC	6606349	76754	104.00	Grinder
101418	RUNNING'S SUPPLY INC	6610327	76754	24.36	Mouse Traps
101418	RUNNING'S SUPPLY INC	6613676	76754	16.99	Lock for evidence
101418	RUNNING'S SUPPLY INC	6616146	76754	24.74	Plumbing fittings for brine tanks
101418	RUNNING'S SUPPLY INC	6616180	76754	29.48	Batteries
100690	SHERWIN WILLIAMS CO	8424-7	76755	392.38	Paint and supplies for picnic tables
100690	SHERWIN WILLIAMS CO	8745-5	76755	1,118.55	Paint for picnic tables
100275	SHI CORP	B20753435	76756	16,526.22	FY26 workstation replacement
100275	SHI CORP	B20792257	76756	376.61	FY26 workstation replacement
104435	Sicora Consulting, Inc	1262	76757	5,250.00	Program Delivery
103218	SIETSEMA/SARA	020626	76758	658.58	MPCA class A refresher Sara
103218	SIETSEMA/SARA	020926	76758	671.72	MN erosion control association conference
104078	Spurs Bar and Grill	02052026-2	76759	1,183.33	Liq. Lic. Reimb
103302	STEELE/JASON	020626	76760	771.50	MPCA class A reimbursement Jason Steele
100188	STERLING WATER-MINNESOTA LLC	315X04432802	76761	19.45	Water softener rental
104015	Swenson and Sons Construction	3511	76762	25,904.91	DNR Fishing Piers
100161	SYSCO WESTERN MINNESOTA	353107276	76763	1,965.99	Concessions
103801	TECH CHECK, LLC	64446	76764	675.00	Cameras for Airport & Covered Rink
103375	TITAN MACHINERY	PS1070259-1	76765	297.55	Seal Kit
103375	TITAN MACHINERY	PS1070259-2	76765	356.25	Hytran Premium
102583	TORKELSON'S LOCK SERVICE	26-078	76766	97.00	lock cylinders rekeyed finance door
101471	TRAFFIC CONTROL CORPORATION	163168	76767	134.00	PAR 38 LED Traffic lamp ""Opticom""
103830	TREATMENT RESOURCES, INC.	2026-918-A	76768	2,399.26	Ferric pump repair
101286	UNCOMMON USA INC	1348960-IN	76769	152.00	(4) flags
103853	VAN DYKEN/JACOB	020926	76770	113.00	Meal Reimbursement while at Training
104083	Vestis	2530487576	76771	68.63	Mechanics uniform rental
104083	Vestis	2530485353	76771	15.15	Maintenance Uniform
104083	Vestis	2530488156	76771	14.07	Maintenance Uniform
104083	Vestis	2530490639	76771	14.07	Maintenance Uniform
104083	Vestis	2530493122	76771	14.07	Maintenance Uniform
104083	Vestis	2530492541	76771	69.02	Mechanics uniform rental
104083	Vestis	2530495060	76771	79.09	Mechanics uniform rental
104083	Vestis	2530495609	76771	14.07	Maintenance Uniform
104083	Vestis	2530497531	76771	68.63	Mechanics uniform rental
104083	Vestis	2530498114	76771	14.07	Maintenance Uniform
104083	Vestis	2530490077	76771	79.09	uniform rental
100777	VIKING COCA-COLA BOTTLING CO	3799619	76772	222.00	pop
100777	VIKING COCA-COLA BOTTLING CO	3798741	76772	461.35	Concessions
100777	VIKING COCA-COLA BOTTLING CO	3799135	76772	185.00	Concessions

Vendor Payment Listing

January 29, 2026 Through February 11, 2026



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100777	VIKING COCA-COLA BOTTLING CO	3796914	76772	174.00	Concessions
100777	VIKING COCA-COLA BOTTLING CO	3796829	76772	848.75	Concessions
100803	WEST CENTRAL PRINTING	25687	76773	85.22	Carbon Copied forms for search warrants
100805	WEST CENTRAL SANITATION	13649960	76774	353.06	Feb Recycling
100805	WEST CENTRAL SANITATION	13674110	76774	69.49	City Hall recycling service March
100808	WEST CENTRAL TROPHIES	10618	76775	25.00	Name Tag - Stefanick
100808	WEST CENTRAL TROPHIES	10633	76775	35.00	Name Plate for Bench
104439	Wick's Meat Shoppe	15349	76776	90.03	CERT Appreciation Night Food
103440	WILLMAR BASKETBALL BOOSTER ASN	013026	76777	792.00	Little Cardinal hoopsters camp registrations
104380	Willmar Indoor Golf	02052026-1	76778	87.50	Liq. License Reimb.
103936	HOFFMAN CONSTRUCTION CO. LLC	INV529	76779	1,675.00	5th ST Pipe Repair
103760	HOMETOWN FIBER	5453	76780	18,850.00	Willmar Connect Work - Dec 2025
103619	KANDIYOHI CO TREASURER	02102026	76781	77,450.40	City Share of 2025 CIP for the Library
100032	TERWISSCHA CONSTRUCTION INC	1	76782	18,140.00	Door Replacement at the fire dept
100393	WILLMAR NOON KIWANIS	01202026	76783	95.50	Oct, Nov, Dec 2025 Dues and Meals
Total				695,801.64	

Vendor Payment Listing

January 29, 2026 Thorough February 11, 2026



<u>VENDOR</u>	<u>NAME</u>	<u>INVOICE</u>	<u>CHECK NO</u>	<u>INVOICE NET</u>	<u>INVOICE DESCRIPTION</u>
100467	CENTERPOINT ENERGY	STMT/01-26	641	28,363.44	Natural Gas Jan 2026

Total 28,363.44



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.L.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Director Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. HR Report 2-17-26
2. Parks and Rec Report February 2026
3. Planning and Development Report February 2026
4. Police Department Report January 2026
5. Police Stats - January 2026
6. Public Works Report February 2026



HR Report

January and February have been productive months for us in filling some of our open roles. Mat Snider started his role as Recreation Coordinator on January 26th and Mike Amor got to work as our newest Civic Center Arena Operator on February 2nd. Melissa Jambor will be starting her Police Department Clerk position on March 30th. We've also been conducting interviews for open Police Officer positions and have several candidates moving through the background process.

2026 brought significant changes to how leave of absence requests are processed. The implementation of Paid Family and Medical Leave claims has provided some much-needed financial security for employees who are unable to work for a period of time, while also creating some additional logistical hurdles to overcome. MetLife is continuing to roll out enhancements to their claims process in an attempt to streamline the process and improve the experience for both employers and employees.

One of our big projects for February will be to conduct annual performance reviews for every full-time employee across the City. We are also already gearing up for summer hiring! This year we will not only be hiring our typical part-time and supplemental help for Parks and Rec and Public Works, but we will also be looking to bring on some temporary help to assist with covering some of the workload in those areas where we know that we will have multiple employees out on leave. Applications for these seasonal positions will likely open beginning in March and April.

Sincerely,

A handwritten signature in black ink that reads 'Alissa Gambrel'.

Alissa Gambrel – HR Director



February 2026

Youth and Adult Programming

Youth Programs:

- Rec Hockey session two started on January 6th with 86 kids registered
Mini Cards learn to skate began on January 6th, with 38 kids registered
Tiny Tykes and Pre-Gymnastics begin February 14th
 - Tiny tykes 15 registered
 - Pre-K 16 registered

- February Gymnastics will begin February 24th
 - Beginner 24 signed up with 13 on the wait list
 - Intermediate 24 signed up with 6 on the wait list
 - Advanced 15 signed up
 - Competitive team 17 signed up
 - Regional preseason softball and baseball meetings are scheduled to take place next week to review participation interest and projected team numbers for the upcoming season.

 - Intramural boys basketball registration closes this week. Current numbers are low and staff are reviewing alternative formats including a possible 3v3 structure to maintain participation opportunities.
 - Staff met with the Willmar High School softball coach to discuss program goals, participation trends, and future collaboration opportunities.
 - A meeting is scheduled with the high school football coach to discuss potential summer youth activities and program partnerships.

- The Willmar Smash and Bash pickleball tournament will be held on February 28th and March 1st. 22 teams signed up at this time.

Adult Recreation

- Adult Hockey League has started with seven teams. (117 total players.)
- Adult Volleyball has begun and is running smoothly.
 - Women's League has eight teams in one division, playing Thursday nights at the Civic Center.
 - Coed League has 13 teams across two divisions, playing Monday nights at the new Middle School gyms.



- o Staff are exploring the development of a spring or summer recreation soccer or futsal program using the outdoor rink. The goal is to build adult participation and evaluate long-term program growth opportunities.
- Adult Basketball League has started, and we have 10 teams signed up

Community Center

- Crafts this month include Valentine's Day Lab, Winter Glue Art, and Mixed Abilities will be making broccoli art and heart ornaments for Valentine's Day.
- DIPPED! Chocolate Tasting Party this month.
- Ended Jan. Another successful puzzle contest.
- Held Blood Drive at the end of January.
- Our first Hobby Fair will be held at the end of this month.

Facilities & Events

- Figure Skating Show Feb 21-22
- HS Boys/Girls Hockey Games
- Willmar Warhawks Games
- Auto Value Trade Show March 12
- Arnolds Event March 23-27

Other Projects & Updates

- Mike Amor- Maintenance Staff started on Feb 2nd.
- Attended grant workshop for the Amphitheater Project
- Preparing documents to send out for concession/vending quotes
- Working with the Willmar High School Softball Association and Willmar Softball Association on banner and concessions stand agreements
- Finalizing the field improvements with the Willmar Baseball Association- Sunrise, Swansson Blue, and Klemmentson Fields
- Gathering information for Blue Line Roof Project
- Continue to work with the Willmar Rotary and Engan Associates on the Amphitheater Project.



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

February 2026 – Director’s Report

Zoning Code Update

Thank you for hosting an interactive Joint Work Session with the Planning Commission on February 12th to discuss the Zoning Code Update process. We’ve captured notes, and the PowerPoint presentation is now available on the City’s website for your review: willmarmn.gov → *Planning & Development* → *Zoning Code Update*.

In addition to the meeting materials, members of the public are encouraged to take the online survey available on the webpage. Paper copies are also available by contacting City Hall or by visiting the Willmar Public Library, where completed surveys can be returned in the survey box. Attached to this report is the full Zoning Code Update schedule.

Real Estate Management

One of the Planning Department’s top four priorities is Real Estate Management. As discussed at the January 5th City Council meeting, the department will launch a strong, targeted marketing campaign for the City’s Industrial Park land this spring.

To prepare for this effort, the Planning Department will partner with local, state, national, and international economic development organizations, as well as site selectors, to ensure broad visibility and strategic outreach.

Planning Mentions

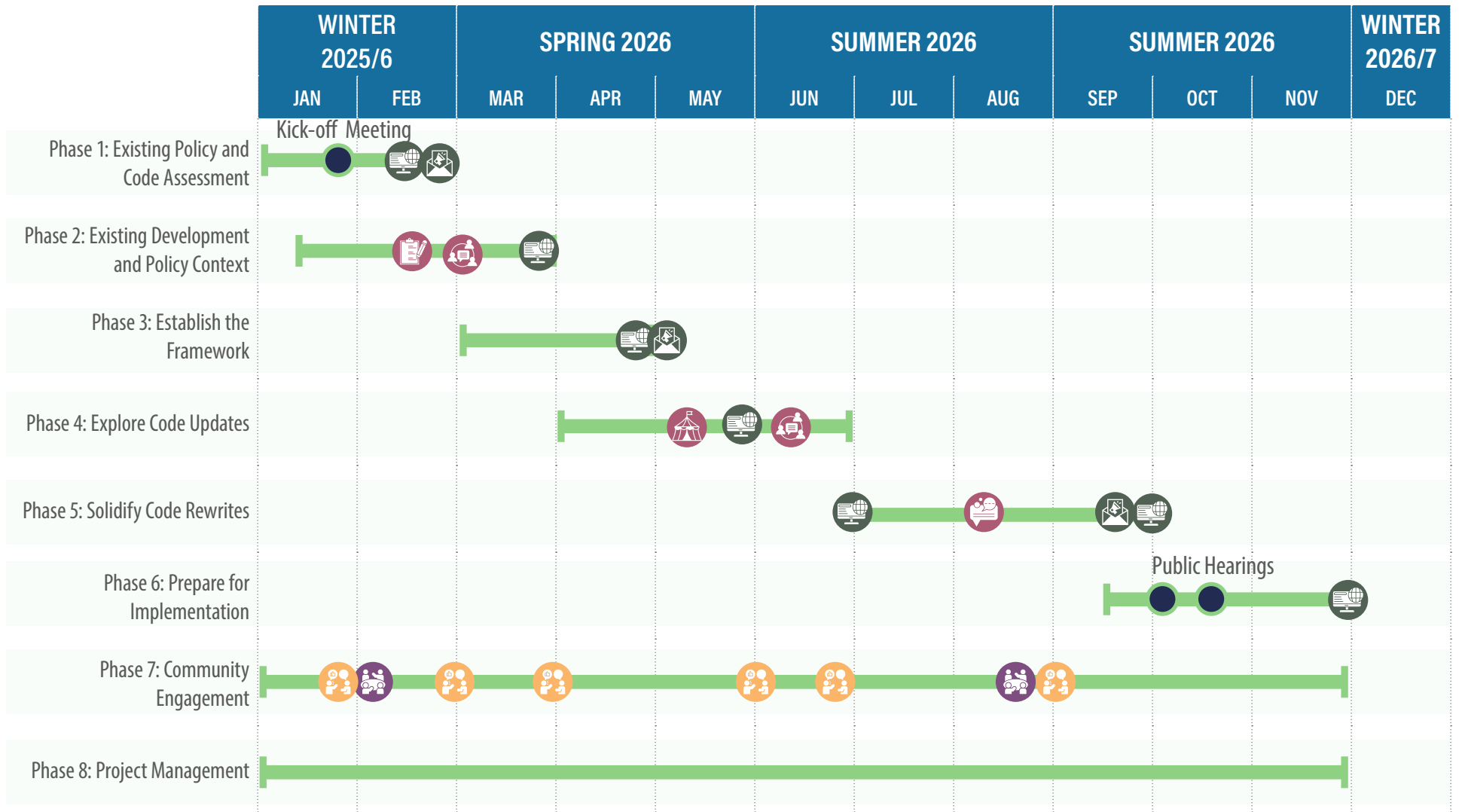
The City of Willmar will be featured in upcoming literature from the Coalition of Greater Minnesota Cities. Their publication will highlight our focus on housing, including the WITH Willmar Comprehensive Plan and the Zoning Code Update initiative.

Director Corbett recently served as a panelist at the University of Minnesota’s Hubert H. Humphrey School of Public Affairs for a seminar on “How to Write a Comprehensive Plan.” The event was well attended by both students and practitioners. Director Corbett has been invited to return as a speaker again in late February.

Planning Commission

The Planning Commission holds meetings on the first and third Wednesdays of the month at 6 PM at City Hall. As a public meeting, there are multiple ways for community members to submit testimony on Hearing and Action agenda items:

- Email: Submit testimony to planning@willmarmn.gov (accepted one business day before the meeting).
- Mail: Send a letter to City of Willmar Planning Dept., 333 6th Street SW, Willmar, MN 56201 (must be received two business days before the meeting).



Engagement Methods

- Pop-up Event
- Community Survey
- Open House/ Workshop
- Focus Groups/Neighborhood Meetings (Optional)

Committee Meetings

- Steering Committee Meeting
- City Council/Planning Commission Workshops/Update

Communications Methods

- Website Updates
- Newsletter



Police Department Staffing and Community Update

We have filled our clerical opening, and Melissa Jambor will begin her position on March 30, 2026.

We have interviewed two candidates for the police officer openings and will be initiating background checks on both applicants. An additional interview for another police officer candidate is scheduled for later this week. Staff also attended a job fair at Alexandria Technical College last week and are hopeful this outreach will lead to additional qualified candidates.

On the community engagement front, the Polar Plunge held on January 31, 2026, was very successful. The event had 349 participants and raised \$81,876 in support of the Special Olympics.

Willmar Police Department

Monthly Calls for Service Statistics

Title	January 2025	January 2026
911 Hang Up	10	10
Abandoned Vehicles	73	59
Agency Assist	43	27
Alarm	22	27
Alcohol Offense	9	4
Animal	23	28
Assault	7	10
Burglary	3	1
Child Custody Dispute	5	3
Crash	49	79
Criminal Damage To Property	8	11
Disorderly	19	19
Domestic	44	23
Drugs	9	13
Family Service	81	67
Fight	5	2
Fraud	21	9
Gun Permits	21	20
Harassment	25	23
Information	11	6
Weapons complaint	4	10
Lost And Found	26	15
Mental Health	32	5
Missing Person	13	14
Motorists Assist	21	13
Neighborhood Disturbance	8	12
Public Assist	61	99
School Related Incidents	12	4
Sex Crimes	3	8
Sudden Death/Bodies Found	4	5
Suicidal Person	1	6
Suspicious	45	37
Theft	34	24
Traffic Complaint	35	34
Traffic Stop	207	216
Trespass	15	9
Warrant Service	14	16

Current Month CFS:

1049

YTD Calls for Service:

1,049

2024 Month CFS:

1071

(Some minimal CFS categories not shown)



Wastewater Updates from Superintendent Jason Lindahl

- Daily duties for plant operations.
- Daily sampling and testing for BOD's, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- The lab will start proficiency testing with Water Pollution Study 372.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Monthly generator runs at multiple lift stations and the plant.
- Iverson Park lift station project is moving towards the bid process.
- Continuing moving forward on Eagle Lake L.S Panel upgrades.
- Staff continues to do an excellent job maintaining plant and collection system through the extreme cold weather.
- Sara completed private lateral reviews, issued notices
- Staff have reviewed 26 private sewer laterals from 12/10/25-1/30/26.
 - 13 laterals were compliant upon initial review
 - 13 laterals were noncompliant upon review, and 4 have since been repaired/replaced, bringing them into compliance
- Reviewed quarterly monitoring reports from Dem-Con and Cottonwood Co landfills
- Submitted in-kind grant hours for Hawk Creek Watershed Project
- Attended Central MN Water Education Alliance meeting
- Reviewed Significant Industrial User special discharge agreement
- Attended MN Erosion Control Association conference
- Attended MPCA Wastewater Operator Class A training
- Distributed public education messages on wastewater and stormwater topics



Public Works Updates from Superintendent Kyle Radunz

- Conducted regular snow plowing of City streets.
- Removed snow from boulevards and hauled accumulated snow on eight occasions due to space limitations.
- Monitored and responded to changing winter weather conditions to ensure roadways remained clear and accessible.
- Completed tree removal and trimming activities as weather permitted to address safety and routine maintenance needs.
- All operators attended a tree trimming training exercise on the 2nd of February on 6th street. This improved their knowledge of safety and sharpened their tree felling skills.
- Performed maintenance and repairs on picnic tables and other City assets.
- Completed improvements within the Public Works shop, including painting the breakroom.
- Replaced the water heater in the front shop area.
- Conducted ongoing maintenance at the brush site.
- Maintained outdoor hockey rinks.
- Completed routine monthly inspections to support the continued operation and upkeep of City facilities and equipment.
- All GPS devices have been installed on the plow trucks and activated as of 02/13/26. After our next snow storm we can start analyzing and compiling data.

As always, thank you for the opportunity to be part of the dedicated team serving the City of Willmar.

Respectfully,

A handwritten signature in black ink, appearing to read 'Shane Stefanick', is written in a cursive style.

Shane Stefanick – Public Works Director

****Please see the pictures below of a hazardous tree we removed this month.****





City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	5.M.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Finance Report through 1/31/2026		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. General Fund 1.31.26



City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended January 31, 2026

	<u>2025</u> <u>Actual</u>	<u>2026</u> <u>Annual Budget</u>	<u>2026</u> <u>Year-To-Date</u>	<u>% of 2026</u> <u>Budget</u>
<u>Revenues</u>				
General Property Taxes	\$ 10,130,263.78	\$ 11,236,657.00	\$ -	0.00%
Licenses and Permits	494,861.56	415,000.00	36,316.66	8.75%
Intergovernmental	7,535,962.45	7,279,439.00	393.11	0.01%
Service Charges	1,139,958.96	988,100.00	79,755.57	8.07%
Fines and Forfeits	82,360.16	100,000.00	970.00	0.97%
Special Assessments	3,932.25	-	-	-
Miscellaneous Revenue	1,482,483.91	153,000.00	23,942.52	15.65%
Other Financing Sources	2,894,223.41	2,898,308.00	1,600.00	0.06%
Total Revenues	\$ 23,764,046.48	* \$ 23,070,504.00	\$ 142,977.86	0.62%
<u>Expenditures</u>				
City Administrator	\$ 772,868.29	\$ 811,487.00	\$ 54,578.25	6.73%
Mayor and Council	421,421.28	402,100.00	88,297.94	21.96%
City Hall	1,570,087.17	516,991.00	207,922.71	40.22%
City Clerk	230,723.74	244,372.00	17,461.53	7.15%
Elections	10,457.91	79,565.00	-	0.00%
Finance Department	555,347.91	621,293.00	40,501.52	6.52%
Planning/Development Services	930,287.62	1,077,759.00	54,914.14	5.10%
Legal	-	-	-	-
Information Technology	1,003,604.79	957,565.00	132,990.40	13.89%
Human Resources	195,957.78	220,706.00	15,894.36	7.20%
Cultural Diversity	200,777.42	229,030.00	15,589.05	6.81%
Sub-Total General Gov't.	5,891,533.91	5,160,868.00	628,149.90	12.17%
Police Department	6,502,126.46	7,258,819.00	471,461.75	6.50%
Fire Protection	1,404,265.28	1,588,854.00	230,009.58	14.48%
Sub-Total Public Safety	7,906,391.74	8,847,673.00	701,471.33	7.93%
Public Works	4,323,145.48	4,793,543.00	335,731.92	7.00%
Engineering	248,614.82	353,000.00	758.49	0.21%
Transit System	20,500.00	21,000.00	-	0.00%
Storm Water	88,908.75	99,000.00	4,403.00	4.45%
Airport	-	12,500.00	-	0.00%
Sub-Total Streets/Highways	4,681,169.05	5,279,043.00	340,893.41	6.46%
WRAC	143,887.30	152,120.00	9,143.50	6.01%
Library	644,541.52	646,669.00	-	0.00%
Auditorium	42,350.74	64,518.00	114.76	0.18%
Parks & Recreation	1,154,216.56	1,164,712.00	50,337.09	4.32%
Civic Center	1,030,243.63	1,182,780.00	85,835.91	7.26%
Recreation/Event Center	7,013.17	-	-	-
Community Center	294,211.30	307,633.00	18,412.41	5.99%
Aquatic Center	218,541.17	264,488.00	-	0.00%
Sub-Total Culture/Recreation	3,535,005.39	3,782,920.00	163,843.67	4.33%
Total Expenditures	\$ 22,014,100.09	\$ 23,070,504.00	\$ 1,834,358.31	7.95%

* Indicates Over Budget



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	9.A.
Agenda Section:	Public Hearing:	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director, Tom Odens, Finance Director
Ordinance:	Yes	Presented By:	Mikaela Huot, Baker Tilly
Item:	Ordinance Authorizing the Issuance of General Obligation Tax Abatement Bonds, Series 2026A		

RECOMMENDED ACTION:

To Approve the Ordinance as presented, assign a number, and publish

OVERVIEW:

The City of Willmar has determined to construct and finance the construction and installation of high-speed internet infrastructure within the City. In order to finance the project, it is necessary to issue General Obligation Tax Abatement Bonds of the City in the amount of up to \$9,200,000. This Ordinance is adopted in order to authorize the borrowing of money and the issuance of General Obligation Tax Abatement Bonds and the levying of taxes as provided in Section 2.12 of the City Charter.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar GO Abatement 2026A ORDINANCE
2. 2026A - Willmar - Schedule of Events
3. 2026A - Distribution List

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$9,200,000 GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2026A AND THE LEVYING OF TAXES TO SECURE PAYMENT THEREFOR.

The City of Willmar hereby ordains:

1. In accordance with Minnesota Statutes, Chapter 475 and Minnesota Statutes, Sections 469.1812 through 469.1815, both inclusive, the City of Willmar has heretofore determined to construct and finance the acquisition, construction and installation of high-speed internet within the City (the "Project").
2. In order to finance said Project it is necessary to issue General Obligation Tax Abatement Bonds of the City in the amount of up to \$9,200,000.
3. For the purposes of complying with Minnesota Statutes, Section 475.61, there will be levied a direct ad valorem tax upon all taxable property in the municipality in such amounts as are required by law to secure payment of said Bonds.
4. This Ordinance is adopted in order to authorize the borrowing of money and the issuance of General Obligation Tax Abatement Bonds and the levying of taxes therefor as provided in Section 2.12 of the City Charter. Further details shall be set forth by resolution.

This Ordinance introduced by Councilmember _____
This Ordinance introduced on January 20, 2026
Hearing notice published on January 31, 2026
This Ordinance given a hearing on February 17, 2026
This Ordinance adopted on February 17, 2026
This Ordinance published on February 28, 2026

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

HELD: February 17, 2026

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Minnesota, was duly held at the Kandiyohi County Health and Human Services Building Board Room in said City on the 17th day of February, 2026, at 6:30 o'clock P.M.

The following members were present:

and the following were absent:

The meeting was held pursuant to a resolution adopted January 20, 2026 calling a public hearing on the proposed ordinance entitled "Ordinance No. _____ AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$9,200,000 GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2026A AND THE LEVYING OF TAXES TO SECURE PAYMENT THEREFOR," a copy of which is attached hereto. The City Clerk presented affidavits showing the due publication of the Notice of Hearing. All persons present were afforded an opportunity to present their views and objections to the Ordinance, and no objections were presented, except as follows:

Name of Objector	Property	Objection
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Member _____ moved that Ordinance No. ____ be adopted.

The motion for the adoption of said Ordinance No. ____ was duly seconded by member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon, there being at least five affirmative votes in favor of said motion, said ordinance was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF KANDIYOHI) ss.
CITY OF WILLMAR)

I, the undersigned, being the duly qualified and acting Clerk of the City of Willmar, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of the City Council of the City of Willmar held on the date therein indicated, with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a hearing on and the adoption of an Ordinance Authorizing the Issuance of up to \$9,200,000 General Obligation Tax Abatement Bonds, Series 2026A and the Levying of Taxes to Secure Payment Therefor.

WITNESS my hand as such Clerk this ____ day of _____, 2026.

City Clerk

City of Willmar, Minnesota
General Obligation Tax Abatement Bonds, Series 2026A

Schedule of Events

(As of: February 12, 2026)

December 2025							January 2026							February 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31							

March 2026							April 2026							May 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

00 Holiday 00 Significant Action 00 FOMC Meeting

Date	Event	Responsible Party
<u>Week of December 22nd</u>		
Mon., Dec. 22	Official Statement information request distributed.	Baker Tilly
<u>Week of January 12th</u>		
Mon., Jan. 12	Public Hearing notice for Bond Ordinance sent to the City	Kutak Rock
<u>Week of January 19th</u>		
Tue., Jan. 20	City Council reviews and accepts Bids and ISPs.	City Staff
Tue., Jan. 20	City Council introduces and calls for public hearing on Bond Ordinance.	City Staff
<u>Week of January 26th</u>		
Tue., Jan. 27	Notice of public hearing for Bond Ordinance and Abatement sent to West Central Tribune for publication (by 8:15 am).	City Staff
Sat., Jan. 31	Public hearing notice's for Bond Ordinance and Abatement published in West Central Tribune (Notice for Bond Ordinance must appear no fewer than 7 days prior to public hearing and notice for Abatement must appear no fewer than 10 days prior to public hearing).	
<u>Week of February 2nd</u>		
Mon., Feb. 2	Official Statement information due back to Baker Tilly.	City Staff

Date	Event	Responsible Party
<u>Week of February 16th</u>		
Tue., Feb. 17	<p>i) City Council conducts public hearing on Bond Ordinance.</p> <p>ii) City Council conducts public hearing and considers resolution approving tax abatement and tax abatement agreement.</p>	City Staff
Fri., Feb. 20	Finalize Bond structure and prepare Terms of Proposal.	Baker Tilly
<u>Week of February 23rd</u>		
Tue., Feb. 24	Bond Ordinance submitted for publication in the West Central Tribune (by 8:15 am).	City Staff
Wed., Feb. 25	Pre-Issue Report and Bond Resolution delivered to the City.	Baker Tilly Kutak Rock
Fri., Feb. 27	First Draft of Preliminary Official Statement distributed for review.	Baker Tilly
Sat., Feb. 28	Publication date of Bond Ordinance. Ordinance goes into effect (Beginning of 15-day petition period).	
<u>Week of March 2nd</u>		
Mon., Mar. 2	City Council considers Bond Resolution authorizing the Bond sale.	City Staff
Fri., Mar. 6	Comments to Baker Tilly on first draft of Preliminary Official Statement.	City Staff Kutak Rock
<u>Week of March 9th</u>		
Mon., Mar. 9	Second draft Preliminary Official Statement and supporting documents sent to Moody's and working group	Baker Tilly
Mon., Mar. 9	Due diligence form distributed for review.	Baker Tilly
Sun., Mar. 15	End of 15-day petition period.	
<u>Week of March 16th</u>		
Week of Mar. 16	Rating Conference conducted.	City Staff Baker Tilly Moody's
Week of Mar. 16	Due Diligence call conducted.	City Staff Baker Tilly
Wed., Mar. 18	Comments due to Baker Tilly on second draft of Preliminary Official Statement.	City Staff Kutak Rock
<u>Week of March 23rd</u>		
Mon., Mar. 23	Final draft of Preliminary Official Statement sent out for review and signoff.	Baker Tilly
Wed., Mar. 25	Receipt of rating and rating report.	Moody's
Fri., Mar. 27	Distribution of Preliminary Official Statement (with rating on cover).	Baker Tilly

Date	Event	Responsible Party
<u>Week of March 30th</u>		
Mon., Mar. 30	Form of Award Resolution delivered to City.	Kutak Rock
<u>Week of April 6th</u>		
Mon., Apr. 6	Sale and consideration of award of the Bonds by the City.	City Staff Baker Tilly
<u>Week of April 13th</u>		
Mon., Apr. 13	Distribution of Final Official Statement.	Baker Tilly
Wed., Apr. 15	Draft closing memorandum circulated for review.	Baker Tilly
<u>Week of April 20th</u>		
Mon., Apr. 20	Final closing memorandum distributed.	Baker Tilly
Thu., Apr. 23	Receipt of proceeds and settlement of the Bonds.	All Parties

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City of Willmar, Minnesota
General Obligation Tax Abatement Bonds, Series 2026A

Distribution List

(As of: December 11, 2025)

Issuer

City of Willmar	Name	Phone	<u>Issuer Email List</u>
333 Southwest 6th Street PO Box 755 Willmar, MN 56201	Leslie Valiant City Administrator	320-235-4913	lvaliant@willmarmn.gov
	Tom Odens Finance Director	320-235-4984	todens@willmarmn.gov
	Kyle Box City Operations Director	320-214-5172	kbox@willmarmn.gov
	Vernae Larsen City Clerk	320-235-4917	vlarsen@willmarmn.gov

Financial Consultant

LRB Public Finance Advisor	Name	Phone	<u>Financial Consultant Email List</u>
41 North Rio Grande Suite 101 Salt Lake City, UT 84101	Laura Lewis Partner	801-596-0700	laura@lrbfinance.com
	Nate Robertson Vice President	801-596-0700	nate@lrbfinance.com

Bond Counsel

Kutak Rock LLP	Name	Phone	<u>Bond Counsel Email List</u>
60 S 6th St. Minneapolis, MN 55402	Jenny Boulton Attorney	612-334-5020	jenny.boulton@kutakrock.com
	Kimberly Ganley Paralegal	612-334-5030	kimberly.ganley@kutakrock.com
510 West Riverside Avenue Suite 800 Spokane, WA 99201	Adam Baird Tax Partner	509-343-4473	adam.baird@kutakrock.com



Municipal Advisor

Baker Tilly Municipal Advisors, LLC

Name

Phone

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City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	9.B.
Agenda Section:	Public Hearing:	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director, Tom Odens, Finance Director
Ordinance:	No	Presented By:	Mikaela Huot, Baker Tilly
Item:	Resolution Approving Tax Abatement (GO Abatement 2026A)		

RECOMMENDED ACTION:

Adopt the Resolution Approving Abatement

OVERVIEW:

In support of the ordinance authorizing the issuance of General Obligation Tax Abatement Bonds, the City Council must conduct a separate public hearing on the question of the abatement and approve a resolution for tax abatement.

The City proposes to assist in financing certain public improvements, including, without limitation, a portion of the cost of the acquisition, construction and installation of an open access, high-speed, fiber-optic, broadband infrastructure network within certain portions of the City with tax abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”) and authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements. The City proposes to use the abatement for the purposes provided for in the Abatement Act, including the Project. The proposed term of the abatement will be up to 20 years, with an amount not to exceed \$9,200,000.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar GO Abatement 2026A ABATEMENT RESOLUTION

CITY OF WILLMAR
COUNTY OF KANDIYOHI
STATE OF MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING TAX ABATEMENTS

WHEREAS, the City proposes to (i) assist in financing certain public improvements including without limitation a portion of the cost of the acquisition, construction and installation of an open access, high-speed, fiber-optic, broadband infrastructure network within certain portions the City (the “Project”) with tax abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”) and (ii) authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements. The City proposes to use the abatement for the purposes provided for in the Abatement Act, including the Project. The proposed term of the abatement will be for up to 20 years in an amount not to exceed \$9,200,000. The abatement will apply to the City’s share of the property taxes (the “Abatement”) derived from the property described by property identification numbers on the attached “**Exhibit A**” (the “Property”); and

WHEREAS, on the date hereof, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof; and

WHEREAS, under the Abatement Act, the City is authorized to retain abatements from property in order to accomplish certain public purposes, including situations where the abatement will increase or preserve tax base, provide or help acquire or construct public facilities, help provide employment opportunities in the City, help provide access to services for City residents, or finance or provide public infrastructure.

WHEREAS, the City is also authorized under the Abatement Act to issue bonds to (1) pay for public improvements that benefit the property, (2) to acquire and convey land or other property, (3) to reimburse the property owner for the cost of improvements made to the property, or (4) to pay the costs of issuance of the bonds.

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

1. Findings for the Abatement. The City Council hereby makes the following findings:
 - (a) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof because:
 - (i) The Abatement will help finance broadband facilities which implements a key development goal for the City.
 - (ii) The Project will provide economic stimulus needed to attract new businesses to the region and to retain and expand existing businesses; such development

and business retention will generate significant City tax revenues (after termination of the Abatement) that, over the long term, will exceed the amount of the Abatement itself.

(iii) The broadband facilities will help preserve and increase the value of the Property, thereby helping to generate additional City tax revenues over the long term after expiration of the Abatement.

(b) Granting the Abatement is in the public interest because the Abatement will:

(i) Increase or preserve tax base, by stimulating development and helping to maintain values in the City and region, for the reasons described in clause (a).

(ii) Allow the City and other local governments to provide public services to their residents more efficiently through direct connection to governmental facilities.

(iii) Provide access to services for residents and businesses of the City, because the Project will offer residents a service (fiber optic broadband telecommunications) not currently available in the City.

(iv) Finance or provide public infrastructure, because broadband communications are an important part of the infrastructure required for vibrant, economically competitive communities.

(c) It is further specifically found and determined that, in addition to the benefits described in clause (a) and (b), the Abatement is expected to result in the following public benefits:

(i) Construction of the Project will implement a long-standing vision of high-speed, state-of-the-art fiber optic telecommunications for the region.

(ii) The broadband facilities will contribute to the quality of life in the City and region by increasing the ease of access to governmental, educational and healthcare information and services available to City residents.

(d) The Property consists of parcels in the City which are among the properties which will benefit from the broadband facilities and the Property will not be located in a tax increment financing district for the period of time that the Abatement is in effect.

(e) The Council finds and determines that the Project will benefit the Property for the following reasons:

(i) The Property is within the Project service area and will be able to connect directly to the broadband facilities.

(ii) The Project will generally help maintain and increase property values within the City, including the Property, as described in clause (a).

(iii) The facts and reasons stated in clauses (a) and (b) also support the conclusion that the Property enjoys a significant benefit from construction of the broadband facilities.

(f) In any year, the total amount of property taxes abated by the City by this and other abatement resolutions, if any, does not exceed ten percent (10%) of net tax capacity of the City for the taxes payable year to which the abatement applies or \$200,000, whichever is greater. The City may grant other abatements permitted under the Abatement Act after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement limit the allocation of the Abatement limit to such other abatements is subordinate to the Abatement granted by this resolution.

2. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The Abatement shall be for up to a 20-year period and shall apply to the taxes payable in the years 2027 through 2046, inclusive.

(b) The City will abate the City's share of property tax amount which the City receives from the Property, cumulatively not to exceed \$9,200,000.

(c) The maximum amount of Abatement authorized under this resolution is \$9,200,000. The maximum principal amount of bonds to be secured by Abatement under this resolution will not exceed the estimated sum of Abatement from the Property for the term authorized under this resolution

(d) The Abatement shall be subject to all the terms and limitations of the Abatement Act.

(e) This Resolution and the Abatement Parcel may be modified at any time and from time to time by resolution of the City Council; provided, however, that because the City anticipates issuing general obligation tax abatement bond, the Abatement amount may not be modified or changed while the Bond is outstanding.

Councilmember _____ moved for the adoption of the foregoing resolution, and said motion was duly seconded by Councilmember _____, and upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Adopted on February 17, 2026 by the City Council of Willmar.

City Clerk

Exhibit A
Parcel ID Numbers for “Property”

950036300	950060610	950062070	950063320	950063820	950900310	950901480	952800110	952800900	952801640	955900100
950036340	950060620	950062090	950063330	950063830	950900320	950901490	952800120	952800910	952801650	955900110
950036350	950060630	950062110	950063340	950063850	950900410	950901510	952800140	952800920	952801660	955900120
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950036450	950060750	950062150	950063370	950063880	950900450	950901540	952800230	952801010	952802020	957900020
950036460	950060760	950062160	950063380	950063890	950900460	950901680	952800240	952801020	952802030	957900030
950036470	950060770	950062170	950063390	950063900	950900470	950901690	952800250	952801030	952802040	957900040
950036480	950060780	950062180	950063400	950063910	950900480	950901700	952800260	952801040	952802050	957900050
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950036560	950061560	950062240	950063470	950063980	950900810	950902030	952800340	952801110	952802110	959152640
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950060600	950062060	950063300	950063810	950900300	950901470	952800100	952800890	952801630	955900090	



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	9.C.
Agenda Section:	Public Hearing:	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	Yes	Presented By:	Sara Sietsema
Item:	Ordinance Amendment Sanitary Sewer		

RECOMMENDED ACTION:

1. Adopt the Ordinance Amendment.
2. Publish the Ordinance by Summary

OVERVIEW:

Staff are recommending an ordinance amendment to Chapter 16, Article III, Division 3, Section 16-91. This amendment provides additional clarity and removes the condition of certain construction materials deemed unacceptable.

Specifically, under the current ordinance, and as a result of an inspection, a private lateral line would be considered defective if constructed of materials deemed unacceptable by the City, including Clay, Cast Iron, Bituminous Fiber (Orangeburg), or any other materials that do not conform to the current State Plumbing code.

BUDGETARY/FISCAL ISSUES:

N/A

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Amendment - sewer lateral inspections - sec 16-91 (v1) 011526
2. Summary publication of sewer lateral inspections amendment - sec 16-91 (v1) 011526

ORDINANCE NO. _____

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 16, UTILITIES, ARTICLE III, SANITARY SEWER SYSTEM, DIVISION 3, SEWER USE REGULATIONS, SECTION 16-91, PROHIBITED DISCHARGES TO COLLECTION SYSTEM

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

Section 1. AMENDMENT OF MUNICIPAL CODE CHAPTER 16, ARTICLE III, DIVISION 3. Chapter 16, Article III, Division 3, Section 16-91 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. 16-91. Prohibited discharges to collection system.

(a) No user shall discharge or cause to be discharged any stormwater, groundwater, roof runoff, yard drainage, yard fountain, condensate, deionized water, noncontact cooling water, or pond overflow into the sanitary collection system, unless specifically authorized by the superintendent. Unpolluted water or waste shall be discharged to only storm sewers or to a natural outlet. Unpolluted water or wastewater may be discharged to the sanitary collection system upon prior written approval of the director of public works.

* * * *

(3) Every user owning improved real estate that discharges into the city's sanitary sewer system shall allow the city employees to inspect the ~~buildings~~ property and structures and connections to the sanitary sewer system thereon to confirm that there is no defective lateral as defined in subparagraph (b)(5) of this section, sump pump, or other prohibited discharge into the sanitary sewer system. Any user may furnish a certificate from a licensed plumber certifying that their property is in compliance with this subsection in lieu of having the city inspect their property. Any user refusing to allow their property to be inspected or refusing to furnish a plumber's certificate within 14 days of the date city employees are denied

admittance to the property shall immediately become subject to the surcharge hereinafter provided for. Any property found to violate this subsection shall make the necessary changes to comply with this subsection (a) and furnish proof of the changes to the city by the date indicated in the notice of violation.

* * * *

(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.

* * * *

(5) The lateral shall be considered defective if it has any of the following conditions:

* * * *

~~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.g. any other conditions likely to substantially increase the chance for a lateral blockage, or if, within a period of one year;~~

- i. i. the lateral suffers two or more blockages resulting in overflows; or
- j. ii. The lateral fails any other city-required tests.

Remaining paragraphs shall be renumbered accordingly

* * * *

(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, or if coordinated in advance with the director of public works, upon submission of a CCTV video of the replaced or repaired lateral that shows the lateral's condition following such replacement or repair.
- b. All new and repaired laterals ~~must~~ may be required to 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.

* * * *

Section 2. EFFECTIVE DATE. This ordinance shall take effect upon 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, DIVISION 3, SEWER USE REGULATIONS,
SECTION 16-91, PROHIBITED DISCHARGES TO COLLECTION SYSTEM**

Summary: Ordinance No. ____ updates and amends Willmar City Code, Chapter 16 – Utilities, Article III, Sanitary Sewer System, Division 3, Sewer Use Regulations, Section 16-91, Prohibited Discharges to Collection System, by clarifying the circumstances under which the City may inspect properties' connections to the sanitary sewer system, removing a provision that classified as defective sewer service laterals constructed of certain outdated materials, and clarifying inspection requirements for replaced or repaired sewer service laterals.

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:	February 17, 2026	Agenda Item Number:	9.D.
Agenda Section:	Public Hearing:	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	Yes	Presented By:	Kyle Box, City Operations Director
Item:	Ordinance Amending Sections 7.03(c), 7.04(c) & 7.05(c) of the Charter of the City of Willmar		

RECOMMENDED ACTION:

Motion by _____ Second by _____ to adopt ordinance amending City of Willmar Charter Sections 7.03(c), 7.04(c) & 7.05(c) to comply with Minnesota Rules 8205.1010 & 8205.2000.

Motion by _____ Second by _____ to publish by summary.

OVERVIEW:

Pursuant to Minn. Stat. § 410.12, subd. 7, the Charter Commission for the City of Willmar convened on December 16, 2025, and at such meeting recommended that the City Council of the City of Willmar enact a charter amendment by ordinance pursuant to which Sections 7.03(c), 7.04(c), 7.05(c) of the Willmar Charter be amended to bring the Charter’s requirements for petitions for initiative, referendum and recall into compliance with regulations established by the Minnesota Secretary of State’s Office.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. ARTICLE_VII.___INITIATIVE__REFERENDUM_AND_RECALL
2. Charter Amendment Ordinance - petition update v5 103025
3. Summary Publication Charter Petition changes - petition update v1 011326

ARTICLE VII. INITIATIVE, REFERENDUM AND RECALL

Section 7.03(c). Initiative—The petition.

The petition in each instance shall consist of the complete text of the measure proposed for initiative, appropriate spaces for the signature printed name and the street address of the person signing the same, an affidavit of the circulator that each signature thereon is genuine, was affixed by the person whose signature it purports to be, and that it was signed in the presence of the circulator verifying the same. The signatures verified by any circulator whose name does not appear on the certificate of intent or on an addendum thereto shall not be counted. Each signature page on the petition shall contain on the top thereof in prominent letters the words: I HAVE READ THE MEASURE ATTACHED HERETO AND KNOW THE IMPORT THEREOF. It shall be permissible for more than one set to be circulated, but each set shall contain all of the above-required elements and before filing all sets shall be combined and filed as one document.

Section 7.04(c). Referendum—The petition.

The petition in each instance shall consist of the complete text of the measure proposed for referendum, appropriate spaces for the signature, printed name and the street address of the person signing the same, an affidavit of the circulator that each signature thereon is genuine, was affixed by the person whose signature it purports to be, and that it was signed in the presence of the circulator verifying the same. The signatures verified by any circulator whose name does not appear on the certificate of intent or on an addendum thereto shall not be counted. Each signature page on the petition shall contain on the top thereof in prominent letters the words: I HAVE READ THE MEASURE ATTACHED HERETO AND KNOW THE IMPORT THEREOF. It shall be permissible for more than one set to be circulated, but each set shall contain all of the above required elements and before filing, all sets shall be combined and filed as one document.

Section 7.05(c). Recall—The petition.

The petition in each instance shall consist of the title of office and name of the officeholder being proposed for recall, appropriate spaces for the signature, printed name and the street address of the person signing the same, an affidavit of the circulator that each signature thereon is genuine, was affixed by the person whose signature it purports to be, and that it was signed in the presence of the circulator verifying the same. The signatures verified by any circulator whose name does not appear on the certificate of intent or on an addendum thereto shall not be counted. Each signature page on the petition shall contain on the top thereof in prominent letters the words: I HAVE READ THE MEASURE ATTACHED HERETO AND KNOW THE IMPORT THEREOF. It shall be permissible for more than one set to be circulated, but each set shall contain all of the above required elements and before filing, all sets shall be combined and filed as one document.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 7.03(c), 7.04(c), & 7.05(c)
OF THE CHARTER OF THE CITY OF WILLMAR

WHEREAS, Pursuant to Minn. Stat. § 410.12, subd. 7, the Charter Commission for the City of Willmar convened on December 16, 2025, and at such meeting recommended that the City Council of the City of Willmar enact a charter amendment by ordinance pursuant to which 7.03(c), Section 7.04(c), and 7.05(c) of the Willmar Charter be amended to bring the Charter's requirements for petitions for initiative, referendum and recall into compliance with regulations established by the Minnesota Secretary of State's Office.

WHEREAS, Minnesota Rules 8205.1010 & 8205.2000, requires petitions to be prepared in a certain form, containing language that the City of Willmar Charter does not require for petitions and/or contradicts the language of Minnesota Rules 8205.1010 & 8205.2000; and

WHEREAS, the City Council of the City of Willmar received the above-mentioned recommendation of the Charter Commission when it received the draft minutes of the Charter Commission's December 16, 2025, meeting at the City Council's January 20, 2026, regular meeting.

NOW THEREFORE, THE CITY OF WILLMAR HEREBY ORDAINS:

Section 1. AMENDMENT OF CHARTER SECTION 7.03(c). Article VII, Section 7.03(c) of the Willmar Charter, is hereby deleted in its entirety and replaced with the following:

Section 7.03(c) - Initiative—The petition.

Petitions for an initiative measure must be prepared in accordance with Minnesota Rules, Parts 8205.1010 through 8205.1040, including the following requirements:

1. A petition must be prepared on paper no larger than 8-1/2 inches wide and 14 inches long. The signer's oath and the signature lines must be on the same side of the paper.
2. The language on the petition must be printed in no smaller than 10-point type.
3. Each petition page must have a short title describing the purpose of the petition.
4. Each petition page must have a statement summarizing the purpose of the petition.
5. If the purpose of the petition is to put a question on the ballot, each petition page may have a statement of 75 words or less summarizing the ballot question.
6. Each petition page must have a signer's oath in no smaller than 12-point bold type. If the form of the signer's oath is not specified by statute, the following oath must

be used: “I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.”

7. Each petition page must include the following statement immediately above the signature lines: “All information must be filled in by the person(s) signing the petition unless disability prevents the person(s) from doing so.”
8. Each petition page must have no more than ten signature lines. The signature lines must be consecutively numbered. Each signature line must have space for the date of signature; a signature; and each signatory’s year of birth; printed first, middle, and last name; and residence address, municipality, and county.
9. Each petition page must include the following statement: “All information on this petition is subject to public inspection.”

Section 2. AMENDMENT OF CHARTER SECTION 7.04(c). Article VII, Section 7.04(c) of the Willmar Charter, is hereby deleted in its entirety and replaced with the following:

Section 7.04(c). - Referendum—The petition.

Petitions for a referendum measure must be prepared in accordance with Minnesota Rules, Parts 8205.1010 through 8205.1040, including the following requirements:

1. A petition must be prepared on paper no larger than 8-1/2 inches wide and 14 inches long. The signer's oath and the signature lines must be on the same side of the paper.
2. The language on the petition must be printed in no smaller than 10-point type.
3. Each petition page must have a short title describing the purpose of the petition.
4. Each petition page must have a statement summarizing the purpose of the petition.
5. If the purpose of the petition is to put a question on the ballot, each petition page may have a statement of 75 words or less summarizing the ballot question.
6. Each petition page must have a signer’s oath in no smaller than 12-point bold type. If the form of the signer’s oath is not specified by statute, the following oath must be used: “I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will.”
7. Each petition page must include the following statement immediately above the signature lines: “All information must be filled in by the person(s) signing the petition unless disability prevents the person(s) from doing so.”

8. Each petition page must have no more than ten signature lines. The signature lines must be consecutively numbered. Each signature line must have space for the date of signature; a signature; and each signatory's year of birth; printed first, middle, and last name; and residence address, municipality, and county.
9. Each petition page must include the following statement: "All information on this petition is subject to public inspection."

Section 3. AMENDMENT OF CHARTER SECTION 7.05(c). Article VII, Section 7.05(c) of the Willmar Charter, is hereby deleted in its entirety and replaced with the following:

Section 7.05(c). - Recall—The petition.

Petitions for a Recall measure must be prepared in accordance with Minnesota Rules, Parts 8205.1010 through 8205.1040 and 8205.2000 and Minnesota Statutes, Section 211C.03, including the following:

1. A petition must be prepared on paper no larger than 8-1/2 inches wide and 14 inches long. The signer's oath and the signature lines must be on the same side of the paper.
2. The language on the petition must be printed in no smaller than 10-point type
3. Each petition page must have a short title describing the purpose of the petition.
4. Each petition page must have a statement summarizing the purpose of the petition.
5. If the purpose of the petition is to put a question on the ballot, each petition page may have a statement of 75 words or less summarizing the ballot question.
6. Each petition page must have a signer's oath in no smaller than 12-point bold type. If the form of the signer's oath is not specified by statute, the following oath must be used: "I swear (or affirm) that I know the contents and purpose of this petition and that I signed this petition only once and of my own free will."
7. Each petition page must include the following statement immediately above the signature lines: "All information must be filled in by the person(s) signing the petition unless disability prevents the person(s) from doing so."
8. Each petition page must have no more than ten signature lines. The signature lines must be consecutively numbered. Each signature line must have space for the date

of signature; a signature; and each signatory's year of birth; printed first, middle, and last name; and residence address, municipality, and county.

9. Each petition page must include the following statement: "All information on this petition is subject to public inspection."
10. The words "PROPOSED RECALL PETITION" must be printed at the top of each page of the petition.
11. The name and office held by the City officer who is the subject of the recall petition and, in the case of a City Councilmember, the ward number in which the City officer serves.
12. The specific grounds upon which the City officer is sought to be recalled and a concise, accurate, and complete synopsis of the specific facts that are alleged to warrant recall on those grounds;
13. A statement that a recall election, if conducted, will be conducted at public expense.
14. A statement that persons signing the petition:
 - a. Must be eligible voters residing within the ward where the City officer serves or, in the case of a Citywide officer, within the City;
 - b. Must know the purpose and content of the petition; and
 - c. Must sign of their own free will and may sign only once.
15. A space for the signature and signature date; printed first, middle, and last name; residence address, including municipality and county; and date of birth of each signer.
16. An oath in the following form: "I solemnly swear (or affirm) that I am an eligible voter residing in the ward where the City officer serves or, in the case of a Citywide officer, in the City; I know the purpose and content of the petition; and I signed the petition only once and of my own free will."

Section 4. EFFECTIVE DATE. Pursuant to Minn. Stat. § 410.12, subd. 7, this ordinance shall be effective 90 days after its adoption and second publication.

Passed by the City Council of the City of Willmar this ___ day of _____, 2025.

ATTEST:

Verna Larsen, City Clerk

Douglas E. 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 CITY CHARTER, ARTICLE VII, INITIATIVE, REFERENDUM, AND RECAL, SECTIONS 7.03(c), 7.04(c), & 7.05(c)

Summary: Ordinance No. ____ updates and amends Willmar City Charter, Article VII – Initiative, Referendum, and Recall, Sections 7.03(c), 7.04(c), & 7.05(c), by deleting the previous language and replacing it with updated language that complies with Minnesota Rules 8205.1010 & 8205.2000. Said rules require that petitions be prepared in a certain form and contain language that the Willmar City Charter currently does not require. Added language brings the petition requirements in the Willmar City Charter into compliance with Minnesota laws and rules. Added language includes, but is not limited to, specific requirements such as the size of paper to be used for a petition to be valid, inclusion of specific signer’s oath and statements, as well as including differing requirements for a petition depending on whether the petition is for an initiative measure, a referendum, or a recall.

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:	February 17, 2026	Agenda Item Number:	10.A.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Project No. 2503-C Technology Dr Overlay: Change Order No. 2, Accept & Final		

RECOMMENDED ACTION:

Adopt the resolution approving Change Order No. 2 for Project No. 2503-C in the amount of \$10,909.15.

Adopt the resolution accepting Project No. 2503-C and authorizing final payment to Duininck, Inc. in the amount of \$447,533.59.

OVERVIEW:

Project No. 2503-C, the overlay of Technology Drive from Civic Center Drive to 23rd Street NE, was awarded to Duininck, Inc. at the April 7, 2025 Council Meeting. Change Order No. 2 resulted from the reconciliation of final constructed quantities, with recommendation from staff that final payment be made.

BUDGETARY/FISCAL ISSUES:

The change order and final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. RESOLUTION- CHANGE ORDER NO. 2, ACCEPT & FINAL PROJECT NO. 2503-C
2. Project No. 2503-C Change Order & Final Pay Application

Resolution No.

A RESOLUTION APPROVING CHANGE ORDER NO. 2, ACCEPTING PROJECT NO. 2503-C AND AUTHORIZING FINAL PAYMENT.

Motion By: _____ Second By: _____

IMPROVEMENT: Project No. 2503-C: Technology Drive Overlay

CONTRACTOR: Duininck, Inc.
DATE OF CONTRACT: April 7, 2025
BEGIN WORK: June 10, 2025
COMPLETE WORK: December 29, 2025
APPROVE, ENGINEERING DEPT: February 3, 2026

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

1. The Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for Project No. 2503-C between the City of Willmar and Duininck, Inc. by Change Order No. 2 in the increased amount of \$10,909.15.
2. The said City of Willmar Project No. 2503-C be herewith approved and accepted by the City of Willmar.
3. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$746,051.00
CHANGE ORDER NO. 1	\$10,903.84
CHANGE ORDER NO. 2	\$10,909.15
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$767,863.99
Less Previous Payments	\$320,330.40
FINAL PAYMENT DUE CONTRACTOR:	\$447,533.59

Dated this 17th day of February, 2026

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

February 3, 2026

Shane Stefanick
Public Works Director
City of Willmar
801 Industrial Drive SW
Willmar, MN 56201

RE: Street Improvement Project - Technology Drive S.A.P. 175-157-002
City of Willmar, Minnesota
City Project No.: 2503-C
BMI Project No.: OW1.133493

Dear Shane:

Please find enclosed the Final Payment Application No. 4 and Change Order No. 2 for the above referenced project. The pay application includes all work completed for the Project. The change order is included to reconcile the final quantities to the final contract amount. We have reviewed the final construction materials required to make final payment. Enclosed with this pay application is the final contract closeout material including: Warranty Bond, Consent of Surety to Final Payment, lien wavers, and IC-134's for this project.

Upon review of the closeout documents, we recommend accepting the improvement and approving the final pay application and change order to close out the contract. There is a two year warranty for the project from substantial completion. If you agree, please sign the attached pay application and change order, and return one with payment to Duinick Inc. and one to me for our files.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Spencer Johnson, P.E.
Project Manager

Enclosure

Contractor's Application for Payment

Owner: <u>City of Willmar</u>	Owner's Project No.: <u>2503-C</u>
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>OW1.133493</u>
Contractor: <u>Duininck, Inc.</u>	Agency's Project No.: <u>SAP 175-157-002</u>
Project: <u>Street Improvement Project Technology Drive</u>	
Contract: <u>Street Improvement Project Technology Drive</u>	
Application No.: <u>4 - FINAL</u>	Application Date: <u>11/12/2025</u>
Application Period: <u>From 9/19/2025</u>	<u>to 10/24/2025</u>

1. Original Contract Price	\$	746,051.00
2. Net change by Change Orders	\$	21,812.99
3. Current Contract Price (Line 1 + Line 2)	\$	767,863.99
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	767,863.99
5. Retainage		
a. _____ X <u>\$ 767,863.99</u> Work Completed	\$	-
b. _____ X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	767,863.99
7. Less previous payments	\$	320,330.40
8. Amount due this application	\$	447,533.59
9. Balance to finish (Line 3 - Line 4)	\$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and

(4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.



Contractor: Duininck, Inc.

Signature: 
Justin Zylstra (Dec 29, 2025 15:48:17 CST)

Name: Justin Zylstra

Date: December 29, 2025

Title: Vice President

<p>Recommended by Engineer</p> <p>By: <u></u></p> <p>Name: <u>Josh Halvorson, P.E.</u></p> <p>Title: <u>Principal In Charge</u></p> <p>Date: <u>02/03/2026</u></p>	<p>Approved by Owner</p> <p>By: <u></u></p> <p>Name: <u>Shane Stefanick</u></p> <p>Title: <u>Public Works Director</u></p> <p>Date: <u>2/04/2026</u></p>
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	Owner's Project No.:	2503-C
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.133493
Contractor:	Duininck, Inc.	Contractor's Project No.:	
Project:	Street Improvement Project Technology Drive	Agency's Project No.:	SAP 175-157-002
Contract:	Street Improvement Project Technology Drive		

Application No.: 4 - FINAL Application Period: From 09/19/25 to 10/24/25 Application Date: 11/12/25

A Bid Item No.	B Description	C Contract Information				F1 Previous Estimate		F2 Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E)	F1 Quantity Previous Estimate	F2 Value Previous Estimate	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G)				
Original Contract													
1	VIBRATION MONITORING	1.00	LUMP SUM	59,300.00	59,300.00	0.40	23,720.00	1.00	59,300.00		59,300.00	100%	-
2	MOBILIZATION	1.00	LUMP SUM	18,200.00	18,200.00	0.40	7,280.00	1.00	18,200.00		18,200.00	100%	-
3	REMOVE MANHOLE OR CATCH BASIN	6.00	EACH	530.00	3,180.00	6.00	3,180.00	6.00	3,180.00		3,180.00	100%	-
4	REMOVE CASTING ASSEMBLY (SANITARY)	4.00	EACH	247.00	988.00	4.00	988.00	4.00	988.00		988.00	100%	-
5	REMOVE CASTING ASSEMBLY (STORM)	5.00	EACH	247.00	1,235.00	5.00	1,235.00	4.00	988.00		988.00	80%	247.00
6	REMOVE CASTING ASSEMBLY (CATCH BASIN)	26.00	EACH	67.00	1,742.00	26.00	1,742.00	26.00	1,742.00		1,742.00	100%	-
7	REMOVE CURB AND GUTTER	1,650.00	LIN FT	7.35	12,127.50	1,830.00	13,450.50	1,830.00	13,450.50		13,450.50	111%	(1,323.00)
8	REMOVE CONCRETE VALLEY GUTTER	124.00	SQ YD	7.35	911.40	135.00	992.25	135.00	992.25		992.25	109%	(80.85)
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	30.00	SQ YD	22.30	669.00	35.00	780.50	25.00	557.50		557.50	83%	111.50
10	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	192.00	SQ YD	12.40	2,380.80	115.00	1,426.00	164.00	2,033.60		2,033.60	85%	347.20
11	REMOVE CONCRETE WALK	8,331.00	SQ FT	1.65	13,746.15	11,520.00	19,008.00	11,500.00	18,975.00		18,975.00	138%	(5,228.85)
12	SUBGRADE EXCAVATION	100.00	CU YD	35.00	3,500.00	33.00	1,155.00	33.00	1,155.00		1,155.00	33%	2,345.00
13	COMMON EXCAVATION (P)	1,965.00	CU YD	20.00	39,300.00	1,965.00	39,300.00	1,965.00	39,300.00		39,300.00	100%	-
14	SALVAGE / HAUL / STOCKPILE RECLAIM MATERIAL (EV) (P)	1,965.00	CU YD	4.50	8,842.50	1,965.00	8,842.50	1,965.00	8,842.50		8,842.50	100%	-
15	INSTALL RECLAIM MATERIAL	1,965.00	CU YD	22.00	43,230.00	1,965.00	43,230.00	1,965.00	43,230.00		43,230.00	100%	-
16	GEOTEXTILE FABRIC TYPE 5	10,101.00	SQ YD	0.85	8,585.85	10,101.00	8,585.85	10,101.00	8,585.85		8,585.85	100%	-
17	AGGREGATE BASE (CV) CLASS 5	969.00	CU YD	34.15	33,091.35	-	-	969.00	33,091.35		33,091.35	100%	-
18	FULL DEPTH RECLAMATION (P) (8")	10,101.00	SQ YD	0.90	9,090.90	10,101.00	9,090.90	10,101.00	9,090.90		9,090.90	100%	-
19	BITUMINOUS PATCH SPECIAL (DRIVEWAY PAVEMENT)	152.00	SQ YD	46.15	7,014.80	-	-	143.00	6,599.45		6,599.45	94%	415.35
20	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	945.00	TON	90.00	85,050.00	-	-	950.00	85,500.00		85,500.00	101%	(450.00)
21	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2;B)	1,570.00	TON	88.05	138,238.50	-	-	1,375.00	121,068.75		121,068.75	88%	17,169.75
22	12" RC PIPE SEWER CLASS V	48.00	LIN FT	150.00	7,200.00	68.00	10,200.00	68.00	10,200.00		10,200.00	142%	(3,000.00)
23	ADJUST VALVE BOX	2.00	EACH	350.00	700.00	1.00	350.00	1.00	350.00		350.00	50%	350.00
24	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	24.20	LIN FT	678.00	16,407.60	23.00	15,594.00	23.00	15,594.00		15,594.00	95%	813.60
25	CASTING ASSEMBLY (CATCH BASIN)	26.00	EACH	855.00	22,230.00	26.00	22,230.00	26.00	22,230.00		22,230.00	100%	-
26	CASTING ASSEMBLY (SANITARY)	4.00	EACH	1,450.00	5,800.00	-	-	4.00	5,800.00		5,800.00	100%	-
27	CASTING ASSEMBLY (STORM)	5.00	EACH	875.00	4,375.00	-	-	3.00	2,625.00		2,625.00	60%	1,750.00
28	ADJUST FRAME AND RING CASTING	9.00	EACH	700.00	6,300.00	-	-	9.00	6,300.00		6,300.00	100%	-
29	4" CONCRETE WALK	7,325.00	SQ FT	8.08	59,186.00	1,180.00	9,534.40	10,680.00	86,294.40		86,294.40	146%	(27,108.40)
30	6" CONCRETE WALK	1,410.00	SQ FT	13.15	18,541.50	-	-	1,410.00	18,541.50		18,541.50	100%	-
31	CONCRETE CURB AND GUTTER DESIGN B624	1,650.00	LIN FT	32.55	53,707.50	1,781.00	57,971.55	1,832.00	59,631.60		59,631.60	111%	(5,924.10)
32	6" CONCRETE DRIVEWAY PAVEMENT	75.00	SQ YD	74.15	5,561.25	20.00	1,483.00	52.00	3,855.80		3,855.80	69%	1,705.45
33	7" CONCRETE VALLEY GUTTER	157.00	SQ YD	88.00	13,816.00	182.00	16,016.00	182.00	16,016.00		16,016.00	116%	(2,200.00)
34	TRUNCATED DOMES	176.00	SQ FT	75.00	13,200.00	-	-	219.00	16,425.00		16,425.00	124%	(3,225.00)
35	TRAFFIC CONTROL	1.00	LUMP SUM	3,500.00	3,500.00	0.40	1,400.00	1.00	3,500.00		3,500.00	100%	-
36	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	660.00	660.00	-	-	-	-		-	-	660.00
37	STORM DRAIN INLET PROTECTION	63.00	EACH	120.00	7,560.00	63.00	7,560.00	63.00	7,560.00		7,560.00	100%	-
38	COMMON TOPSOIL BORROW	259.00	CU YD	52.00	13,468.00	-	-	24.00	1,248.00		1,248.00	9%	12,220.00
39	TURF ESTABLISHMENT	1,552.00	SQ YD	2.20	3,414.40	-	-	1,808.00	3,977.60		3,977.60	116%	(563.20)
Original Contract Totals					\$ 746,051.00		\$ 326,345.45		\$ 757,019.55	\$ -	\$ 757,019.55	101%	\$ (10,968.55)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	Owner's Project No.:	2503-C
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.133493
Contractor:	Duininck, Inc.	Contractor's Project No.:	
Project:	Street Improvement Project Technology Drive	Agency's Project No.:	SAP 175-157-002
Contract:	Street Improvement Project Technology Drive		

Application No.:		Application Period:		From		to		Application Date:					
4 - FINAL		09/19/25		10/24/25		11/12/25							
A Bid Item No.	B Description	C Contract Information				D Previous Estimate		E Work Completed		F Materials Currently Stored (not in G) (\$)	G Work Completed and Materials Stored to Date (H + I) (\$)	H % of Value of Item (J / F) (%)	I Balance to Finish (F - J) (\$)
		J Item Quantity	K Units	L Unit Price (\$)	M Value of Bid Item (C X E) (\$)	N Quantity Previous Estimate	O Value Previous Estimate	P Estimated Quantity Incorporated in the Work	Q Value of Work Completed to Date (E X G) (\$)				
Change Orders													
CO - 1.1	MOBILIZATION	1.00	LUMP SUM	2,200.00	2,200.00	1.00	2,200.00	1.00	2,200.00		2,200.00	100%	-
CO - 1.2	4" SOLID WHITE STRIPE	1,189.00	LIN FT	1.10	1,307.90	1,152.00	1,267.20	1,152.00	1,267.20		1,267.20	97%	40.70
CO - 1.3	4" SOLID YELLOW STRIPE	595.00	LIN FT	1.10	654.50	578.00	635.80	578.00	635.80		635.80	97%	18.70
CO - 1.4	PAVEMENT ARROW	8.00	EACH	99.00	792.00	8.00	792.00	8.00	792.00		792.00	100%	-
CO - 1.5	48X48 MINNWEST TECH CAMPUS ENTRANCE SIGN	16.00	SQ FT	53.12	849.92	16.00	849.92	16.00	849.92		849.92	100%	-
CO - 1.6	48X48 MINNWEST TECH CAMPUS ENTRANCE W/ARROW SIGN	32.00	SQ FT	53.12	1,699.84	32.00	1,699.84	32.00	1,699.84		1,699.84	100%	-
CO - 1.7	48"X48" MINNWEST TECH CAMPUS W/ARROW SIGN	64.00	SQ FT	53.12	3,399.68	64.00	3,399.68	64.00	3,399.68		3,399.68	100%	-
CO - 2.0	RECONCILE FINAL QUANTITIES	1.00	LUMP SUM		10,909.15		-		-		-		10,909.15
		Change Order Totals			\$ 21,812.99		\$ 10,844.44		\$ 10,844.44	\$ -	\$ 10,844.44	50%	\$ 10,968.55
Original Contract and Change Orders													
		Project Totals			\$ 767,863.99		\$ 337,189.89		\$ 767,863.99	\$ -	\$ 767,863.99	100%	\$ -

SP/SAP(s)	175-157-002	MN Project No.:		Change Order No.	2
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Project Location	Technology Drive NE, From Civic Center Drive NE to 23 rd Street NE				
Local Agency	City of Willmar	Local Project No.	2503-C		
Contractor	Duininck Inc.	Contract No.			
Address/City/State/Zip	408 6 th Street Prinsburg, MN 56281				
Total Change Order Amount \$	\$10,909.15				

Issue:

1. The Engineer has determined the Contract needs to be revised in accordance with specification 1903 quantity changes and adjustments, due to more concrete replacement required than anticipated. This change order reconciles the final contract amount to the final constructed quantities for a lump sum increase in the amount of \$10,909.15.

Resolution:

1. The Agency has accepted the change order to reconcile the final contract amount based on final constructed quantities.

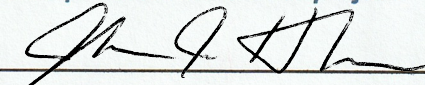
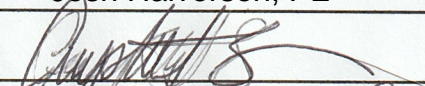
The Contractor has accepted the change order to reconcile the final contract amount based on final constructed quantities.

Entitlement: Payment for the contracts final price will be increased by \$10,909.15

This document does not change Contract Time.

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>						
**Group/funding Category	Item No.	Description	Unit	Unit Price	+ or - Quant ity	+ or - Amount \$
	CO.2	Final Reconciling Change Order	LS	\$10,909.15	1	\$10,909.15
Net Change this Change Order						\$10,909.15

****Group/funding category is required for federal aid projects**

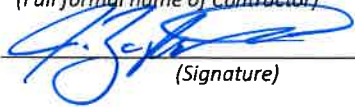

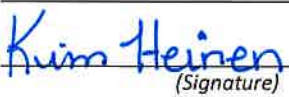

Project Engineer:  Date: 02/03/2026
 Print Name: Josh Halvorson, PE Phone: (320) 905-3520
 Contractor:  Date: 12/29/25
 Print Name: Crystal Swanson Phone: 320 212 9384

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: Federal Funding State Aid Funding Local Funds

District State Aid Engineer: _____ Date: _____

WARRANTY BOND FORM

<p>Contractor</p> <p>Name: Duinick, Inc.</p> <p>Address (principal place of business): 408 6th Street Prinsburg, MN 56281</p>	<p>Surety</p> <p>Name: Western Surety Company</p> <p>Address (principal place of business): 151 N Franklin St. Chicago, IL 60606</p>
<p>Owner</p> <p>Name: City of Willmar</p> <p>Address (principal place of business): 333 SW 6th Street, P.O. Box 755 Willmar, MN 56201</p>	<p>Construction Contract</p> <p>Description (name and location): Street Improvement Project Technology Drive - Willmar, MN</p> <p>Contract Price: \$746,051.00</p> <p>Effective Date of Contract: April 10, 2025</p> <p>Contract's Date of Substantial Completion: 10/31/2025</p>
<p>Bond</p> <p>Bond Amount: <u>\$767,863.99</u></p> <p>Date of Bond: <u>January 14, 2026</u></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9</p>	
<p>Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until 2 year(s) after such Substantial Completion.</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p><u>Duinick Inc</u> <small>(Full formal name of Contractor)</small></p>	<p>Surety</p> <p><u>Western Surety Company</u> <small>(Full formal name of Surety) (corporate seal)</small></p>
<p>By: <u></u> <small>(Signature)</small></p>	<p>By: <u></u> <small>(Signature) (Attach Power of Attorney)</small></p>
<p>Name: <u>Justin Zylstra</u> <small>(Printed or typed)</small></p>	<p>Name: <u>Wes G. Wieberdink</u> <small>(Printed or typed)</small></p>
<p>Title: <u>Vice President</u></p>	<p>Title: <u>Attorney-In-Fact</u></p>
<p>Attest: <u></u> <small>(Signature)</small></p>	<p>Attest: <u></u> <small>(Signature)</small></p>
<p>Name: <u>Kim Heinen</u> <small>(Printed or typed)</small></p>	<p>Name: <u>Wendy Dehmlow</u> <small>(Printed or typed)</small></p>
<p>Title: <u>Contract & Admin Assistant</u></p>	<p>Title: <u>Administrative Assistant</u></p>
<p><small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small></p>	

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City of Willmar - OW1.133493

WARRANTY BOND FORM

February 2025

PAGE 00 61 13.19-1

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. Construction Contract—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. Correction Period Obligations—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C 700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. Substantial Completion—As defined in the Construction Contract.
 - 8.5. Work—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **None**

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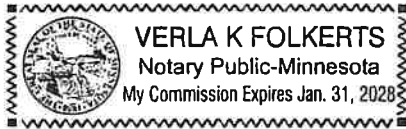
STATE OF Minnesota)SS:
COUNTY OF Kandiyohi)

I, Verla K. Folkerts, Notary Public of Kandiyohi County, in the State of Minnesota do hereby certify that Wes G. Wieberdink, Attorney-in-Fact of the Western Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Prinsburg in said County, this 14th day of January, 2026.

Verla K Folkerts

Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Wes G Wieberdink, Myron Mulder, Individually

of Prinsburg, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten

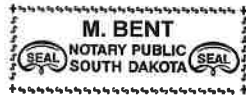
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of January, 2026.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Consent of Surety to Final Payment

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

AIA DOCUMENT G707

Bond No. 30238832

TO OWNER:
(Name and address)
 City of Willmar
 PO Box 755
 Willmar MN 56201

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
 Street Improvements

PROJECT:
(Name and address)

CONTRACT DATED: April 10, 2025

Technology Drive

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the Western Surety Company, 151 N Franklin St, Chicago IL 60606,
(Insert name and address of Surety)

SURETY, on bond of Duininck Inc, PO Box 208, Prinsburg MN 56281
(Insert name and address of Contractor)

_____, CONTRACTOR,
 hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
 Surety of any of its obligations to City of Willmar
(Insert name and address of Owner)

PO Box 755, Willmar MN 56201, OWNER,
 as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 29, 2025
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal):

Western Surety Company
 (Surety)

Myron Mulder
 (Signature of authorized representative)

Myron Mulder, Attorney-In-Fact
 (Printed name and title)

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.
 The language in this document conforms exactly to the language used in AIA Document G707 - Consent of Surety Company to Final Payment - 1994 Edition.

From: [MN Revenue e-Services](#)
To: [Heidi Gerdes](#)
Subject: Your Recent Contractor Affidavit Request
Date: Monday, December 29, 2025 8:29:10 AM

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-017-732-576
Submitted Date and Time:	29-Dec-2025 8:28:53 AM
Legal Name:	DUININCK INC
Federal Employer ID:	41-1552654
User Who Submitted:	gerdes
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1152331776
Minnesota ID:	3586809
Project Owner:	CITY OF WILLMAR
Project Number:	SAP 175-157-002
Project Begin Date:	01-May-2025
Project End Date:	01-Dec-2025
Project Location:	CITY OF WILLMAR
Project Amount:	\$756,954.84

Subcontractor Summary

Name	ID	Affidavit Number
ALL STATE TRAFFIC CONTROL	4300984	11186176
AMERICAN ENGINEERING TESTING	7736088	257077248
BG AMUNDSON	1231857	1892855808
CRAIG BARDSON	2196127	209235968
NORTH STAR LANDSCAPING	1521232	2142941184
REINER CONTRACTING	2595892	1618391040
SIR LINES-A-LOT	3509324	1521266688

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-059-330-528
Submitted Date and Time:	23-Dec-2025 8:33:42 AM
Legal Name:	ALL STATE TRAFFIC CONTROL INC
Federal Employer ID:	47-5418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	11186176
Minnesota ID:	4300984
Project Owner:	CITY OF WILLMAR
Project Number:	SAP 175-157-002
Project Begin Date:	24-Jul-2025
Project End Date:	02-Dec-2025
Project Location:	WILLMAR TECHNOLOGY DRIVE
Project Amount:	\$9,408.48
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: _____

The undersigned hereby acknowledges receipt of the sum of \$ _____

CHECK ONLY ONE.

- 1) as partial payment for labor, skill and material furnished
- 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ _____ (retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:
(legal description, street address or project name)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

SUBCONTRACTOR

By: _____ *Laurie A. Knorr*

(Title)

(Company)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-693-748-704
Submitted Date and Time:	9-Dec-2025 7:05:03 AM
Legal Name:	AMERICAN ENGINEERING TESTING INC
Federal Employer ID:	41-0977521
User Who Submitted:	PhilCh
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	257077248
Minnesota ID:	7736088
Project Owner:	CITY OF WILLMAR
Project Number:	0W1133493
Project Begin Date:	01-Jan-2025
Project End Date:	09-Dec-2025
Project Location:	WILLMAR MN
Project Amount:	\$64,550.00
Subcontractors:	No Subcontractors

Important Messages

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/8/2025

The undersigned hereby acknowledges receipt of the sum of \$ 64,550.00

CHECK ONLY ONE.

- 1) as partial payment for labor, skill and material furnished
- 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 5,250.00 (retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:
(legal description, street address or project name)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

SUBCONTRACTOR

By: _____

(Title)

American Engineering Testing, Inc.
(Company)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-310-352-352
Submitted Date and Time:	16-Dec-2025 9:37:17 AM
Legal Name:	BG AMUNDSON CONSTRUCTION INC
Federal Employer ID:	41-1694456
User Who Submitted:	amundson
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1892855808
Minnesota ID:	1231857
Project Owner:	CITY OF WILLMAR
Project Number:	SAP 175-157-002
Project Begin Date:	16-Sep-2025
Project End Date:	30-Sep-2025
Project Location:	CITY OF WILLMAR
Project Amount:	\$269,569.61
Subcontractors:	No Subcontractors

Important Messages

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: _____

The undersigned hereby acknowledges receipt of the sum of \$ _____

CHECK ONLY ONE.

- 1) as partial payment for labor, skill and material furnished
- 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ _____ (retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:
(legal description, street address or project name)

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SUBCONTRACTOR

By: _____

(Title)

(Company)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-635-143-136
Submitted Date and Time:	9-Dec-2025 10:12:58 AM
Legal Name:	CRAIG BARDSON EXCAVATING INC
Federal Employer ID:	42-1443185
User Who Submitted:	Bardson
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	209235968
Minnesota ID:	2196127
Project Owner:	CITY OF WILLMAR
Project Number:	0W1.133493/ 2503-C/ SAP 175-157-002/ DI#252020 TECHNOLOGY DRIVE
Project Begin Date:	19-Aug-2025
Project End Date:	19-Aug-2025
Project Location:	TECHNOLOGY DRIVE - WILLMAR, MN
Project Amount:	\$6,204.54
Subcontractors:	No Subcontractors

Important Messages

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/8/2025

The undersigned hereby acknowledges receipt of the sum of \$ 6,204.54

CHECK ONLY ONE.

- 1) as partial payment for labor, skill and material furnished
- 2) as payment for all labor, skill and material furnished or to be furnished
(except the sum of \$ 450.00 (retainage or holdback))
- 3) as full and final payment for all labor, skill and material furnished or to be
furnished to the following described real property:
(legal description, street address or project name)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

SUBCONTRACTOR

By: Mariah Kostreba

Controller/Business Admin
(Title)

Craig Bardson Excavating
(Company)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-599-581-664
Submitted Date and Time:	17-Dec-2025 9:06:17 AM
Legal Name:	NORTH STAR LANDSCAPING INC
Federal Employer ID:	41-1776393
User Who Submitted:	NStar1
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	2142941184
Minnesota ID:	1521232
Project Owner:	CITY OF WILLMAR
Project Number:	SAP 175-157-002
Project Begin Date:	01-May-2025
Project End Date:	01-Dec-2025
Project Location:	WILLMAR
Project Amount:	\$11,818.22
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/8/2025


The undersigned hereby acknowledges receipt of the sum of \$ 11,818.22

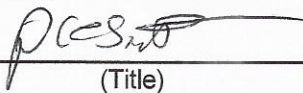
CHECK ONLY ONE.

- 1) as partial payment for labor, skill and material furnished
- 2) as payment for all labor, skill and material furnished or to be furnished
(except the sum of \$ 4,175.42 (retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be
furnished to the following described real property:
(legal description, street address or project name)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

SUBCONTRACTOR

By: 


(Title)

North Star Landscaping
(Company)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-859-194-336
Submitted Date and Time:	9-Dec-2025 11:24:37 AM
Legal Name:	REINER CONTRACTING INC
Federal Employer ID:	41-1831218
User Who Submitted:	ReinerContracting
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1618391040
Minnesota ID:	2595892
Project Owner:	CITY OF WILLMAR
Project Number:	SAP 175-157-002
Project Begin Date:	25-Jul-2025
Project End Date:	25-Jul-2025
Project Location:	WILLMAR
Project Amount:	\$5,671.70
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/8/2025

The undersigned hereby acknowledges receipt of the sum of \$ 5,671.70

CHECK ONLY ONE.

- 1) as partial payment for labor, skill and material furnished
- 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 283.58 (retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:
(legal description, street address or project name)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

SUBCONTRACTOR

By: *[Signature]*

CONTROLLER
(Title)

Reiner Contracting
(Company)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-021-245-920
Submitted Date and Time:	10-Dec-2025 8:43:45 AM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1521266688
Minnesota ID:	3509324
Project Owner:	CITY OF WILLMAR
Project Number:	WILLMAR TECHNOLOGY DRIVE
Project Begin Date:	01-Aug-2025
Project End Date:	20-Aug-2025
Project Location:	WILLMAR, MN
Project Amount:	\$4,504.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/8/2025

The undersigned hereby acknowledges receipt of the sum of \$ 4,504.00

CHECK ONLY ONE.

- 1) as partial payment for labor, skill and material furnished
- 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 222.50 (retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property:
(legal description, street address or project name)

and for value received hereby waives all rights which may have been acquired by the undersigned to file mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

SUBCONTRACTOR

By: Thomas Keating

Thomas Keating, Director of Finance
(Title)

Sir Lines A Lot
(Company)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Rail Corridor Study		

RECOMMENDED ACTION:

Adopt the Resolution approving the proposal from SRF Consulting Group, Inc. (SRF) & TRAINFO in the amount not to exceed \$300,000.

OVERVIEW:

In November 2025, the City Council approved the Rail Corridor Cooperative Agreement between the City of Willmar, Kandiyohi County, and BNSF Railway Company (BNSF).

The City of Willmar (Owner) has solicited proposals from qualified consulting firms to perform a comprehensive Rail Corridor Study in partnership with Kandiyohi County and BNSF Railway Company (BNSF). The study will evaluate multimodal safety, efficiency, connectivity, and resiliency across the BNSF Morris and Marshall Subdivisions within Kandiyohi County. The Request for Proposals (RFP) is based on the Cooperative Agreement executed between the Parties. Proposals were received on January 16, 2026. In total, four proposals were received by the following consultants:

1. AECOM Technical Services, Inc. (AECOM) & Bolton & Menk
2. HDR Engineering, Inc. (HDR) & Transportation Collaborative and Consultants (TC2)
3. Quandel Consultants, Inc., WSB, & Rani Engineering
4. SRF Consulting Group, Inc. (SRF) & TRAINFO

Staff from the City of Willmar, the Kandiyohi County Public Works Director, and a BNSF Public Projects Manager reviewed each proposal and unanimously supported the proposal from SRF Consulting Group, Inc. (SRF) & TRAINFO for the City Council and County Board's consideration.

BUDGETARY/FISCAL ISSUES:

Fund 450: Capital Improvement Program

Total Project Budget	\$300,000
City of Willmar	\$100,000
Kandiyohi County	\$100,000
BNSF Railway Company	\$100,000

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution SRF RAIL
2. Rail Corridor Study_SRF Proposal

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY OF WILLMAR TO ENTER INTO A CONSULTING AGREEMENT WITH SRF CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$300,000

Motion By: _____

Second By: _____

WHEREAS, the City Willmar and Kandiyohi County desire to evaluate the BNSF corridors for opportunities to improve safety, reduce trespassing and transportation conflicts, and consolidate railroad crossings, through a Corridor Study; and

WHEREAS, the Parties have entered into a cooperative Agreement to memorialize their current understanding, and to set forth the basic terms and conditions that BNSF, City, and County agree upon, and that will be included as part of the Study.

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, to authorize the Mayor and the City Administrator to enter into a consulting agreement with SRF Consulting Group, Inc., in an amount not to exceed \$300,000

Dated this 17th day of February, 2026

MAYOR

Attest:

CITY CLERK

CITY OF WILLMAR, KANDIYOHI COUNTY, AND BNSF RAILWAY COMPANY

RAIL CORRIDOR STUDY

PROPOSAL



In partnership with
TRAINFO

JANUARY 16, 2026



3701 Wayzata Boulevard, Suite 100
Minneapolis, MN 55416
763.475.0010
www.srfconsulting.com

January 16, 2026

Mr. Kyle Box, City Operations Director
City of Willmar
333 6th Street SW
Willmar, MN 56201

Subject: Proposal for Rail Corridor Study

Dear Kyle Box and Members of the Selection Committee:

On behalf of **SRF Consulting Group, Inc. (SRF)**, and **TRAINFO**, we are pleased to submit our qualifications and proposal for the Rail Corridor Study. The SRF Team brings outstanding personnel and cutting-edge data and tools for analyzing the BNSF Morris and Marshall Subdivisions within Kandiyohi County. The SRF team brings a powerful combination of experienced project management, rail infrastructure planning, as well as engineering analysis and design expertise. In addition, we have a proven history of helping clients secure infrastructure financing to support their goals for enhancing public safety, improving community livability, enhancing mobility, while improving network efficiency. **SRF has secured over \$3.2 billion in federal grant awarded for our clients.**

Our proposed Project Manager is **Mark Berndt**, with 45 years of rail and freight planning experience. Mark has managed dozens of multidisciplinary projects over his career, including multi-state and intra state rail corridor studies, state rail plans, regional rail plans and rail facility specific feasibility studies. Mark was the principal investigator (PI) for national research on rail corridor grade crossings: Prioritization Procedure for Proposed Road-Rail Grade Separation Projects Along Specific Rail Corridors (NCHRP Report 901). Mark also led a multi-state corridor planning effort on the BNSF Great Northern Corridor across seven states including Minnesota. Mark will be supported by a strong bench including **Justin Scott, AICP**, with nearly 20 years of freight and railroad experience including many local quiet zone studies and rail safety action plans. Justin also helped lead the successful Rail Crossing Elimination grant application awarded to Kandiyohi County in FY2022. **Kevin LaRue, PE**, will lead our engineering design/improvement team in Phase 3. Kevin has 19 years of project management, design and construction experience. **Kevin was the project lead and Engineer of Record for the City of Moorhead's SE Main Avenue/20th Street/21st Street BNSF Grade Separation.** **Andy Mielke, AICP**, will act as senior advisor and provide QA/QC oversight.

SRF offers an in-house multidisciplinary team of traffic and civil engineers, environmental planners, public engagement professionals and grant financing specialists to support Mark and Justin. We are also partnering with TRAINFO a railroad technology firm with an exclusive focus on reducing collision risks and traffic delays at rail crossings. Accurate traffic and activity data at crossings is a critical foundation not only for conducting a sound, fact-based study, but also for measuring future results. TRAINFO produces the most detailed, accurate, and affordable traffic delay statistics at rail crossings in the industry. TRAINFO will provide access to an online data portal allowing clients to drill into crossing data to determine traffic delay by time-of-day and by origin-destination pair.

¹ The National Cooperative Highway Research Program (NCHRP) is funded by the American Association of State Highway and Transportation Officials (AASHTO) through the National Academy of Sciences.

WHY CHOSE SRF?

- **Extensive experience coordinating with the FRA and BNSF.** We have successfully delivered dozens of rail grade separation projects across the Midwest, from feasibility through final design and construction. Our team’s work on the City of Moorhead’s SE Main Avenue/20th Street/21st Street BNSF Grade Separation included the design of three steel bridges and over 2,500 feet of retaining walls, with complex staging to maintain uninterrupted rail operations. This project was recognized with multiple awards including the 2023 ACEC-MN Engineering Excellence Grand Award and the 2023 APWA Public Works Project of the Year in Transportation for Small Cities/Rural Communities.
- **Cutting-edge data and tools.** SRF and TRAINFO are currently working together on several grade crossing elimination studies in the Midwest. TRAINFO technologies provide accurate, real-time data on traffic delays. This and other information is fed into SRF’s Rail Crossing Assessment Tool (RCAT) to provide a wide range of crossing metrics to support fact-based planning and future funding applications.
- **Visualization capabilities.** Our visualization capabilities bring ideas to life through 3D renderings, animations, and virtual tours. Our Visualization Studio creates immersive, real-time digital environments that help stakeholders understand design alternatives, evaluate impacts, and make informed decisions. These tools will be instrumental in communicating the benefits and trade-offs of each grade separation alternative.
- **Unparalleled funding and grant expertise.** SRF’s Funding and Grants Team has secured \$2.2 billion for our clients in the past five years, including a successful RCE grant in the amount of \$4.82 million for Kandiyohi County for an overpass on CSAH 55 spanning the BNSF rail line southwest of Willmar.
- **Experienced Project Management Team.** Our project management team (Mark Berndt, Justin Scott and Andy Mielke) provide over 75 years of combined project management experience, and many railroad projects on the BNSF network.

We have included in our proposal personnel and project examples that reflect SRF’s proven ability to navigate regulatory requirements, secure approvals, and deliver infrastructure that balances engineering innovation with constructability and community impact.

We appreciate your consideration and look forward to the opportunity to partner with you on this important phase of the project development process. Please feel free to contact us at mberndt@srfconsulting.com | 763-438-9299 or jscott@srfconsulting.com | 763.249.6764 with any questions or requests for additional information.

Sincerely,



Mark J. Berndt, MBA
Director / Project Manager



Andy Mielke, AICP
Senior Vice President / QA/QC

SRF acknowledges receipt of Addendum No. 1 dated December 24, 2025 and Addendum No. 2, dated December 31, 2025.



PROJECT UNDERSTANDING

The City of Willmar, Kandiyohi County, and BNSF have collaborated on the Willmar Wye, a major rail infrastructure investment designed to streamline freight movements, reduce at-grade conflicts, and improve long-term operations in and around the railyard. As train movements and routing adapt to the Wye's benefits, crossing activity patterns (and the safety and mobility conditions that come with them) are changing. A corridor-wide look at crossings is the timely next step to verify what is working, identify what needs attention, and position the City, County, and BNSF for near-term fixes and long-term capital programming.

Building on the [WITH Willmar Comprehensive Plan](#) and the [Willmar Safe Streets for All \(SS4A\) Plan](#), the corridor study will:

- Improve safety and reduce exposure for people walking, biking, rolling, and driving
- Enhance mobility and reliability, especially at downtown and high-activity crossings
- Support BNSF efficiency and local commerce by reducing operational bottlenecks
- Prepare grant-ready projects (RCE, SS4A, state/federal programs) with a clear path to delivery

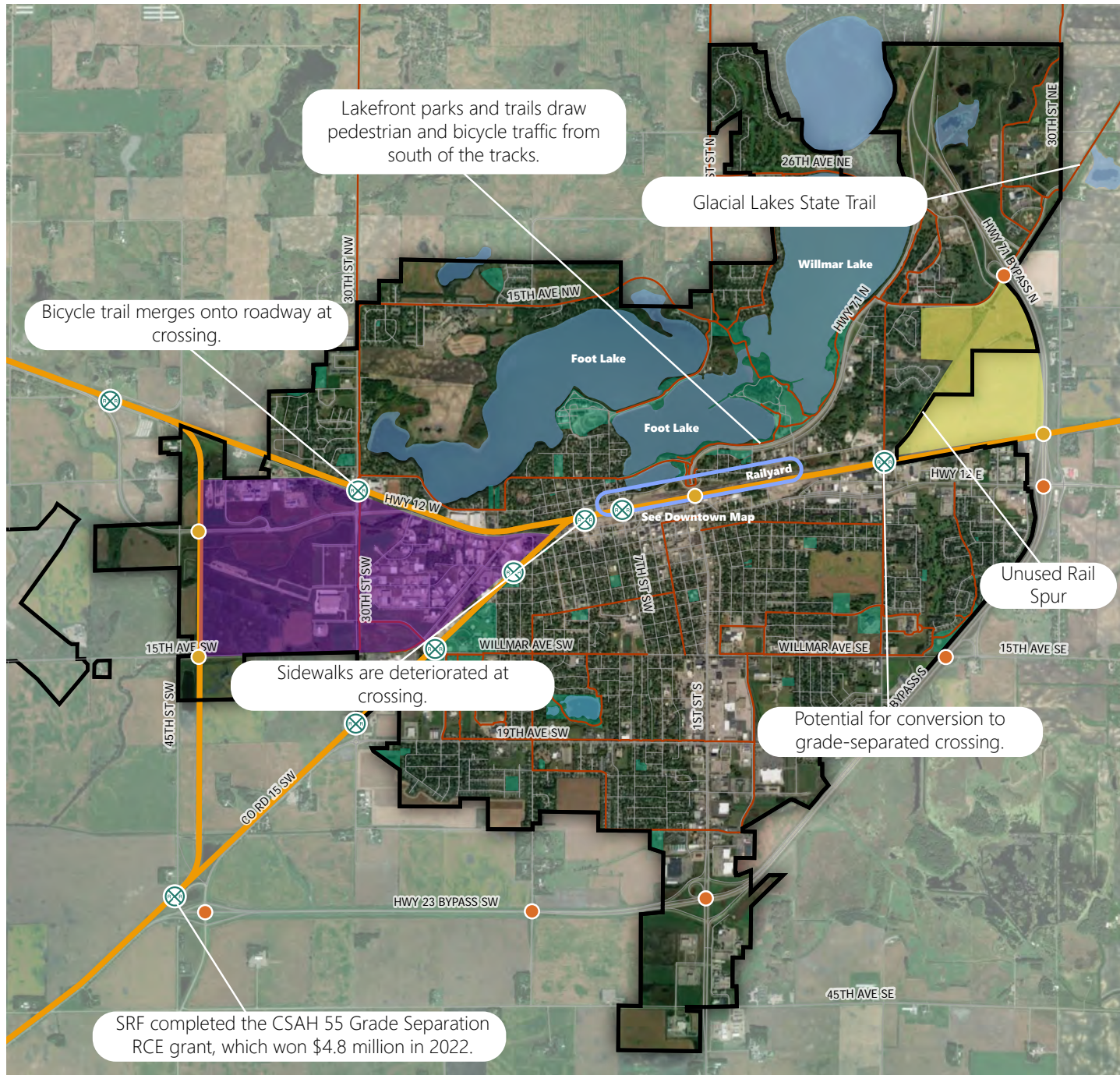
Willmar's role as a regional hub for central Minnesota serving freight, healthcare, education, and community destinations makes reliable, safe crossings an essential ingredient in daily life and long-term growth. The Willmar Rail Corridor Study builds on a series of recent planning efforts that have established a strong foundation for improving safety, mobility, and connectivity across the community. The WITH Willmar Comprehensive Plan, adopted in June 2025, sets a vision for Willmar to "Work, Innovate, Thrive, and call Home" a vision directly supported by safer, more reliable rail crossings. The Plan calls for assessing

the BNSF corridor's impacts on downtown economy, multimodal transportation, and pedestrian experience, while promoting continued investment in the Willmar Rail Park and Industrial Park along the BNSF mainline. Similarly, the Willmar Safe Streets for All (SS4A) Plan, also adopted in 2025, identifies four rail crossings on the High Injury Network at Trott Avenue, 10th Street SW, 7th Street SW, and 1st Street S. and highlights equity concerns in neighborhoods near the tracks, reinforcing the need for targeted safety improvements. The Willmar Bikes, Pedestrian, and Trails Plan further emphasizes multimodal priorities, identifying 7th Street NW and 1st Street S as high-use pedestrian corridors and recommending upgrades such as new shared-use paths, bike lanes, and the repair or replacement of the pedestrian bridge over the railyard.

On-the-ground conditions underscore these priorities. Downtown crossings near the BNSF railyard are frequently blocked, limiting access to jobs, services, and regional destinations north of the tracks, including Foot Lake, Robbin's Island Regional Park, and Ridgewater College. Many at-grade crossings lack active warning devices and existing pedestrian infrastructure is degraded, creating safety risks for people walking and biking. The closure of the pedestrian bridge between 6th Street SE and Porto Rico Street further restricts connectivity, while the 1st Street bridge offers limited protection for non-motorized users. Beyond downtown, the unused rail spur east of Lakeland Drive NE presents both challenges and opportunities as the Urban Growth Boundary envisions future industrial and residential development, along with potential trail extensions.

This study will consolidate these planning directions and address current conditions to produce crossing-specific, capital-ready concepts with cost estimates and phasing, ensuring Willmar is positioned to secure funding and implement improvements that enhance safety, mobility, and quality of life for all.

Identified Crossing Considerations

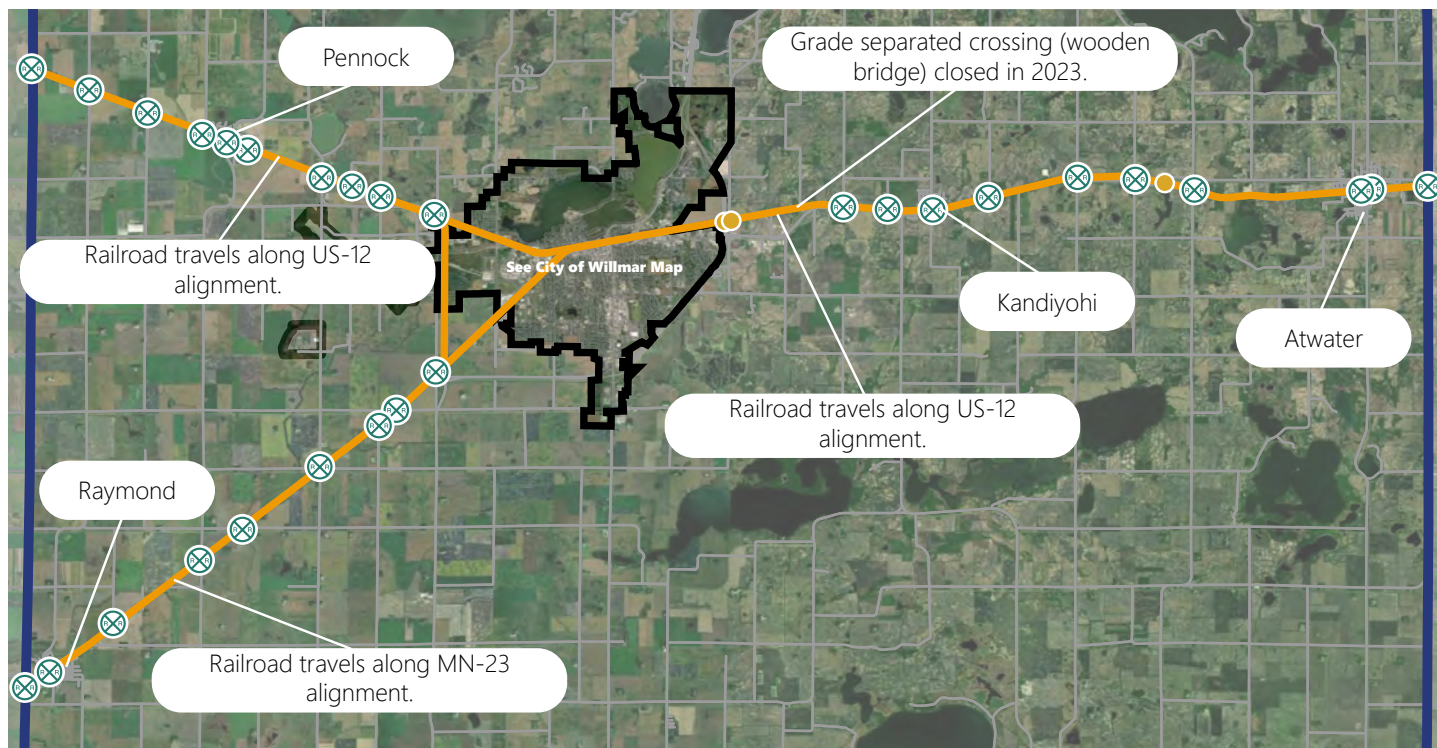


Identified Crossing Considerations City of Willmar

- Bicycle Facilities
- BNSF Railroad
- City Limits
- Lakes
- Roads
- Parks
- At-Grade Crossings
- Grade-Separated Rail Crossings
- Grade-Separated Road Crossings
- Industrial Park
- BNSF Rail Yard
- Urban Growth Area 'A'



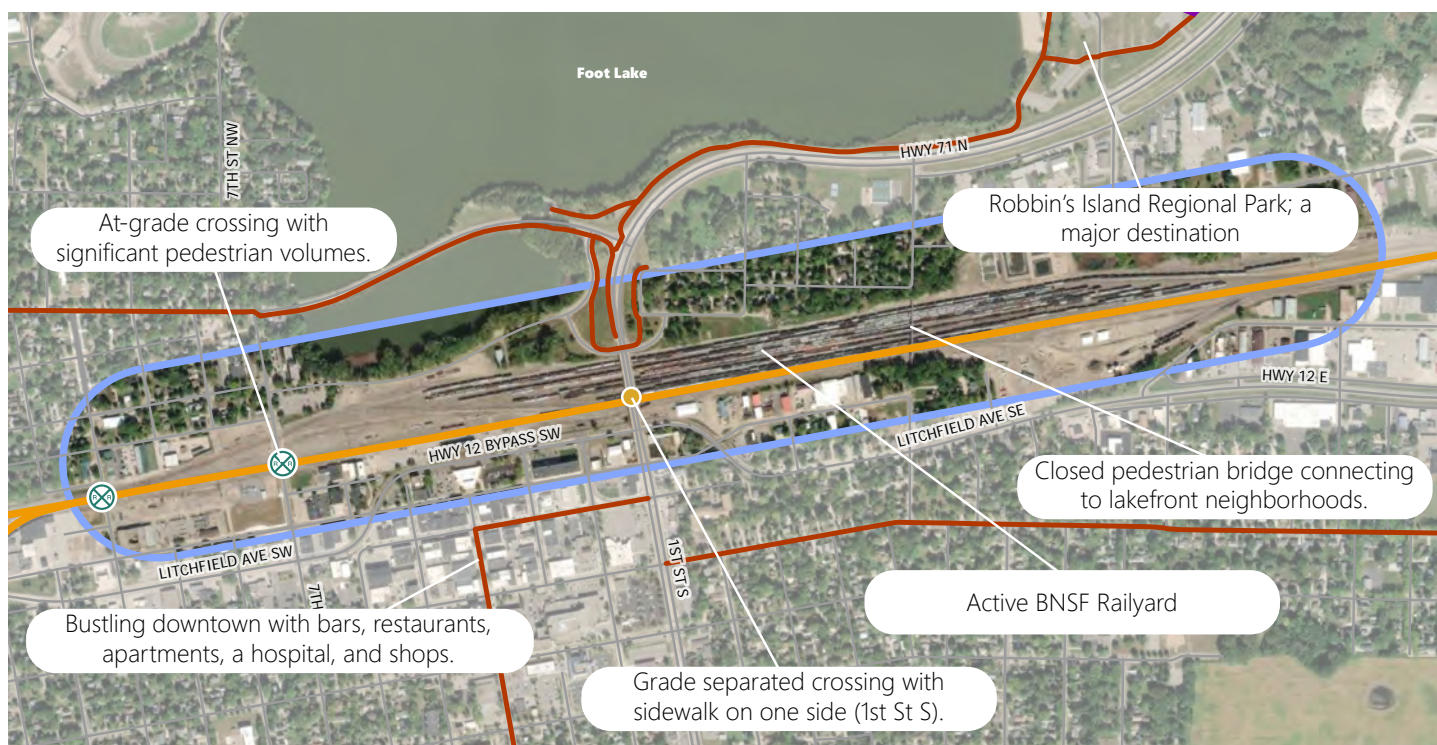
0 0.33 0.65 1.3 Miles



Kandiyohi County



0 1.25 2.5 5 Miles



Downtown Willmar - Rail Yard



0.07 0.15 0.3 Miles



PROJECT APPROACH AND METHODOLOGY

Our approach combines innovative data collection technology, strategic stakeholder collaboration, and professional project delivery results. The following scope of work outlines the steps the SRF Team plans to take for evaluating existing conditions in both the BNSF Morris and Marshall Subdivisions within Kandiyohi County.

Phase PM: Project Administration and Management

After receiving a notice to proceed **Mark Berndt** will provide the City of Willmar with a draft project management plan (PMP) to guide project execution. The PMP for this project will be modelled after FRA requirements for development and implementation for railroad capital projects. Mark and **Justin Scott** will facilitate a kickoff meeting with the City of Willmar, Kandiyohi County and BNSF to confirm project goals, roles, and expectations. This meeting will also be used to review the scope, schedule, and communication protocols to ensure alignment across all participants. SRF will prepare meeting materials and provide a meeting summary within seven working days.

Following the kickoff, SRF will finalize the PMP, which will serve as a roadmap for managing tasks, timelines, responsibilities, and quality control throughout the plan development. **Andy Mielke** will serve as SRF's Quality Manager in addition to serving as a study advisor. Additionally, SRF's project management team will work with **Dan McNeil** to develop a stakeholder map that identifies key individuals, agencies, and organizations whose input will be critical throughout the study, with a focus on freight operators, community representatives, and local governments.

Phase PM. Commitment to Quality

SRF's QC/QA process is closely tied to the proposed project schedule. To ensure the quality of our work and deliverables, we track projects to ensure that milestone dates are met and that appropriate staff have reviewed the product before it is delivered to the client. Regular progress reports are sent to the City's project manager to document the project schedule status and identify any emerging issues that could potentially affect timely task completion. If an emerging issue appears to be a schedule threat, SRF will work with the client project manager to determine a plan for keeping the project on track. Our QA/QC process is based on a collaborative approach to catching and dealing with potential issues before affecting the schedule or deliverables.

Project Management Deliverables:

- Kickoff meeting summary and action items
- Project Management Plan (PMP)
- Recurring: Project meetings (virtual or in-person, frequency TBD), written progress reports, invoices

Phase 1: Desktop and Field Reviews

Understanding current conditions is essential to developing a Purpose and Needs Statement and laying the foundation for effective safety improvement alternatives. SRF's **Justin Scott** will lead this phase of the work to evaluate existing conditions. Each subtask described below will result in a white paper describing how the task was performed and summarizing the results / conclusions of the task.

Review Previous Studies and Evaluate Existing Conditions

REVIEW PREVIOUS STUDIES

SRF staff will gather existing information from prior studies and conduct field surveys. Justin has recent experience delivering railroad safety plans and local quiet zone studies. He has reviewed hundreds of individual crossings across the Midwest to identify potential safety issues and cost-effective crossing improvement options. Justin was a major contributor to the St. Louis County Railroad Crossing Safety Plan completed in 2024 where over a thousand crossings were evaluated for closure or grade separation opportunities. He also developed Wisconsin's Bicycle/Pedestrian Railroad Crossing Safety Action Plan. SRF's **Ayden Schaffler** recently delivered Willmar's Comprehensive Plan and is familiar with other studies that have been completed in the region.



GATHER COMPREHENSIVE DATA

SRF has partnered with TRAINFO, a leader in rail crossing analytics, to augment traditional field counts with advanced, continuous

measurements. Using TRAINFO's Congestion Analytics and Blockage Insight applications, we will remotely monitor train movements, vehicle flows, active transportation users, and trespass activity at strategic BNSF grade crossings within the two corridors. TRAINFO delivers granular, time stamped records of crossing activations and their ripple effects on roadway operations, capturing not just how often and how long blockages occur, but how they translate into changes in travel times, delays, queues, and reliability losses across the network. TRAINFO's data will be supplemented with other traffic volumes at other locations and updated crash history using the Minnesota Crash Mapping Analysis Tool (MnCMAT2) or CRASH by Citan. The image below created using CRASH shows ten years of crash history at 7th Street NW (CR-41) the at-grade crossing including four Property Damage Only (PDO) collisions and one Suspected Minor Injury collision.

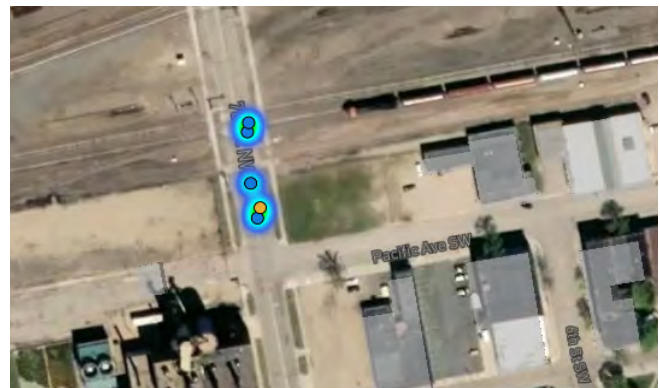


Exhibit 1: Ten Year Summary of Crash History at 7th Street NW Grade Crossing . Source: SRF using the Citan CRASH Tool

SRF's Rail Crossing Assessment Tool (SRF-RCAT) will be used to catalogue crossing attribute data related to traffic, geometry, demographics, and surrounding land uses. RCAT is a multi-criteria grade crossing assessment tool designed to support state and local transportation officials evaluate, rank, and prioritize at-grade railroad crossings when applying for grants for grade separation projects. RCAT expands upon FRA's traditional traffic and safety risk factors by incorporating economic, environmental, and community livability factors required to support federal benefit cost analyses (BCA). We propose using RCAT to run scenarios against a variety of crossing treatments in the corridor. The map in Exhibit 2 RCAT risk scores based on existing data in the FRA Grade Crossing Inventory. RCAT will be updated with additional attribute data. Each module has algorithms to produce crossing metrics that can be used for future state or federal funding applications.

Kandiyohi County Grade Crossing Safety Risk

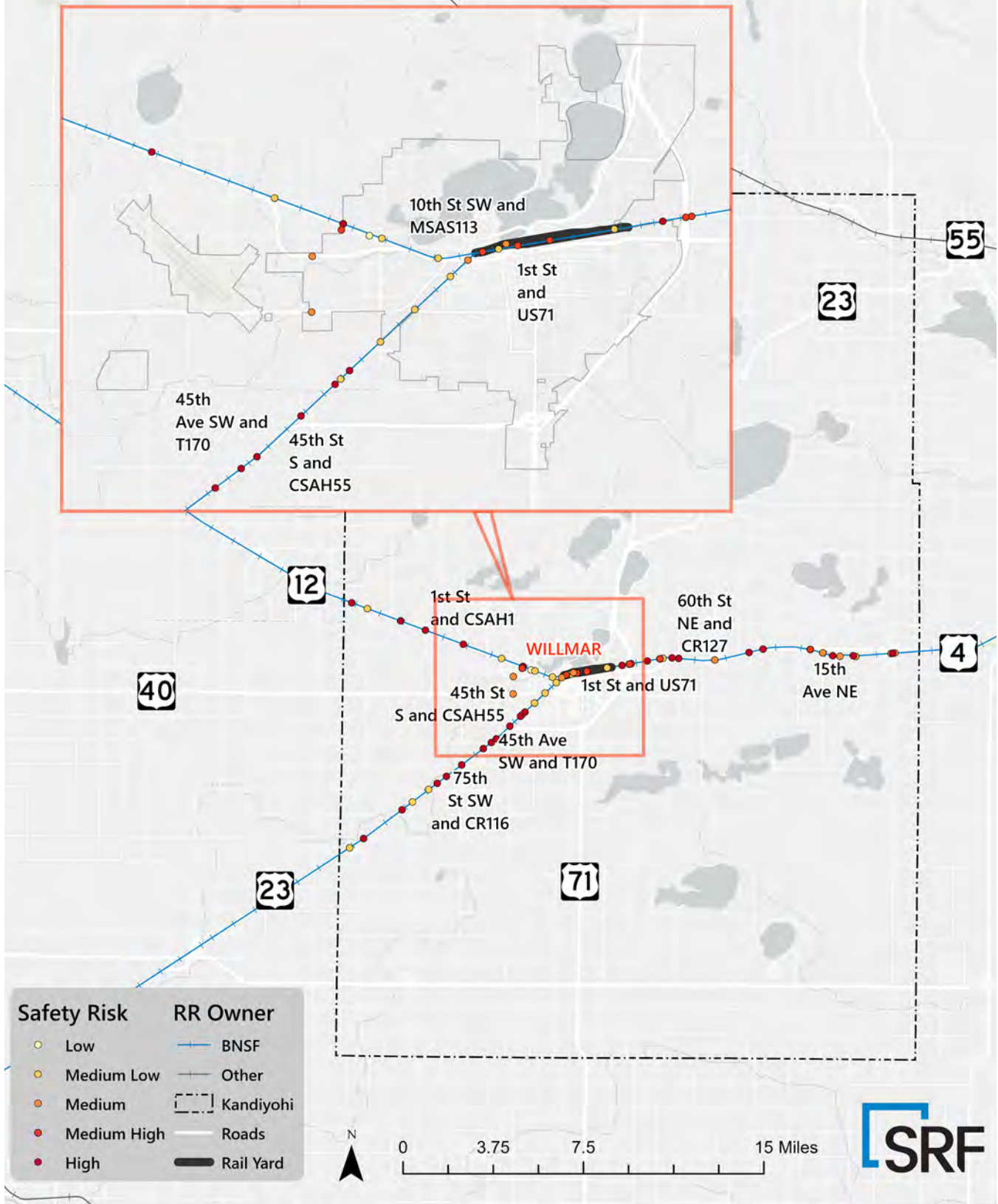


Exhibit 2: RCAT Risk Scores from FRA Data

Traffic Assessments for Current and Future Conditions:

MODEL TRAFFIC DATA

To replicate observed field conditions, SRF will leverage the TRAINFO data and coordinate with Kandiyohi County to create a calibrated VISSIM simulation model to quantify the operational and safety performance (travel times, delays, queues, reliability, vehicle trajectories for safety conflict analysis). The VISSIM model developed by SRF for MnDOT's US 12 corridor study will be leveraged to assess the 7th and 10th Street crossings, and expanded on for the other potential crossing closures. Once the traffic and active transportation data in each corridor is reviewed and approved by the City of Willmar, Kandiyohi County and BNSF, the data for each crossing will be uploaded to the RCAT. The RCAT economics module converts traffic values and crossing delay into user costs / savings (value of time, fuel, emissions) to support benefit cost analysis (BCA) metrics. To support the analysis, traffic forecasts will be developed using growth projections consistent with methodology approved by MnDOT, which will also provide consistency with previous forecasts evaluated along US 12 that were developed by SRF. Further, SRF will leverage TRAINFO data and Streetlight origin-destination data—and Streetlight's roadway closure tool—to predict traffic re-routing because of rail crossing closures. Re-routed traffic will be applied to each alternative evaluated in VISSIM with results subsequently produced for the BCA.

EVALUATE ACTIVE TRANSPORTATION AND TRESPASS MOVEMENT PATTERNS

TRAINFO data collection sites will include video data to capture the frequency of active transportation users at crossings, whether a train is present or not. TRAINFO data will be supplemented with active transportation data from Streetlight, to confirm and support origins, destinations, and paths for users. In addition, we will review each corridor for indications of active transportation users or trespassing. "Goat paths" caused by repetitive human activity across rail tracks and right-of-way. Beyond trains, vehicles and active transportation users, we will also document the broader context in which these crossings operate as part of adjacent community facilities and sensitive receptors such as fire/EMS facilities, schools, libraries, and areas with vulnerable populations. Our dataset will incorporate recent planning work, and updated roadway geometry, turning movement volumes by class (including trucks and school buses), crash history, pedestrian activity, utility locations, adjacent structures, and planned capital improvements.



MODEL AND ANALYZE CROSSINGS

The VISSIM simulation model will also be employed as described above to analyze the impacts of up to three crossing closures. The selected crossings chosen for additional traffic analysis can be informed using RCAT, but final selections will be made by consensus between the City of Willmar, Kandiyohi County and BNSF.

In addition to traffic modeling, SRF will also utilize the Minnesota Freight Network Optimization Tool (FNOT) to analyze future potential uses of the BNSF spur line. FNOT is an online platform designed to support public and private sector logistics and freight professionals. Developed in collaboration with the Minnesota Department of Transportation (MnDOT), the tool allows users to analyze and visualize freight data, run optimization scenarios, and explore market demands for new freight facilities or services. Before joining SRF, our Project Manager Mark Berndt, led FNOT's development. Our planning team will use FNOT results in combination with early stakeholder interviews to make recommendations regarding future uses of the spur line.

Document high-level environmental constraints within the corridors

Jana Guseynova will lead the high-level environmental review strategy and task for the Rail Corridor Study. The review and deliverable will be structured to meet Minnesota and Federal Railroad Administration (FRA) requirements and support future National Environmental Policy Act (NEPA) documentation. In accordance with FRA guidance and 23 CFR Parts 771 and 774, we will investigate a host of environmental considerations to inform future project decision-making and reduce potential risks. This includes a high-level social, economic, and environmental (SEE) scan to identify potential impacts related, but not limited to Section 4(f)/Section 6(f) properties, cultural and water resources, threatened and endangered species, environmental justice, and contaminated materials. Any "red-flag" constraints will be investigated further and detailed in the documentation. Coordination will be established with FRA, MnDOT, USACE, and other relevant agencies, and public involvement will be integrated to ensure transparency and responsiveness. We will compile findings into a SEE Scan that will inform and support the evaluation and documentation of study alternatives in

Task 5. These efforts will inform future environmental reviews, whether through a Categorical Exclusion (CE), Environmental Assessment (EA), or Environmental Impact Statement (EIS), and ensure compliance with all applicable environmental laws and executive orders. This approach supports informed decision-making and positions the project for successful advancement and funding eligibility. Angela Deen, PhD, will support Jana in the environmental review process.

Phase 1 Deliverables

All reports resulting from the Rail Corridor Study will be presented using clear, concise narratives supported by tables, graphics and maps. Each deliverable will be submitted for review under SRF's QA/QC process

- White Paper A: Previous studies and crossing field review summary - 2 months from notice to proceed (NTP). The contents of this paper will present existing crossing infrastructure, baseline operations, key constraints, and safety concerns at each of the approximately 80 public crossings in the two corridors. Baseline RCAT scores will be presented in an appendix.
- White Paper B: Current and future traffic assessments – modeling approach and results – 4 months from NTP. The contents of this paper will describe the data sources and modeling approach and present current and future traffic information for each crossing in the two corridors. The data will be summarized using clear concise narrative supported by tables, graphics and maps. Baseline RCAT scores will be presented in an appendix.
- White Paper C: SEE Scan Report/Environmental constraints at grade-crossings in Kandiyohi County – 4 months from NTP
- Tech Memo #1: Kandiyohi County Grade Crossing Purpose and Need Statement – 5 months from NTP



Phase 2: Public Outreach / Stakeholder Involvement

Effective community engagement is essential to building support and ensuring the Rail Corridor Study reflects local priorities and concerns. SRF brings deep experience engaging with various stakeholders influenced by rail crossings. **Mark Berndt** will lead the overall stakeholder outreach and coordination for the study with support from **Dan McNiel, AICP**. Our approach begins by developing a comprehensive Public Outreach Plan (POP) within five business days of the kickoff. This plan will detail our promotional strategies, evaluation measures, and specific considerations for engaging historically underrepresented transportation users (e.g., BIPOC, low-income, and elderly populations) as well as vulnerable corridor users like those who walk, bike, or roll near the BNSF Morris and Marshall Subdivisions. The final POP will ensure that engagement is inclusive, accessible, and aligned with project milestones.



Dan McNiel engaging with stakeholders for a project near New London, Minnesota

Targeted Partner Collaboration

The outreach strategy will include in-person one-on-one and small group meetings to discuss exiting issues and potential crossing improvements with local government officials and regional development agencies like the Mid-Minnesota Rural Development Commission. We will facilitate up to ten (10) in-person meetings with local government officials, land-use planners, and economic development partners. These sessions will focus on high-priority “red-flag” areas, such as the 7th and 10th Street closures and the Lakeland Drive/CR 5 grade separation. To gain a commercial perspective, we will include interviews with businesses and trucking companies to quantify the economic impact of crossing delays.

Public Workshops / Meetings

To maximize local participation, we will host a series of three public workshops. The first will reaffirm community concerns to be highlighted in the Purpose and Need statement, with a specific focus on identifying pedestrian and trespasser movement patterns near the Willmar Yard. The second workshop will “close the loop” by presenting initial concepts and verifying that stakeholder concerns were heard. The final session will present the prioritized long-range corridor programs.

INCLUSIVE & ACCESSIBLE TOOLS

To ensure all community members can stay informed, we will support the City and County in determining promotional strategies at accessible community hubs and gathering spots. Online input opportunities will mirror in-person engagement milestones and will be actively promoted for a defined comment period. The SRF team will prioritize visual, plain-language materials that align with ADA compliance and brand consistency.



Dan McNiel engaging with community members during a public meeting in New London, Minnesota

Phase 2 Deliverables:

- Draft and Final Public Outreach Plan (POP): Inclusive of project messaging, audience mapping, and a detailed schedule.
- Stakeholder Meeting Summaries: Documentation from ten meetings with local government and regional development partners.
- Public Workshop Series: Three meeting summaries, including all public comments as well as promotional and presentation materials.
- Tech Memo #2 (Outreach Summary): A comprehensive report including a summary map highlighting areas of opportunity and need, documenting how public input informed the development of the rail safety improvement alternatives.

Phase 3: Project Deliverables and Coordination

Kevin LaRue, PE, will lead Phase 3. Kevin will be supported by **Casey Black, PE**, for structures and **Joel Johnson, PE**, will support Kevin on roadway concepts.

Project Deliverables and Coordination

Building on the data and modeling completed in Phase 1 and the public input gathered in Phase 2, the SRF Team will develop a comprehensive set of deliverables to support the City of Willmar, Kandiyohi County, and BNSF in evaluating and prioritizing rail corridor and crossing improvement options. Phase 3 centers on the preparation of the Crossing Improvement Options Report (Submittal Package #1), which will compile the analysis and documentation developed throughout the study and present practical, implementable improvement alternatives. SRF will apply a structured alternatives development process integrating safety performance, operational efficiency, multimodal mobility, community impacts, environmental considerations, and implementation feasibility.

The report will include high-level cost estimates, anticipated implementation timelines, and graphics illustrating the modeled impacts of each proposed project. Cost estimates will be developed using planning-level estimating techniques, including unit cost benchmarking from recent comparable projects, escalation factors, and documented assumptions related to right-of-way, environmental clearance, and constructability. Implementation timelines will be established by evaluating project readiness factors such as design complexity, environmental review requirements, right-of-way acquisition needs, railroad coordination, and anticipated permitting pathways. Mapping and visualization will be used to communicate project limits, operational impacts, safety benefits, and connectivity outcomes in a manner suitable for both stakeholder review and future grant applications. Throughout Phase 3, SRF will work closely with project stakeholders to ensure transparency, traceability of decisions, and clear documentation of tradeoffs, resulting in actionable recommendations grounded in both technical analysis and community input.

SRF will maintain a collaborative and iterative coordination process with the City of Willmar, Kandiyohi County, and BNSF through regularly scheduled review meetings, targeted technical working sessions, and facilitated workshops. These coordination activities will be used to validate assumptions, review interim findings, and confirm evaluation criteria, ensuring that improvement options reflect agency priorities and regulatory realities. All deliverables, from the initial submittal through any

optional follow-on packages, will be thoroughly documented and presented in clear, implementation-oriented formats, providing not only a comprehensive evaluation of potential improvements but also potential funding pursuits and grant opportunities.

Submittal Package #1. Crossing Improvement Options Report

SRF will prepare an initial submittal package presenting a minimum of five, and up to 10, potential improvement options for the BNSF rail corridor. Improvement concepts will be developed through an iterative process that combines technical analysis, engineering judgment, and stakeholder input. Each option will be evaluated against a consistent set of screening criteria, including safety performance, operational reliability, multimodal accessibility, community and environmental impacts, railroad operational considerations, and feasibility of implementation. Options may include grade separations, crossing consolidations, highway-rail grade crossing facility upgrades, connecting roadway improvements, or other appropriate infrastructure enhancements.

Each option will include a high-level cost estimate encompassing design, NEPA/environmental review, right-of-way acquisition, and construction costs, with key assumptions, risks, and uncertainties clearly identified. Improvement options will be organized by anticipated implementation timeframe—short-term (1–2 years), medium-term (3–5 years), and long-term (6+ years)—based on project complexity, planning and design requirements, environmental considerations, funding readiness, and overall priority.

Once compiled, SRF will review the package collaboratively with the City of Willmar, Kandiyohi County, and BNSF and will facilitate a one-day, structured workshop to present the proposed options, explain technical findings and evaluation results, and solicit targeted feedback. Example agenda for the workshop is shown to the right.

SRF will document workshop outcomes and incorporate stakeholder input into the finalized report, which will summarize all improvement options, cost estimates, recommended phasing, and coordination outcomes. The report will be formatted to support future environmental documentation, conceptual engineering, and federal grant submittals.

The proposed agenda for this workshop will include:

Morning Session

- Summary of prior phase analyses, findings, and process to achieve the final list of improvement options.
- Presentation of each improvement option:
 - » Traffic analysis and RCAT Scoring
 - » Engineering analysis and cost estimation
 - » Q & A on each improvement option

Lunch Break

Afternoon Session

- Review morning discussion and present two candidates from each local government unit (up to 4 total) to move on to Phase 4.
- Discussion of Phase 4 scope / next steps

Phase 3 Deliverables:

- The SRF Team will prepare a Crossing Improvement Options Report (Package #1) summarizing the analysis that has been conducted and the documentation that has been gathered throughout the study process. The final report will summarize proposed crossing improvement options using a variety of maps to describe and illustrate the modeled impacts of each proposed project. The Improvement Options Report will provide insights on redevelopment opportunities, effects on historic properties and an evaluation of the proposed projects' greater community impacts such as impacts on emergency services, public safety, and active transportation users. The Kandiyohi County Crossing Improvement Options Report (Package #1) will present at a minimum the following information for each candidate crossing improvement:
 - Risk evaluations for each at-grade crossing.
 - Concept design exhibits and renderings detailing proposed improvements for each crossing.
 - Estimated design and construction costs of improvements at each crossing.
 - High level environmental review of issues and community impacts.
 - A summary of other community impacts/opportunities that highlight any projects that may be affected by special districting such as Opportunity Zones.
 - A project timeline/schedule for the implementation of each option.

Optional: Phase 4 - Project Refinement and Application Development

Submittal Package #2. Refined Improvement Options

Phase 4 will refine selected improvement options, support federal grant applications, and advance conceptual design, contingent on available funding and stakeholder authorization. The Phase 4 submittal package will incorporate feedback from the Phase 3 workshop and apply a focused refinement process to narrow alternatives to two improvement options for each local government entity. Refinement will include additional technical evaluation, concept-level engineering, and coordination with BNSF, local agencies, and regulatory stakeholders to resolve key feasibility issues.

Each refined option will include conceptual layouts and updated high-level cost estimates, with a specific focus on funding eligibility, project readiness, and alignment with federal discretionary grant criteria. At this point in the project, consideration should be given to 3D renderings, animations, and/or virtual tours of the project sites. SRF's Visualization Studio creates immersive, real-time digital environments that help stakeholders understand design alternatives, evaluate impacts, and make informed decisions.

Throughout Phase 4, SRF will continue to work collaboratively with the City of Willmar, Kandiyohi County, BNSF, and relevant local agencies and transportation officials to build consensus on the most competitive options for continued development or high-level alternative analysis. Final deliverables will include conceptual drawings, updated cost summaries, and documentation of stakeholder coordination suitable for inclusion in grant applications or future environmental documentation.

Submittal Package #3. Preliminary Design and Cost Estimates

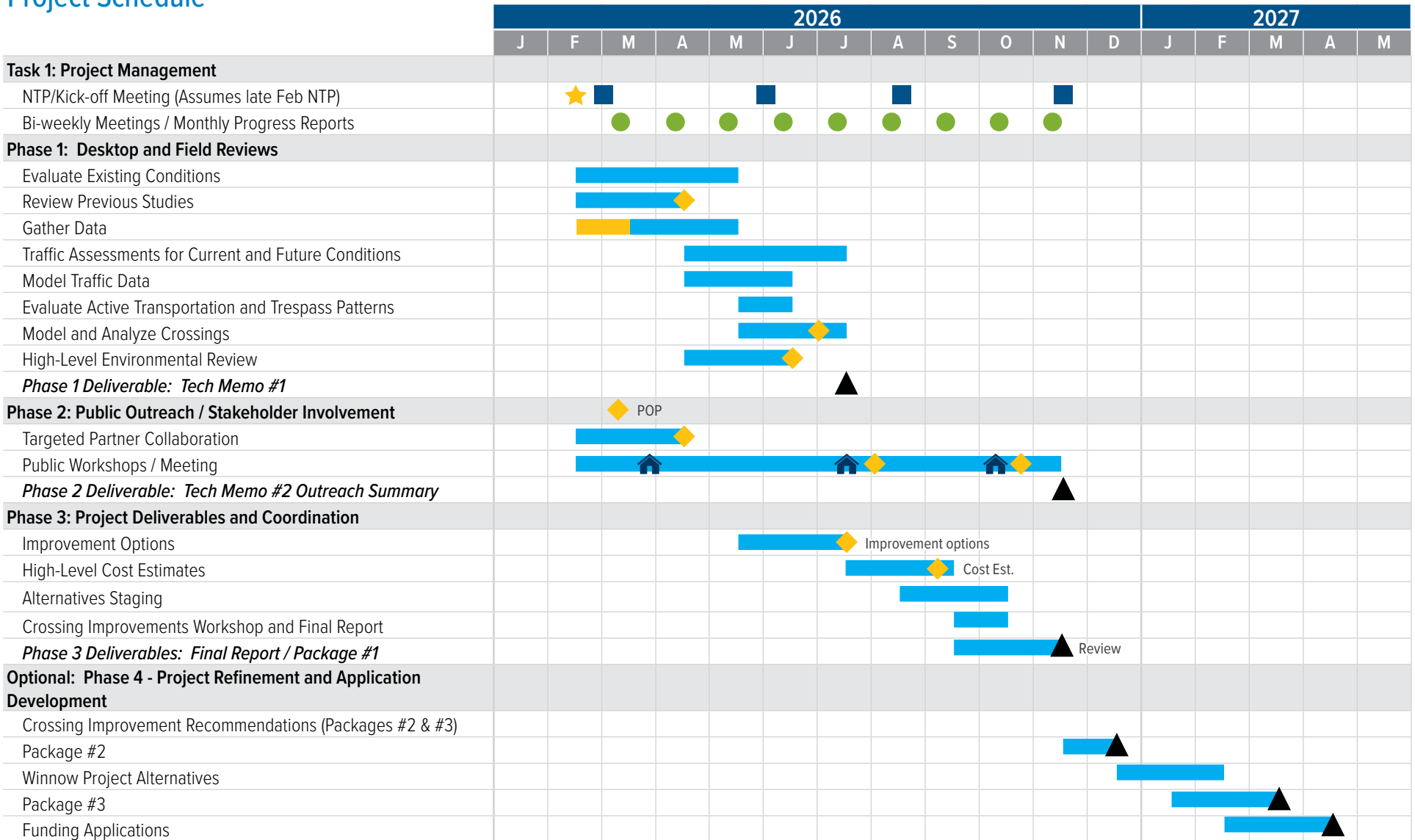
Following stakeholder selection of preferred options, the third submittal package will provide a 10% preliminary design and refined cost estimates for the selected projects. Preliminary design will include conceptual geometric layouts, typical sections, identification of major constraints, and preliminary right-of-way and environmental considerations. Cost estimates will be refined using increased design detail and updated assumptions to improve accuracy and support funding and implementation decisions. This level of development will position projects for grant submittals, environmental review, and advancement into subsequent design phases.

Project Option Funding Applications

SRF's funding and grants team will provide narrative support and cost-benefit analyses for any available federal grant applications or opportunities. This support will include development of project narratives, benefit-cost methodologies, and documentation of assumptions and results to ensure projects are clearly articulated, defensible, and competitively positioned for federal discretionary funding programs, including those supported by the Bipartisan Infrastructure Law or other sources. **Paul Chellevoid, AICP** will lead the grant application development.



Project Schedule



- ★ Notice to proceed
- Kick-off meeting and in-person project meetings
- Written progress reports and management team meeting summaries
- Installation of TRAINFO sensors at select crossings
- ◆ White papers and stakeholder meeting summaries are interim reports intended to provide information to project partners, but not for public dissemination
- ▲ Technical Memorandums are summary reports of white paper findings and intended for broad dissemination
- Public workshops

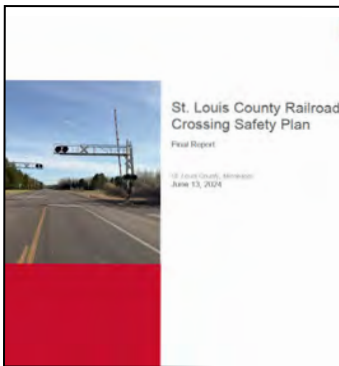


RELEVANT EXPERIENCE

Our team brings extensive experience delivering comprehensive rail corridor and multimodal safety studies for cities, counties, MPOs, and rail partners. The projects highlighted below demonstrate our ability to evaluate complex rail environments, analyze grade crossing and separation alternatives, assess multimodal safety and connectivity, and coordinate closely with freight railroads and public agencies. Across these efforts, we have combined data-driven technical analysis, meaningful public engagement, and collaborative decision-making to develop implementable, phased improvement strategies that support safety, mobility, and long-term corridor resiliency—consistent with the goals of the City of Willmar, Kandiyohi County, and BNSF Rail Corridor Study.

Railroad Crossing Safety Plan

St. Louis County, Minnesota



St. Louis County, has taken a proactive approach by recognizing the effectiveness of crossing closures in reducing vehicle and train incidents and improving transportation safety. However, over time, crossing closures have become more difficult to implement. In recent years, the FRA and

USDOT have acknowledged the importance of improving grade crossing safety by placing increased focus on grade crossing elimination through the implementation of multiple new or modified grant programs and/or federal transportation funding changes that incentivized crossing closure and grade separation projects.

The purpose of the St. Louis County Rail Crossing Safety Plan was to use a combination of data-driven analysis and qualitative stakeholder feedback to finalize a list of key crossing characteristics that should be evaluated and considered when prioritizing rail crossing investments. Our approach focused on engaging with public and private stakeholders and key decision-makers to identify suitable candidates for investment and present those results for broader public feedback. The end goal of the study is a list of recommended crossing candidates for closure or

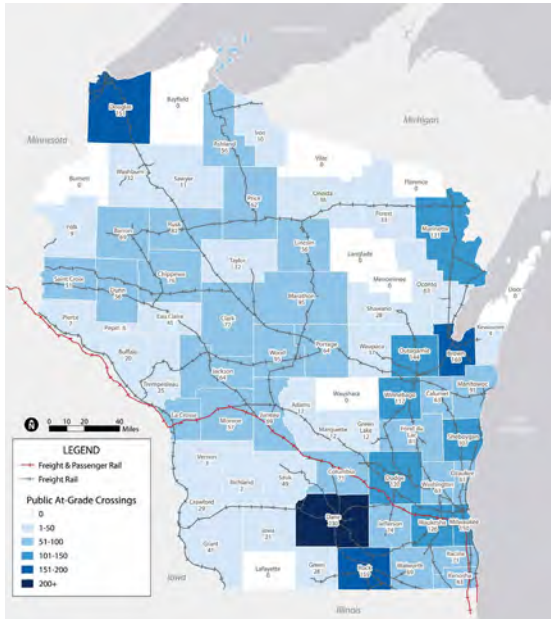
grade separation with preliminary layouts and cost estimates to be used for further discussions with local municipalities on the feasibility of implementation.

Crossing Characteristic	Recommended for Closure Prioritization	Recommended for Grade Separation Prioritization
Daily Train Volumes	No	No
Highway Traffic Volumes	Yes (low)	Yes (high)
Train Speeds	Yes (high)	Yes (high)
Highway Speeds	Yes (high)	Yes (high)
Exposure Index	No	Yes (high)
MnDOT Risk Factors	No	No
Crash History	Yes (high)	Yes (high)
Max Detour Time	Yes (low)	Yes (high)
Impact to Emergency Response Times	No (next phase)	No (next phase)
Crossing Density	Yes (high)	No
Potential for blocked Crossings	Yes (revised measure)	Yes (revised measure)
Proximity to Places of Interest	No	Yes (high)
Pedestrian Activity	No (next phase)	No (next phase)
Environmental Justice Populations	No (next phase)	No (next phase)

Other factors and characteristics that were recommended for potential inclusion by the stakeholder group included the presence of hazardous materials, forecast train volumes, crossing geometry (horizontal and vertical grade), crossing surface condition, roadway classification as a designated freight route, presence of sidewalk or trail, commercial development adjacent to the crossing.

WisDOT Highway-Railroad Grade Crossing Safety Action Plan

Wisconsin



SRF assisted the Wisconsin Department of Transportation with the completion of the state’s first Highway-Rail Grade Crossing State Action Plan (SAP), an important part of Wisconsin’s grade crossing program management process and its dedication to rail safety. This SAP provides a framework to reduce the probability of incident occurrence and the consequence of hazard (severity) at highway-rail and pathway grade crossings in Wisconsin and provides implementable strategies and action steps to improve rail safety throughout Wisconsin. SRF focused analysis on highway-rail and pathway grade crossings, where trains, pedestrians, and vehicles interact; and where unsafe interactions occur that can lead to dangerous consequences for all users. The SAP identified rail crossings that:

- Have experienced recent accidents or incidents
- Have experienced multiple accidents or incidents
- Are at high-risk for accidents or incidents as defined by the state

Additionally, the SAP identified specific strategies for improving safety at rail crossings, including active warning device upgrades, closures, geometric realignments, signal and signage improvements, and grade separations; among other crossing treatments. WisDOT desired to use a data centric model. M&N provided data collection and analysis assistance which in turn was used to develop a risk assessment model. The SAP identified specific strategies for improving safety at rail crossings, including active warning device upgrades, closures, geometric realignments, signal and signage improvements, and grade separations; among other crossing treatments.

La Crosse County Railroad Safety Review

La Crosse County, Wisconsin

SRF was retained by La Crosse County to perform a railroad safety review of the BNSF Railway through the County. The increased volume of crude oil being shipped by rail and the number of derailments throughout the County has raised concerns associated with rail safety and infrastructure. This comprehensive review was designed to answer these questions and increase coordination efforts between La Crosse County, the Federal Railroad Administration (FRA), the Wisconsin Department of Transportation (WisDOT), and the BNSF Railway.

STRUCTURAL REVIEW

SRF identified highway bridges in La Crosse County that carry vehicular traffic over BNSF Railway facilities. Recent bridge inspection reports were evaluated to document any deficiencies on the bridges, as well as to document their overall condition.

CROSSING REVIEW

The study included a review of at-grade highway-rail crossings within La Crosse County. Specifically, crossings where the BNSF Railway trackage intersects County or State highways were included in the study. Each crossing was reviewed using the following criteria:

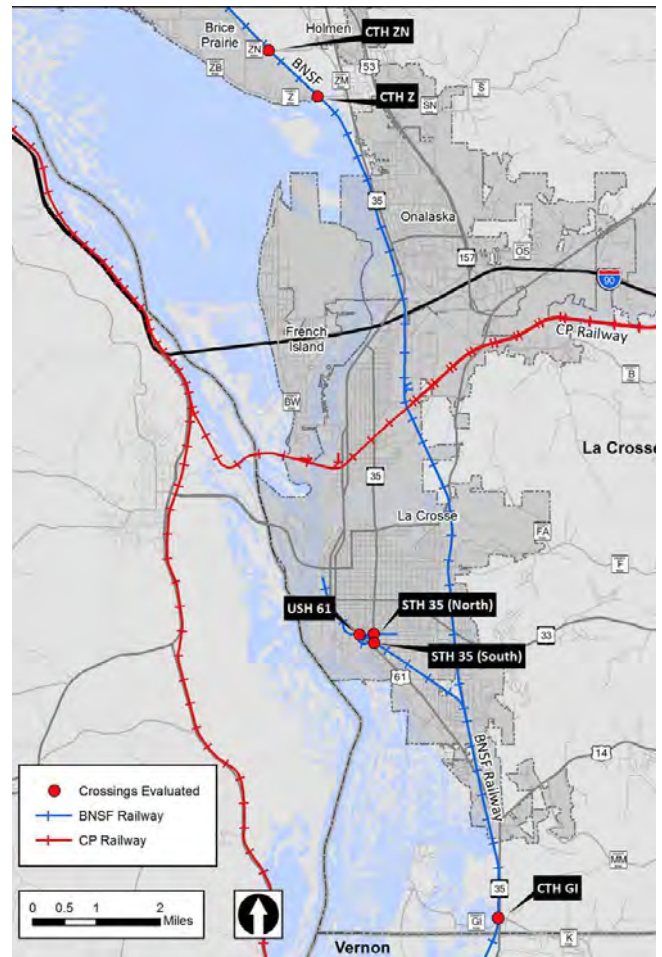
- Existing Crossing Characteristics: Crossing geometry, warning devices, signage, pavement, and other features
- Safety: Recent accident history and a review of the estimated crossing risk index (based on the FRA's Quiet Zone Calculator)
- Sight Distances: Comparing the actual sight distance measured in the field to the minimum values noted in WisDOT's Facilities Development Manual

RAILWAY INFRASTRUCTURE REVIEW

FRA inspection reports for the BNSF Railway within the boundaries of La Crosse County were collected following the submittal of a Freedom of Information Act Request. SRF reviewed these reports to identify any potential safety concerns.

RAIL MITIGATION AND FEASIBILITY STUDY

The final step of the study was to coordinate a meeting between La Crosse County and the BNSF Railway to present the results of the study and to identify any potential mitigation measures to be implemented by the County and/or the railroad to maintain or improve the safety of bridges, highway-rail crossings, and other infrastructure.



Southeast Main Avenue, 20th Street & 21st Street Railroad Grade Separation

Moorhead, Minnesota



Southeast Main Avenue intersects 20th Street and 21st Street in eastern Moorhead, Minnesota. Both streets are busy arterial roadways. A Burlington Northern-Santa Fe (BNSF) Railroad line, known as the Moorhead Subdivision, cuts diagonally through the existing street intersection; an additional rail line, the Otter Tail Valley (OTV), crosses the northern approach on 21st Street just outside the intersection.

The OTV tracks join the BNSF tracks just south of the BNSF Mainline, slightly north of the 20th/21st Street crossings. There is a westerly connection of this joint track onto the east-west BNSF Mainline, but no easterly connection. Trains traveling between the east Mainline (Dilworth Yards) and either the OTV or Moorhead Subdivision lines must travel west of the junction, stop and push back into the Dilworth Yards (or south tracks). This blocks rail traffic on the BNSF Mainline and vehicle traffic at several high-volume downtown grade crossings.

Increasing safety and operational concerns reached the point where grade separation of the rail crossings was warranted.

The City of Moorhead secured federal funds for developing a project to grade-separate the Southeast Main Avenue, 20th Street, and 21st Street intersection from the BNSF and OTV tracks. The project also investigated constructing a direct easterly connection between the BNSF Mainline and the Moorhead Subdivision/OTV tracks.

SRF performed complete preliminary and final design, prepared an Environmental Assessment, and completed other project development activities for this complex project. Our services included developing and evaluating alternatives for constructing both roadway and railroad facilities. SRF prepared plans for

the realignment of BNSF as part of this project, which included plans for staged construction and a shoofly.

SRF's involvement continued through bidding and provided construction engineering services for the City. We were responsible for the contract administration, construction observation, and materials sampling and testing services for this \$55M project, which wrapped up in October 2022.



Awards

- 2023 ACEC-MN Engineering Excellence Grand Award
- 2023 APWA Public Works Project of the Year in Transportation for Small Cities/Rural Communities
- 2023 FM Engineers Project of the Year Award
- 2022 APWA-MN Public Works Project of the Year
- 2022 CEAM Municipal Project of the Year
- 2022 ARM Association of Minnesota Excellence in Concrete Award – Infrastructure



55th Street Grade Separation

Minot, North Dakota



The 55th Street Grade Separation project is part of a larger project that connected US Highway 2 East to US Highway 83 North, creating an important transportation link on Minot's eastern edge. The 55th Street Grade Separation consists of an 1,155-foot-long bridge over the BNSF Railroad mainline, a spur track from BNSF's Gavin Yard and three future tracks for the Minot intermodal facility.

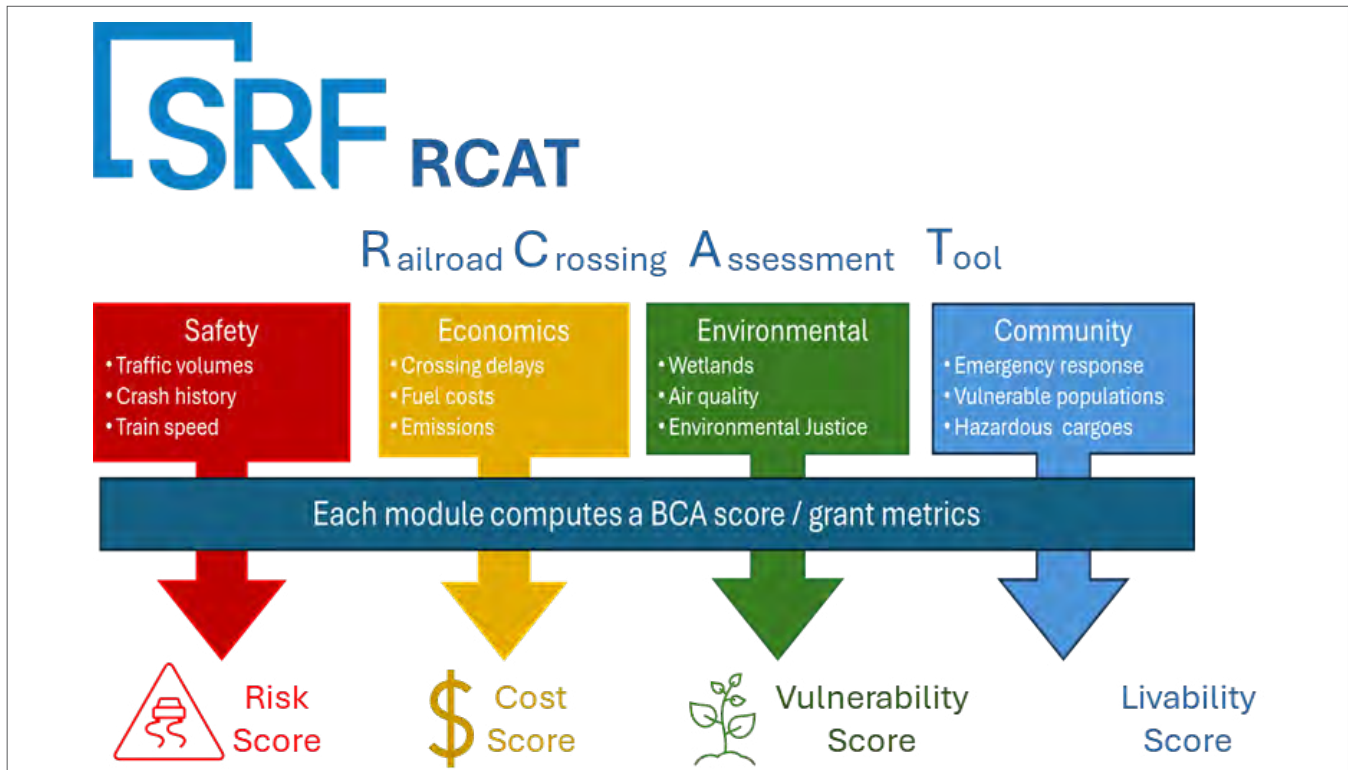
An MSE precast panel retaining wall was used on the south bridge approach to support the new roadway. SRF coordinated closely with BNSF during the design phase to ensure all current and future needs were satisfied. Based on the projected growth in traffic volumes, particularly with truck traffic and agricultural and industrial development, this project was needed to ensure the safe and efficient operation of these transportation facilities.

SRF was a subconsultant on the bridge and retaining wall design portion of the project and was also involved in the construction oversight, assisting with surveying, inspection, and technical assistance as required.



Railroad Crossing Assessment Tool (RCAT)

Danville and Stephenson County, Illinois



SRF's Mark Berndt was the Principal Investigator for research project NCHRP 25-50, Prioritization Procedure for Proposed Road-Rail Grade Separation Projects Along Specific Rail Corridors. This research funded through the Transportation Research Board responded to state and local planners who sought a more robust decision criteria to prioritize construction funding for at-grade railroad crossing projects. NCHRP Report 901 defines criteria for economic, environmental and community factors criteria for economic and factors for a more comprehensive approach to prioritizing grade crossing separation projects. The team also developed a spreadsheet tool called the Railroad Crossing Assessment Tool (RCAT), designed to support state and federal grant/funding applications for grade separation projects. SRF has updated the RCAT tool and integrated it into a GIS environment allowing planners to explore and display on maps surrounding land-use and sites with vulnerable populations and/or sensitive ecosystems.

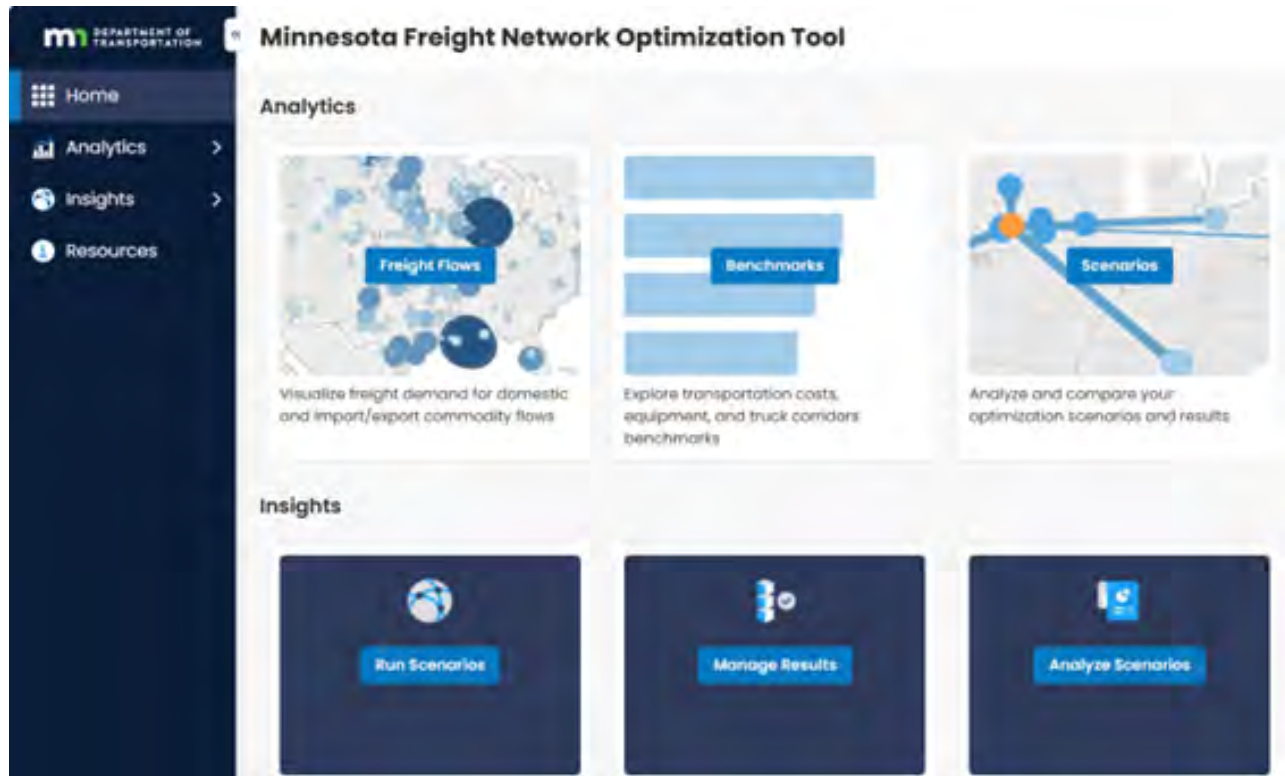
RCAT input can auto-populate existing data on grade crossings directly from the Federal Railroad Administration's (FRA) Grade Crossing Inventory. SRF works with TRAINFO using real time data collection to provide current traffic operations data in rail corridors.

SRF and TRAINFO are currently working on two projects underway in Illinois using this innovative technology:

- City of Danville Illinois which has two Class 1 railroads with over 30 at-grade crossings within the city limits. TRAINFO installed data collection sensors at six grade crossings, three each on the CSX and Norfolk Southern (NS) rail lines. Information collected at these six sites is being used to populate a variety of RCAT attributes like the actual time required to clear vehicle queues, emergency response delays, pedestrians and bicycle counts, and trespass incidents.
- Stephenson County, Illinois the Canadian National Railway (CN) Freeport Subdivision passes diagonally through the county with 26 at-grade crossings. TRAINFO is installing data collection sensors at three key crossings in the county. Data collected from these sensors will be used by RCAT to run scenarios that test the traffic impacts of various grade-crossing treatments. These technology installations will also serve as an interim traffic mitigation solution, as even the most expedited crossing separation projects often take years to plan, design, fund, and construct.

Minnesota Freight Network Optimization Tool

Minnesota



In 2021 the Minnesota Legislature appropriated \$1 million for the development of a statewide optimization model for the purpose of using data and mathematical models to reduce transport inefficiencies and lower supply chain costs to Minnesota businesses. Network optimization modeling is widely used in the private sector for strategic site location planning and operational planning to minimize costs, maximize efficiency, and prioritize investments.

In 2024/2025 FNOT development was led by the Minnesota Department of Transportation (MnDOT), Minnesota IT Services (MnIT) and a consultant team. SRF was a subcontractor on the consultant team. SRF led elements of the stakeholder input, developed the GIS layer for freight facilities in the tool, conducted extensive user testing and developed the draft final report.

FNOT was completed in the fall of 2025 and is now available for public use at the following link: [Minnesota Freight Network Optimization Tool](#). FNOT allows analysis of regional and county level freight demand between all Minnesota Counties and over 3,000 counties nationwide and over 40 foreign import/export markets. Built-in scenarios include the ability to examine freight density and proximity for a particular location to explore potential markets for transload or freight consolidation services.



PROPOSED PROJECT TEAM



SRF Consulting Group, Inc. is a full-service planning, engineering, design, and construction oversight firm with specialists in rail safety and quiet zone planning, environmental planning, civil, traffic, structural and electrical engineering, and grant funding to support this type of rail/highway network evaluation. Headquartered in Minneapolis, Minnesota, SRF was established in 1961 and has offices in Illinois, North Dakota, Wisconsin, Florida, and Nebraska. Our 100 percent employee-owned firm employs more than 400 engineers, planners, and designers who specialize in working with public sector clients.

SRF has demonstrated proficiency in planning, designing, and constructing innovative and cost-effective rail crossing improvements that gain consensus among the diverse interests and stakeholders commonly involved. Our experience doing similar projects enables us to effectively advocate on behalf of our clients throughout all stages of rail crossing plan development. We will develop a locally focused and context-sensitive approach to railroad corridor safety including outreach and public education that will help local officials improve railroad corridor safety and aesthetics and secure the necessary funding for eventual project implementation. We will provide a holistic, context-sensitive view of railroad corridor safety with ancillary skills in quiet zone planning, traffic operations, railscaping, environmental evaluation, grant project programming writing, and inclusive public education and engagement campaigns.



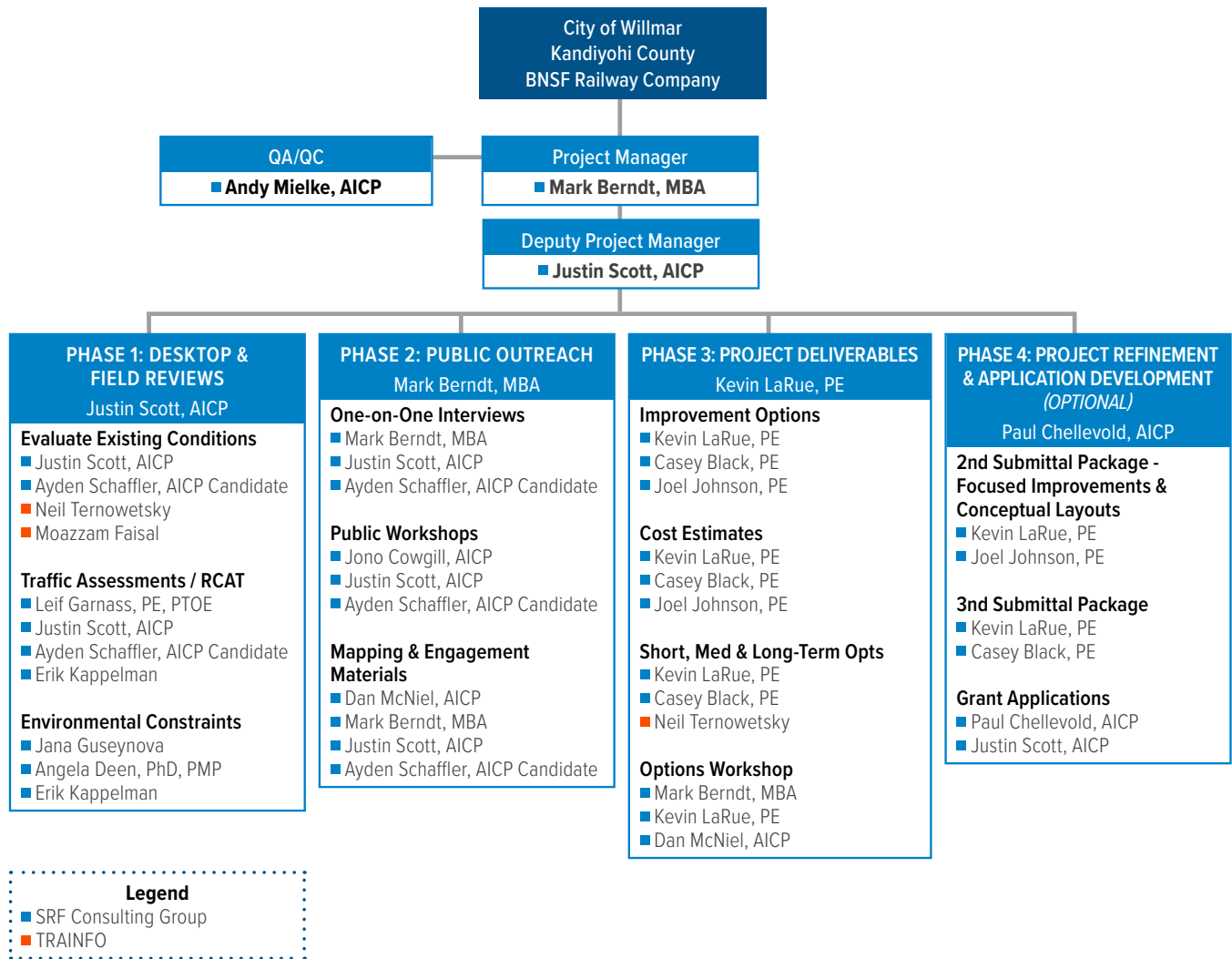
TRAINFO

TRAINFO has a clear mission is clear: Eliminate traffic delays and accidents at rail crossings. This clarity sharpens the company's focus and concentrates our energy and attention on what matters most to save time and lives at rail crossings. It is what makes TRAINFO unique and different. TRAINFO is the only company exclusively dedicated to solving traffic delays and collision risk at rail crossings. We have a team of industry experts and thought leaders that participate in the top organizations tackling these issues, including the FRA, TRB, ITE, AREMA, ITS America, and Transport Canada.

Accurately quantifying traffic delays at rail crossings is required to understand the problem and identify solutions, respond to public complaints and inquiries about these problems, and develop business cases and benefit-cost analyses for funding applications. Historically, engineers have used models to quantify these traffic delays. Most models severely underestimate traffic delays at rail crossings because they use poor data and rely on incorrect assumptions. The results are predictable: insufficient understanding of the problem leading to ineffective or excessive treatments and failure to build a strong business case to secure funding. TRAINFO produces the most detailed, accurate, and affordable traffic delay statistics at rail crossings. We measure individual vehicle delay caused by each blockage event. An online data portal allows clients to drill down into the data to determine traffic delay by time-of-day and by origin-destination pair and export the results. This portal is updated daily allowing clients to quickly and easily retrieve answers to specific questions.

Team Organization

The SRF team is structured to provide clear leadership, efficient coordination, and the technical depth needed to deliver a successful Rail Corridor Study. Our organization chart below reflects defined roles, streamlined communication, and direct lines of coordination with the City of Willmar, Kandiyohi County, and BNSF. The following pages include resumes highlighting the key professionals who will be actively involved in this study and bring relevant experience in rail corridor planning, multimodal safety analysis, public engagement, and interagency collaboration.





Mark Berndt | Project Manager/Phase 2 Lead

Mark has 45 years of professional experience related to multimodal freight transportation planning. Mark began his career with the State of Minnesota where over 20 years he worked at several agencies including MnDOT. During his MnDOT tenure, Mark held several positions of increasing responsibility including Motor Carrier Program Supervisor and Freight Section Planning Director. One of Mark’s signature achievements while at MnDOT was leading the creation of the nation’s first state sponsored freight advisory committee.

For the past 24 years Mark has worked as a freight and rail planning consultant helping public agencies and private businesses across the U.S. His rail planning experience includes leading research funded by the National Cooperative Highway Research Program (NCHRP) to develop a procedure for prioritizing at-grade rail crossings for separation in rail corridors. He also led a multi-state corridor study of the BNSF Great Northern Corridor (GNC) between Chicago and Seattle that involved a high-level analysis of over 2,500 at-grade crossings. He has led numerous rail transload and intermodal facility studies across the Midwest, and in 2019 led the outreach campaign for FRA’s Midwest Rail Plan, a 12-state examination of passenger rail networks published in 2021.

Mark is a nationally recognized freight planning and outreach expert. He is the immediate past chair of the Transportation Research Board (TRB) Standing Committee on Agriculture and Food Transportation, and former chair of the TRB Committee on Truck Size and Weight. He is currently a member of the TRB Standing Committee on Freight and Logistics Planning and Modeling. During his career he has authored/coauthored several important freight and rail planning references including:

- NCHRP Report 901: Prioritization Procedure for Proposed Road – Rail Grade Separation Projects Along Specific Rail Corridors (2019)
- NCHRP Report 1118: Strategies for Incorporating Resilience into Transportation Networks (2024)
- NCHRP Web-Only Document 386: Quantifying the Impacts of Corridor Management (07-2022)
- Guidebook for Engaging the Private Sector in Freight Planning (FHWA-HEP-09-015)

Mark is also a senior instructor for the National Highway Institute where he has created and taught courses nationwide on engaging private sector businesses in public planning efforts, and truck size and weight enforcement.

Areas of Specialty

- Freight and Rail Planning
- Corridor Studies
- Freight Transportation Research and Policy
- Freight Data
- Truck Size & Weight
- Truck Parking
- Supply Chain Optimization
- Urban Freight Mobility

Education

MBA Business Management,
University of St. Thomas, 1993

Bachelor of Arts in Economics,
Bachelor of Arts in Finance,
University of St. Thomas, 1981

National Highway Institute,
Instructional Systems Design
Certification

Project Experience

[Prioritization Procedure for Proposed Road-Rail Grade Separation Projects in Rail Corridors, National Cooperative Highway Research Program \(NCHRP\)-\(2019\).](#)* Mr. Berndt was Principal Investigator (PI), for conducting NCHRP 25-50. The research identified grade separation criteria that extend beyond traditional traffic and safety factors to help planners make better investment decisions for at-grade crossing projects. Panel members wanted a more objective means of comparing project alternatives, specifically identifying grade-crossing evaluation factors in four areas 1) Safety, 2) Economics, 3) Environmental, and 4) Community Livability/Mobility. Final products included NCHRP Report 901 and a spreadsheet model called the Rail Crossing Assessment Tool (RCAT) designed to assist local governments create metrics to support federal grant applications.

[Rail Port Planning and Development Study, City of Webster, Iowa \(Current\).](#) In April of 2025, Webster City selected SRF to lead a feasibility study for a potential rail served industrial park. Webster located in Central Iowa is the county seat of Hamilton County, one of the top agriculture and livestock production counties in the state. Funded by a planning grant from the Iowa DOT, the Rail Port study examined regional freight demand using data analysis, evaluated potential sites and conducted stakeholder outreach. SRF analyzed and mapped commodity data from USDOT’s Freight Analysis Framework and other sources. Key stakeholders included regional manufacturers, agriculture producers and railroads (UP and CN). The study team has recommended taking the necessary steps to position a candidate site to become a Union Pacific Focus Site. Mr. Berndt is the Project Manager of the study.

* *Projects completed with previous employer*



Mark Berndt Resume Continued

[Midwest Regional Rail Plan, Federal Railroad Administration \(2021\)](#). * FRA selected a contractor team to conduct a long-range high-speed passenger planning study covering twelve states in the Midwest. The study applied a multi-pronged strategy that included extensive stakeholder outreach and a suite of analytic planning tools. A key tool used in the regional rail planning process was FRA's Conceptual Network Connections (CONNECT) Tool, a sketch planning spreadsheet that examines the performance of passenger rail corridors at a high-level. Mr. Berndt led stakeholder outreach.

[SWOT Analysis of the Great Northern Corridor \(GNC\) \(Phase 1 – 2014; Phase 2 - 2016\)](#). * The GNC Coalition consisting of eight states, the BNSF railroad, and multiple ports, including the Port of Duluth conducted this planning study of the 1,800-mile GNC under a Multi-state Corridor Operations and Management (MCOM) grant. Framed as Strengths, Weaknesses, Opportunities and Threats (SWOT) Assessment across the corridor stretching from Chicago to the Pacific Northwest, Phase 1 included extensive outreach, a futures scenario workshop and economic analysis. Mr. Berndt was Deputy PM and led the futures scenario workshop in Phase 1. In Phase 2, Mr. Berndt assumed the role of project manager and led the development of several corridor-wide initiatives, including: 1) At-grade rail crossing inventory and prioritization, 2) Development of an environmental planning reference library; and 3) An integrated corridor investment plan.

[Glasston Subdivision Railroad Crossing Mitigation Study, Grand Forks/East Grand Forks \(GF/EGF\) MPO \(2016\)](#). * This study conducted by Olsson and SRF examined the potential impacts on vehicle traffic, transit, bikes and pedestrians from the development of unit train loading facilities on the Glasston Subdivision of the BNSF. The Glasston Sub on the west side of Grand Forks sits parallel to I-29 and adjacent to the University of North Dakota campus. The study analyzed impacts from closing a spur line on the east side of town serving the North Dakota Mill and Elevator and shifting mill spur traffic to the Glasston line. The study developed forecasts of future rail traffic and examined the impacts to quiet zones, congestion, transit systems and pedestrian/bike traffic. The study presented two investment options and provided cost/benefit analysis for both. Berndt led the stakeholder outreach and was Deputy Project Manager.

[North Carolina Strategic Corridor Master Plans, NCDOT/Atkins \(2019\)](#) *. As a lead member of a broad contractor team, Mr. Berndt supported the freight planning elements for NCDOT Strategic Corridors US-74 and US-321. Mr. Berndt led the existing conditions analysis, developed corridor performance metrics and the identified freight mobility challenges and developed recommendations for improvements. He also oversaw the use of the Rail Crossing Assessment Tool (RCAT) to identify needed improvements for at-grade rail crossings in both corridors.



Justin Scott, AICP | Deputy Project Manager/Phase 1 Lead

Justin has 17 years of multimodal freight planning and policy experience working with federal, state, and local agencies to facilitate large and small freight planning and policy projects. He has a deep understanding of federal grant programs and is experienced in fulfilling federal grant requirements and working to program grant applications for winning projects. Justin is passionate about engaging private sector stakeholders in planning processes and understanding the far-reaching influence freight movements have on the global economy. Justin has developed National Highway Institute curriculum and an associated FHWA guidebook outlining for practitioners how to best involve the private sector in freight system planning. He has led project programming, intensive industrial area planning, freight bypass and freight traffic studies, investment management, and stakeholder outreach efforts throughout the U.S. and is an experienced project manager, technical and data analyst, writer, and presenter.

Justin recently developed FAST Act compliant plans for the West Virginia and Washington State DOTs that identified project needs and solutions as well as integrated an innovative project prioritization tool to guide project programming and future freight regional investments with input from freight advisory committees. Through his recent work on two freight cluster plans for the Atlanta Regional Commission, he helped prioritize and program an implementable list of both short- and long-term projects that will enhance multi-modal transport and foster the safe and efficient movement of people and goods in a variety of freight intensive land use development areas.

Areas of Specialty

- Freight Planning
- Multimodal Planning
- Corridor Studies
- Alternatives Analysis
- Project Prioritization
- Performance Measurement
- Grant Writing
- Truck Parking Studies
- Stakeholder Engagement
- Quality Management
- Project Management
- Long-Range System Planning

Education

Bachelor of Science, Urban Studies, University of Minnesota, 2006

Certification

American Institute of Certified Planners, 2014

Project Experience

St Louis County Rail Safety Study. Justin was the deputy project manager for a recently completed railroad crossing safety plan in St. Louis County, Minnesota. Justin worked with the project team members including railroad, municipal, and agency representatives to finalize a list of key crossing characteristics like warning devices present and their age, proximity to EJ populations and community facilities, crossing density and proximity to rail yards, propensity for blocked crossings, as well as traditional characteristics like crash history, train and vehicle volumes, exposure index, and detour times that should be considered when prioritizing rail corridor investments. He also collaborated with key decision-makers to identify the most suitable candidates for investment and presented results of those collaborations for broader public feedback and input.

Wisconsin Bicycle/Pedestrian Railroad Crossing Safety Action Plan. Justin is currently serving as the project manager finishing a statewide project for the Wisconsin Department of Transportation that is focused specifically on the safety of active transportation users in the vicinity of railroad crossings and corridors. This plan builds on the state's Highway-Rail Grade Crossing State Action Plan by taking a more thoughtful review of pathway and trail crossing safety and a broader understanding of potential technologies and operational improvements that could help to mitigate the dangerous consequences for these vulnerable users. Justin and our team of railroad planners and engineers is currently finalizing identified strategies for improving safe operations at rail crossings including active device upgrades, closures, sidewalk or signage improvements, and grade separations; among other more minimal crossing improvements.

State Rail Plan, Wisconsin. Justin recently served as the Project Manager for the update to the Wisconsin Statewide Rail Plan. The plan focuses on extensive and equitable stakeholder outreach, which is critical to identifying issues and providing feedback to the proposed recommendations. Justin engaged the rail carriers serving the state and identified the critical strategic and policy issues that impact the availability and quality of rail service. He also led the coordination efforts with EJ and other communities that are critical to understanding rail-related issues included in the plan.



Justin Scott, AICP Resume Continued

[Wisconsin Grade Crossing Safety Action Plan, Wisconsin](#). Justin served as the Project manager in the development of the state's first SAP. The plan included broad rail stakeholder engagement and a benefit-cost analysis approach that identified and programmed grade crossing safety improvements in Wisconsin. Justin led all coordination efforts with emergency responders and other important stakeholders and assisted with the identification and categorization of risk characteristics at rail crossings across the state. He was also responsible for leading the field review to identify potential grade crossing improvements and priority projects.

[Railroad Quiet Zone Planning](#). Justin is currently serving as the project manager or principal rail planner for several quiet zone analysis and implementation studies in multiple states across the US including efforts in Connecticut, Wisconsin, Minnesota, Iowa, South Dakota, North Dakota, Oklahoma, and Montana.

[Washington State Freight System Plan](#).^{*} While with another firm Justin assisted the Washington State DOT in the update of the State Freight System Plan. Justin led the effort which included updates of existing and future conditions on the freight network and directed the stakeholder outreach by developing a project solicitation survey and conducted stakeholder briefings on the freight plan with the State Freight Advisory Committee. The plan also included the development of a project prioritization tool and associated data-driven and transparent methodology that will help state planners review and validate future candidate freight projects that benefit the state's freight system. Justin served as the Project Manager for this effort providing project coordination and on time delivery to meet FAST Act requirements.

** Projects completed with previous employer*



Kevin LaRue, PE | Phase 3 Lead

Kevin has more than 19 years of experience in project management, design, and construction, with a background on railroad coordination. He serves as the Construction Manager for our North Dakota offices and leads the design and construction of quiet zone projects throughout the state. His experience spans conceptual design, final design, and construction oversight for civil projects involving both at-grade and grade-separated crossings, as well as quiet zone implementations requiring extensive coordination with railroad operators and regulatory agencies. A highly skilled project manager, Kevin specializes in complex projects that demand intensive stakeholder engagement, multi-agency collaboration, and close coordination with railroads to ensure successful delivery.

Areas of Specialty

- Construction Engineering -Administration and Inspection
- Railroad Coordination
- ADA Design and Construction
- Quality Management
- Public Involvement

Education

Bachelor of Science in Civil Engineering, North Dakota State University, 2006

Registration

Professional Engineer:
Minnesota #PE-53246
North Dakota #PE-8778
Florida #PE-97109

Project Experience

[City of Minot Quiet Zone, Minot, North Dakota](#). Kevin was the project manager for this project which included preliminary and final design for roadway improvements at four crossings with the Canadian Pacific Kansas City Railway. The design improvements included raised medians, curb and gutter, pedestrian improvements and signing to implement the requirements for the quiet zone.

[Southeast Main/20th Street/21st Avenue Railroad Grade Separation, Moorhead, Minnesota](#) Kevin served as project engineer and Engineer of Record (EOR) for this \$50.5 million dollar grade separation project. The project consisted of reconstructing and realigning the intersection of SE Main Avenue and 20th Street/21st Street with three new bridges that would carry the BNSF and Otter Tail Valley Railroad traffic. Kevin was responsible for the daily coordination with the City of Moorhead, BNSF, and other agencies, led the roadway design team, and implemented the quality assurance and quality control program. As project manager he led the final design, utility coordination, plan preparation, specifications, and cost estimations for the project. During construction, he served as the Project Engineer and provided guidance for the Construction Engineering team, performed contractual negotiations with the client, led the pre-construction conference, coordinated as-built drawings, and completed the project closeout.

[Quiet Zone Projects, Various Locations](#). Kevin has worked on the design and construction of several quiet zone projects including Fargo, Moorhead, Dilworth, Casselton and Minot. He has served as the design lead and also as the lead inspector for the necessary roadway improvements required to for a successful quiet zone implementation.



Paul Chellevoid, AICP | Phase 4 Lead/Grant Applications

Paul leads the Funding and Grants Practice at SRF. Paul is an AICP certified planner with more than 22 years of experience working on transportation and environmental projects across the Midwest. Currently, Paul is serving in Project Management roles for three 5-year statewide DOT On-Call contracts as part of the IJJA, as well as serving other upper-Midwest clients with various applications.

Paul is an experienced project manager and grant writer who has developed winning applications for various SS4A, RAISE/BUILD/TIGER, MPDG (Rural, Mega, INFRA), FASTLANE, Reconnecting Communities Pilot Program, SMART, Railroad Crossing Elimination Program, BIP, BIP (Large Bridge), and CRISI applications and for clients across the Midwest. Most recently, Paul played a key role in the Blatnik Bridge INFRA grant application, which was awarded \$1.08 billion, the largest INFRA award in US history. Under his leadership since 2020, Paul has helped clients secure nearly \$2.2 billion through various federal discretionary grants.

Areas of Specialty

- Funding Strategy
- Grant Writing
- Project Prioritization
- Demographic Analysis

Education

Bachelor of Geography,
University of Wisconsin-
Oshkosh, 2001

Certification

American Institute of Certified
Planners (AICP) No. 026626, 2013

Project Experience

[Wisconsin DOT Federal Discretionary Grant Writing On-Call Contract, FY 2024-2027](#). Serving as Project Manager for the \$1 million four-year on-call contract. SRF is assisting the Department in preparing federal discretionary grant applications and technical analysis including the preparation of benefit-cost analyses for various federal grant programs as identified.

[MnDOT MnDOT Tribal IJJA Grant Support and Prioritization, FY 2023-2026](#). Serving as Project Manager for the four-year on-call contract. SRF is assisting Minnesota's eleven Federally Recognized Tribes prioritize projects and apply for federal discretionary grant funding on a contract that is funded through the Minnesota Department of Transportation (MnDOT). To date, MnDOT's Tribal Partners have secured \$54 million in IJJA funding.

[MnDOT I-535 Blatnik Bridge, FY 2023 INFRA Grant](#). Served as SRF's Project Manager for the development of a FY 2023 INFRA Grant alongside multiple project partners that was awarded \$1,058,398,200. The project will replace the 8,000-foot Blatnik Bridge over Lake Superior connecting Duluth, Minnesota and Superior, Wisconsin. Paul was responsible for developing the overall funding roadmap strategy for the \$1.8 billion project, which led to the largest federal discretionary INFRA grant awarded in US history.

[Sherburne County US 169 Rural Safety and Mobility Interchange Project, FY 2023 INFRA Grant](#). Served as SRF's Project Manager for the development of a FY 2023 INFRA Grant application that was awarded \$24,732,000. This project will reconstruct approximately 1 mile of US 169 and approximately a half mile of County Road 4, create a grade-separated single point urban interchange, install two reduced conflict intersections, construct three roundabouts, remove six at-grade access points, and develop multiuse trails/sidewalks.



Andy Mielke, AICP | QA/QC

Andy has 25 years of experience working on a variety of transportation planning projects for cities, counties, and state Departments of Transportation. His work focuses on freight planning and intermodal studies, railroad studies and quiet zone projects, statewide policy plans, corridor studies, and traffic incident management related projects. Andy is a thorough project manager who is dedicated to the overall success of any project. Andy is an experienced public speaker and is well-versed in working with the public using a variety of presentation techniques. Andy has previously served on the Board of Directors for Minnesota Operations Lifesavers as well as serving on a panel for the National Cooperative Highway Research Program (NCHRP) 25-50 Prioritization Method for Proposed Road-Rail Grade Separation Projects along Specific Rail Corridors.

Areas of Specialty

- Rail and Freight Projects
- Train Whistle Quiet Zones
- Transportation Policy
- Corridor Studies
- Interchange Justification Reports
- Community Transportation Planning
- Traffic Incident Management

Education

Masters of Urban and Regional Planning, University of Minnesota, 2000

Bachelor of Science in Public Administration and Geography, University of Wisconsin-La Crosse, 1998

Certification

American Institute of Certified Planners

Project Experience

St Louis County Railroad Crossing Study. Andy served as Project Advisor supporting this countywide, data-driven rail crossing safety study that combined quantitative analysis and stakeholder input to prioritize crossings for closure or grade separation. The plan produced a vetted list of candidate crossings with preliminary concepts and cost estimates to inform implementation and future funding discussions.

La Crosse County BNSF Rail Safety Review Study, La Crosse County, Wisconsin. SRF was selected to review all La Crosse County rail crossings along the BNSF Railway. This project was in response to some of the significant rail incidents and derailments that have occurred throughout the country over the past several years. Key components of the study included a crash analysis, bridge analysis, review of FRA inspection reports, and a site review of crossings to confirm adequate site lines and roadway/rail infrastructure.

Quiet Zone Projects, Various Locations. Andy has been involved in over 70 quiet zone studies, designs, and implementation projects throughout the United States since the Federal Railroad Administration (FRA) Quiet Zone Rule went into effect in 2005. In total, Andy has reviewed approximately 800 rail crossings for potential safety and operational improvements throughout the United States.

Sherburne County Rail Impact Study, Sherburne County, Minnesota. SRF led an effort to evaluate a future rail park and intermodal facility in Sherburne County, Minnesota. Working closely with County and City staff; SRF's team completed an economic analysis to determine the commodities that were moving through the area and could potentially locate in Sherburne County. The analysis also included detailed design on potential locations and transportation (road and rail) improvements that would be needed.

MnDOT District 3 Freight Plan – Central Minnesota. Serving as the Project Principal of district-wide freight plan that will organize short- and long-term transportation improvements to support freight movement and the local economy. Provided quality management of deliverables.

Union Pacific Railroad Yard Expansion, South Saint Paul, Minnesota. SRF is assisting the City of South Saint Paul evaluate impacts associated with a proposal to expand the Union Pacific Rail Yard and identify potential mitigation measures that may be needed. Tasks associated with this work include evaluating proposed track improvements, crossing operations, utility impacts in and around the rail yard, assisting the City in meetings with impacted stakeholders, and various other duties to protect the City's best interests given the proposed rail yard expansion.





Ayden Schaffler, AICP Candidate | Phase 1 Support/Phase 2 Support

Ayden is a passionate transportation and community planner with four years of planning experience. Previously, he worked in the public sector as an intern for the Fargo-Moorhead Metropolitan Council of Governments. He graduated from North Dakota State University with a Bachelor's in Architecture and joined SRF at the beginning of June 2024. While working for SRF, he is attending graduate school at the University of Minnesota for a Master's of Urban and Regional Planning. At SRF, Ayden is working on a variety of long-range comprehensive and transportation plans as well as various freight planning efforts. He is passionate about visioning the future of the communities in collaboration with residents, increasing equity, and working to increase multimodal transportation planning in cities.

Education

North Dakota State University,
Bachelor of Science in Architecture,
2024

University of Minnesota, Master
of Urban and Regional Planning,
anticipated May 2026

Certification

American Institute of Certified Planners (AICP) Candidate, earned May 2025



Project Experience

Rapid City Railroad Relocation Study. Ayden is serving as an assistant planner on the Rapid City Railyard Relocation Study for the Rapid City MPO as they consider the relocation of a Railyard and the conversion of a grade-separated crossing to an at-grade crossing. The study has included an analysis of existing conditions, the identification of candidate sites, and weighing and scoring each site.

Willmar Comprehensive Plan. Ayden assisted in the development of the draft document, writing chapters on economic development, housing, land use, implementation, and parks. He also developed branding for the document that showcase Willmar's community identity. After the departure of the project manager, Ayden led the Comprehensive Plan to its conclusion, meeting with the client, drafting the final document, and addressing public comments before approval.

Superior Zoning Ordinance Update. Ayden assisted with defining existing conditions for several character areas in the city of Superior, WI, including setbacks, density, and building typology. He developed engagement materials, including postcards, surveys, and posters. He is currently working to draft the form-based zoning building typologies for use in the final document.



Leif Garnass, PE, PTOE | Phase 1 Support - Traffic Assessments

With over 20 years of experience in transportation engineering, Leif has successfully managed a wide range of projects, from expansive subarea analyses to multimodal corridor and transit studies, as well as tailored solutions for isolated intersections in both urban and rural settings. As a seasoned task lead and project manager, he excels in guiding projects from initial planning to concept design, fostering collaboration and building consensus among diverse stakeholders. Leif's expertise spans traffic forecasting, addressing safety, access, and mobility challenges, evaluating site development plans, integrating advanced technologies, and developing innovative solutions. With a strong technical foundation and a collaborative approach, Leif consistently delivers actionable solutions that address complex transportation challenges and drive the success of multidisciplinary projects.

Education

Bachelor of Science in Civil
Engineering, Iowa State University,
2004

Registration

Professional Engineer:
Minnesota #47153



Project Experience

US 12 Concept Development & Analysis in Willmar, MN | MnDOT D8 GEC | Traffic Lead. As Lead Traffic Engineer on this GEC project, Leif developed and evaluated a 4-lane to 3-lane roadway conversion through downtown Willmar to "right size" the corridor and provide added pedestrian and bicycle accommodations. Through this process a VISSIM simulation and SSAM safety analysis was conducted to support a corridor study, Intersection Control Evaluations, and layout development.

MN 10, MN 75, and Center Avenue Corridor Studies | City of Moorhead | Traffic Analyst. Led VISSIM modeling for the MN 10, MN 75, and Center Avenue corridors in Moorhead, capturing delays from frequent trains and signal preemptions. He analyzed five improvement scenarios using VISSIM—including one way conversions and grade separations—with performance metrics (i.e., travel times, delays, queuing) to recommend solutions that significantly enhanced traffic flow and safety near key at grade rail crossings.

City of Moorhead Southeast Main Avenue/20th Street/21st Street/BNSF Railroad Grade Separation | City of Moorhead | Traffic Engineer. Developed alternatives to minimize right of way taking and grade separated two roadways from two separate railways. Designed railroad alignments to accommodate BNSF and reduce car/train exposures. Coordinated with property owners, railroad engineers City and MnDOT as concepts were developed and to acquire funding. Computed concept cost-estimates that included right of way takings, bridge and roadway costs.



Neil Ternowetsky | Phase 1 Support/Phase 3 Support

Neil Ternowetsky is the CTO and Co- Founder of TRAINFO, with over 15 years of experience in data science, intelligent transportation systems (ITS), and AI-driven mobility solutions. Prior to founding TRAINFO, Neil served as Sr. Director of Data Platforms at Bison Transport, a multi-national logistics firm with over \$1.5 billion in annual revenue. There, he developed artificial intelligence systems to optimize trucking operations and forecast market rates. As Director of Information Systems at MORR Transportation Consulting, Neil implemented AI solutions across several transportation use cases, including systems for optimizing the clearance of pre-approved trucks at secure border crossings.

At TRAINFO, Neil leads a multidisciplinary team responsible for enhancing and supporting the TRAINFO Mobility platform. He also leads the solution engineering team that works directly with customers to design and deploy Rail Crossing Information Systems (RCIS) that quantify the impacts of active rail crossings and integrate mitigation solutions across transportation infrastructure.

Education

Bachelor of Applied Mathematics, Athabasca University, 2007

Bachelor of Technical Communication, Red River Polytechnic, 2008

ITS Project Management Certification, University of Maryland, 2017

Graduate Diploma in Data Science, John Hopkins University, 2017

Project Experience

Assessing the Safety Benefits of a Rail Crossing Information System (RCIS) in for Emergency Responders: US Federal Railroad Administration. Neil led a multi-agency research initiative to model and quantify first responder delays at active rail crossings. He oversaw the design and testing of RCIS implementations, including vehicle-integrated systems, tactical map overlays, and Computer Aided Dispatch (CAD) integrations. The research involved several stakeholders including the FRA, Cities of Winnipeg, Houston, North Charleston, Rapid Deploy, and AT&T.

Implementation of RCIS to Improve Safety and Mitigate Congestion. As CTO of TRAINFO, Neil directed RCIS implementations that leverage TRAINFO Sensors for real-time rail crossing monitoring. These deployments integrated crossing data into various systems including DMS boards, ATMS platforms, CAD systems, and mobile apps such as Waze. TRAINFO has completed over 200 deployments, including recent work with the City of New Haven (IN), Franklin Park (IL), the City of Chicago (IL), and the City of Chattanooga (TN).

Implementation of RCIS to Quantify the Impact of Active Rail Crossings. Neil led numerous deployments focused on quantifying the operational and safety impacts of active rail crossings. These projects evaluated the number of vehicles impacted, minutes of delay per vehicle, first responder delays, and trespass events. The findings were used by agencies to assess alternative treatments and justify investments, including the implementation of grade separations.



TRAINFO



Moazzam Faisal | Phase 1 Support

Moazzam plays a key role in the delivery, operation, and support of intelligent transportation and rail-crossing solutions. He works at the intersection of project execution, technical support, and customer coordination to ensure deployments meet performance, reliability, and stakeholder expectations. At TRAINFO, Moazzam supports the implementation and maintenance of Rail Crossing Information Systems (RCIS), working closely with solution engineers, data teams, and external partners.

He coordinates project timelines, manages technical issues during deployment and operations, and serves as a primary point of contact for customer support and issue resolution.

Education

Bachelor of Electrical Engineering, University of Manitoba, 2019

Project Experience

Rail Crossing Data Collection Projects. Moazzam served as Project Manager for more than 40 rail crossing data collection projects, coordinating planning, scheduling, and execution across multiple jurisdictions. He managed field deployments, ensured data quality and completeness, and worked directly with agency staff to deliver projects on schedule. Representative customers include the Florida Department of Transportation, the City of Chattanooga (TN), and the City of Birmingham (AL). Moazzam served as Project Manager for more than 40 rail crossing data collection projects, coordinating planning, scheduling, and execution across multiple jurisdictions. He managed field deployments, ensured data quality and completeness, and worked directly with agency staff to deliver projects on schedule.

RCIS Deployment and Operations Support. As a Support Engineer, Moazzam has supported more than 60 RCIS deployments, providing technical assistance during installation, commissioning, and ongoing operations. He worked closely with solution engineers, field teams, and customers to troubleshoot system issues, validate sensor performance, and ensure reliable system performance.



TRAINFO



Erik Kappelman | Phase 1 Support

Erik works at SRF in transportation economics, statistical analysis, and traffic safety. His formal training in economics and career in transportation planning provide him with unique insights and skills related to benefit-cost analysis, project prioritization, and safety studies, enabling him to analyze the complex effects of infrastructure or policy changes on travel safety and community welfare. His contributions at SRF include estimating the positive and negative social value changes associated with proposed transportation projects for benefit-cost analysis, systemic safety analysis for county safety plans, microsimulation traffic conflict analysis, and household travel survey analysis.

Education

Masters in Economics, University of Montana, 2016

Bachelor of Arts in Economics, University of Montana, 2014

Project Experience

Rapid City Railyard Relocation Study, South Dakota. This project focused on creating a ranking tool to compare potential relocation sites of the RCP&E railyard in Rapid City, South Dakota. Erik helped design a ranking instrument based on outputs from the Rail Crossing Analysis Tool (RCAT) and geographic data, including floodplain, hydrogeological, and elevation information. Public input was included in the ranking instrument by weight different elements based on public feedback on priorities for a railyard relocation.

Oskaloosa Transload Feasibility Study, Iowa. This study examined the feasibility of expanding capacity and adding a new warehouse at a rail facility near Oskaloosa, Iowa. As part of the project, Erik created a benefit-cost analysis, focusing on the area’s shipping savings for commodity goods by comparing commodity shipping with or without the transload facility. The benefit-cost analysis examined multiple scenarios with different levels of warehousing and other variations.

Iowa’s Farm-to-Market Network of Projects MPDG Application, Iowa. Erik developed the benefit-cost analysis for this grant application preparation project. The project consisted of five separate roadway projects across Iowa. One of these projects included eliminating rail crossings and road realignment near an existing rail facility. Erik found the current safety costs of the rail crossings and the prospective benefits of removing them.



Jana Guseynova | Phase 1 Support - Environmental Constraints

Jana’s experience over the last ten years includes environmental documentation, traffic noise analysis, cartography, data collection, and data management and analysis. Her work consists of preparing federal and state environmental review documents, including social, economic, and environmental considerations such as environmental justice, farmland, floodplains, greenhouse gas analysis, Section 4(f)/Section 6(f), and traffic noise. Jana brings expertise in developing documents in accordance with the National Environmental Policy Act (NEPA) and Minnesota state-level environmental review processes for transportation projects. Her experience comes from working in MnDOT Metro District’s Noise and Air Unit for five years. Jana brings forth several relationships and connections with MnDOT’s Metro District and MnDOT’s Office of Environmental Stewardship.

Education

Bachelor of Science, Environmental Science, Policy, and Management - University of Minnesota Twin Cities, 2016

Project Experience

MnDOT Metro Hwy 47/65 Planning & Environmental Linkages (PEL) Study. Provided Quality Control/Quality Assurance review of the Alternatives Analysis Report from NEPA perspective. Developed and reviewed the Final PEL Study Report.

MnDOT Metro Northbound Hwy 52 at I-94 Safety Improvement Study. Provided oversight and reviews of the purpose and need document. Assisted with development of SEE criteria for alternatives analysis. Coordinated the development of the final study report. Provided guidance for Part 450 PEL Studies.

Olmsted County State Aid Highway 44 Grade-Separation. Prepared a traffic noise analysis/report and a greenhouse gas analysis for the Non-PCE. Provided oversight for the NEPA process and QA/QC review of the Non-PCE. Assisted with MnDOT and FHWA reviews.

MnDOT Hwy 47 and BNSF Railroad Crossing Study. Conducted a traffic noise analysis for the preferred alternative in support of the environmental review process and preliminary/final design.





Angela Deen, PhD, PMP | Phase 1 Support - Environmental Constraints

Angela has more than 20 years of experience in environmental policy, planning, and design of water resource projects. Previously at the U.S. Army Corps of Engineers (USACE), Angela was a Lead Planner, Senior Project Manager (PM), and the Program Manager for Mississippi river restoration projects. At SRF, she is managing the preparation of environmental documents for county, state and interstate transportation projects.

Education

PhD, Biology, University of Notre Dame

Bachelor of Arts in Biology, St. Olaf College

Project Experience

[Hennepin County, Cedar Avenue \(Lake St to 42nd St\), Minneapolis, Minnesota](#). Leading coordination of a Karst Analysis and a Programmatic Categorical Exclusion.

[MnDOT TH 13, Savage and Burnsville, Minnesota](#). Compiling the Environmental Assessment (EA) for reconstruction of the Highway 13 corridor for both the Quentin to Washburn Avenue segment and the Nicollet Avenue intersection.

[County Rd 50/5 at I-35, Lakeville, Minnesota](#). Preparing the Non-programmatic Categorical Exclusion for reconstruction of this interchange.

[Pigs Eye Lake Section 204 Project, Saint Paul, Minnesota](#). Lead Planner for the island building Feasibility Report in partnership with Ramsey County which included the development of alternatives, cost-benefit analysis, and constructability options at the Red Rock Barge Terminal.*

[Lake Pepin Section 1122 Pilot Project, Bay City, Wisconsin](#). Lead Planner for the first Midwest project funded by the pilot program to construct islands and a sediment deflector using sand dredged from the USACE navigation channel in partnership with the Wisconsin DNR.*

* Projects completed while with another firm.



Jono Cowgill, AICP | Phase 2 Support - Public Workshops

Jono has 15 years of experience in community engagement, particularly focused on sustainable transportation engagement and communications. Jono has managed a wide range of engagement efforts across the Midwest, particularly for transportation and large infrastructure efforts. For Jono, the most exciting aspect of public engagement is the opportunity to bring new voices into a public process.

Education

Master of Urban and Regional Planning, University of Minnesota, 2016

Bachelor of Arts, English Literature, Pacific Lutheran University, 2010

Certification

American Institute of Certified Planners # 35703

Project Experience

[Metropolitan Transportation Plan update engagement, La Crosse Area Planning Committee](#). Jono served as project manager for engagement services related to the LAPC's update of their Metropolitan Transportation Plan. This included stakeholder meetings, pop ups, online engagement, and other efforts with communities across the LAPC area in Wisconsin and Minnesota, focused on learning about transportation habits and needs.

[St Louis Park Quiet Zone Study Update](#). Jono supported engagement efforts for the Quiet Zone Study update for St. Louis Park, MN. Jono developed the engagement plan for the study update

[Freight Network Optimization Tool, MnDOT](#). Jono supported stakeholder facilitation meetings for the Freight Network Optimization Tool development effort led by the Minnesota Department of Transportation.

[EV Readiness Plan, Bloomington, MN](#). Jono led public engagement activities for the City of Bloomington Electric Vehicle (EV) Infrastructure Plan. He was responsible for the facilitation of the public meetings and stakeholder workshops.

[TH 29 Reconstruction, Alexandria, MN](#). Jono is the engagement lead for the TH 29 Reconstruction project being led by MnDOT's District 4 office. Jono has led engagement strategy, communications materials development, and open house design and implementation.





Dan McNeil, AICP | Phase 2 Support - Mapping and Engagement/Phase 3 Support - Optional Workshop

Dan has eight years of experience in public engagement and planning, including youth engagement, transportation planning and parks and recreation planning. He has significant experience facilitating public engagement for infrastructure projects, and works to ensure meaningful opportunities to educate, engage and involve community members. Dan is committed to developing accessible and responsive community outreach and is passionate about incorporating underrepresented perspectives into planning processes.

Education

Master of Urban and Regional Planning, University of Minnesota 2019

Bachelor of Individualized Studies, Communications, Management, American Indian Studies, University of Minnesota, 2017

Certification

American Institute of Certified Planners #34234



Project Experience

[MnDOT Highway 23/Highway 9 Intersection Project, New London, Minnesota](#). In collaboration with MnDOT Engagement Team, Dan facilitated public outreach and stakeholder engagement for three year of active community engagement in New London, Minnesota. As engagement evolved during the project. Dan developed a virtual open house, online input opportunities, in-person and virtual community meetings, educational videos, and robust promotion. Public input helped refine project alternatives and feedback was summarized and shared with the community during each phase of engagement. Dan worked to ensure all material aligned with MnDOT branding, plain language requirements and ADA compliance.

[Saint Cloud APO Southwest Beltline Corridor Planning Study, Saint Cloud APO, Saint Cloud Minnesota](#). The Southwest Beltline Corridor Study re-initiated a planning process for the southwest portion of the beltline between the westerly connection of CSAH 75 and TH 15. Dan prepared and executed a Public Involvement Plan that aligned with the APO's Stakeholder Engagement Plan to ensure stakeholders and residents were actively informed and involved in the planning process. Engagement efforts included two community meetings, two rounds of focus group engagement with key stakeholders, development of a study website, two ADA accessible community surveys as well as robust promotion, including social media advertising, mailings to stakeholders and email updates at key study milestones.



Casey Black, PE | Phase 3 Support/Phase 4 Support

Casey is a Structures Project Director with over 20 years of experience in SRF's Structures Group. He has managed more than 50 projects for state and local agencies through design efforts involving local, state, and federal funding requirements. Casey works to establish a clear understanding of the project goals with clients to better determine how design can be advanced to achieve success for each project. Casey's project management technique includes close coordination with the client, so the design team and owner clearly understand the direction of the project throughout the process. He considers early and thorough agency coordination to be critical to ensuring all project parameters are understood and met.

Education

Bachelor of Science in Civil Engineering, University of Minnesota, 2005

Registration

Professional Engineer: Minnesota #49163



Project Experience

[County Road C Bridge Replacement over BNSF Railway, Roseville, Minnesota](#). Casey served as Project Manager for this federally funded project led by Ramsey County. Final deliverables included a bridge type study, preliminary bridge plans, final bridge design and plans and railroad approvals and agreements for bidding and construction. Bridge No. 62675 is a two-span precast concrete beam bridge over the BNSF Railway.

[Dakota-Edgewood Trail over BNSF, St. Louis Park, Minnesota](#). Project Manager for the bridge type study, preliminary and final design for the City's new 0.28-mile-long trail bridge (BR No. R0823) over BNSF right-of-way. Bridge approvals and agreements were completed with MnDOT's State Aid Bridge Office and BNSF Railway Co. Casey managed NEPA documentation, ROW acquisitions, public engagement and other critical design tasks for the City, including construction administration.

[CSAH 92 / TH 12 Interchange & BNSF Railway Grade Separation, Independence, Minnesota](#). Casey served as Bridge Design Lead for this federally funded project led by Hennepin County. Final deliverables included a bridge type study, preliminary bridge plans, final bridge design and plans and railroad approvals and agreements for bidding and construction. Bridge No. 27316 is a three-span precast concrete beam bridge over TH 12 and the BNSF Railway.



Joel Johnson, PE | Phase 3 Support/Phase 4 Support

Joel has 27 years of civil engineering experience. His engineering expertise includes municipal and roadway design, railroad crossing design, railroad and utility coordination, drainage design, construction plan preparation and design activities, cost estimation, stormwater pollution prevention plans, and permit applications. Joel has performed several roadway design tasks dealing with rail crossings for several Class I railroads. This includes rail crossing approach design, railroad coordination activities for permitting and flagging, field inspection, and operational reviews.

Education

Bachelor of Civil Engineering,
University of Minnesota, 1998

Registration

Professional Engineer:
Minnesota #42395

Project Experience

City of Ottumwa Railroad Crossing Final Design, Iowa. As the railroad crossing design manager, Joel worked closely with roadway design and traffic control design staff, the City of Ottumwa engineer and staff, and Burlington Northern Santa Fe (BNSF) railroad staff.

Ryan Companies – Thomson Reuters Rail Crossing Design, Eagan, Minnesota. Joel served as the design manager and worked closely with roadway design and traffic control design staff and Ryan Companies staff for crossing improvements of the Progressive Rail Company.

City of Council Bluffs Avenue B Reconstruction Final Design, Iowa. As railroad crossing coordinator, Joel worked closely with roadway and utilities design staff, the City of Council Bluffs, the Council Bluffs Water Works, and the Canadian National (CN) and Union Pacific (UP) railroad staff. He reviewed the proposed designs and managed the permitting process for the roadway and utility crossings.

City of Sioux City Railroad Quiet Zone Preliminary Design – Riverside Area, Iowa. As railroad crossing design manager, Joel worked closely with transportation planning staff, the City of Sioux City planning and engineering staff, and Burlington Northern Santa Fe (BNSF) railroad staff. He developed Quiet Zone improvement concepts and high-level cost estimates.





COST

0	Project Management	\$	16,090.40	\$	16,090.40
Phase 1					
1.1	Existing Conditions	\$	10,038.76		
1.2	Traffic Assessments & Environmental		\$61,881.20		
	TrainFO Data Sensors & Analytics	\$	44,500.00		
	Phase 1 Deliverable	\$	9,464.84		
	Phase 1 Total			\$	125,884.80
Phase 2					
2.1	Partner Collaboration	\$	9,086.96		
2.2	Workshops / Meetings	\$	22,382.44		
	Phase 2 Deliverable	\$	5,078.96		
	Phase 2 Total			\$	36,548.36
Phase 3					
3.1	Improvement Options	\$	73,678.60		
3.2	High-Level Cost Estimates	\$	19,477.60		
3.3	Alternatives Staging	\$	9,738.80		
3.4	Improvements Workshop & Final Report	\$	8,551.56		
	Phase 3 Deliverable	\$	6,651.76		
	Phase 3 Total			\$	118,098.32
	TOTAL BUDGET			\$	296,621.88

Phase 1

Task	Project Management	Phase 1									
		1.1	1.1A	1.1B	1.2	1.2A	1.2B	1.2.C	1.3	Phase 1 Deliverable	
		Existing Cond	Review Studies	Gather Data	Traffic Assess	Model	Evaluate Patterns	Analyze Crossings	High-Level Envr Review		
Schaffler, Ayden R \$ 141.67			16	12			16	40		32	
Kappelman, Erik D \$ 168.20			0	4		56	32	24	16		
Scott, Justin J \$ 233.90	16		4	4				16	8	6	
Guseynova, Jana \$ 212.85			0						40		
Deen, Angela M \$ 242.78			0						16		
Berndt, Mark J \$ 294.00	40		2	4		3	4	8	2	8	
Mielke, Andrew J \$ 294.00	2		0							4	
Garnass, Leif A \$ 294.00			0	6		16	8	8			
	58		52	22	30	363	75	60	96	82	50

Task	Project Mgmt Labor Costs	Phase 1 Labor Costs									
Schaffler, Ayden R		\$ 2,267	\$ 1,700		\$ -	\$ 2,267	\$ 5,667	\$ -	\$ 4,533	\$ 16,434	
Kappelman, Erik D		\$ -	\$ 673		\$ 9,419	\$ 5,382	\$ 4,037	\$ 2,691	\$ -	\$ 22,202	
Scott, Justin J	\$ 3,742	\$ 936	\$ 936		\$ -	\$ -	\$ 3,742	\$ 1,871	\$ 1,403	\$ 8,888	
Guseynova, Jana		\$ -	\$ -		\$ -	\$ -	\$ -	\$ 8,514	\$ -	\$ 8,514	
Deen, Angela M		\$ -	\$ -		\$ -	\$ -	\$ -	\$ 3,884	\$ -	\$ 3,884	
Berndt, Mark J	\$ 11,760	\$ 588	\$ 1,176		\$ 882	\$ 1,176	\$ 2,352	\$ 588	\$ 2,352	\$ 9,114	
Mielke, Andrew J	\$ 588	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 1,176	\$ 1,176	
Garnass, Leif A		\$ -	\$ 1,764		\$ 4,704	\$ 2,352	\$ 2,352	\$ -	\$ -	\$ 11,172	
	\$ 16,090	\$ 10,039	\$ 3,790	\$ 6,248	\$ 61,881	\$ 15,005	\$ 11,177	\$ 18,150	\$ 17,549	\$ 9,465	\$ 81,385

TrainFO* \$ 44,500

*TrainFo's fee includes 2 sensors installed on the public right-of-way. TRAINFO sensors will be installed on existing infrastructure by local contractors. Sensors utilize video and acoustic capabilities to produce vehicle and active user traffic data at key crossings. Support and consulting services include the integration of video feeds into TRAINFO Mobility, calibration of detection and configuration of the system. Also includes training and support through the project. Analysis and support in the interpretation of results and the recommendation of treatments where ITS solutions can provide value.

Phase 2

Task	Phase 2: Public Outreach / Stakeholder Involvement				
	2.1	2.2		Deliverable	Total Hours
	Partner	Workshops /			
	Collaboration	Meeting			
Schaffler, Ayden R	\$ 141.67		40	16	56
McNiel, Daniel P	\$ 175.16	12	32	4	48
Cowgill, Jonathan I	\$ 198.23	8	4		12
Scott, Justin J	\$ 233.90	8	24	4	36
Berndt, Mark J	\$ 294.00	12	16	2	30
Mielke, Andrew J	\$ 294.00			2	2
Total Hours		40	116	28	184

Schaffler, Ayden R	\$	-	\$	5,667	\$	2,267
McNiel, Daniel P	\$	2,102	\$	5,605	\$	701
Cowgill, Jonathan M	\$	1,586	\$	793	\$	-
Scott, Justin J	\$	1,871	\$	5,614	\$	936
Berndt, Mark J	\$	3,528	\$	4,704	\$	588
Mielke, Andrew J	\$	-	\$	-	\$	588
Total	\$	9,087	\$	22,382	\$	5,079
					\$	36,548

Phase 3

Task	Phase 3						Total Hours			
	3.1	3.2	3.3	3.4						
	Improvement	High-Level Cost	Alternatives	Improvements						
	Options	Estimates	Staging	Final Report	Deliverable					
McNiel, Daniel P	\$ 175.16				12		12			
Johnson, Joel B	\$ 259.64	20					20			
LaRue, Kevin R	\$ 243.47	80	30	20	12	8	150			
Wang, Kyle F	\$ 166.49	180	50	20			250			
Black, Casey E	\$ 259.18	20					20			
Berndt, Mark J	\$ 294.00				12	12	24			
Mielke, Andrew J	\$ 294.00					4	4			
Total Hours		300	80	40	36	24	480			
McNiel, Daniel P	\$	-	\$	-	\$	2,102	\$	-	\$	2,102
Johnson, Joel B	\$	5,193	\$	-	\$	-	\$	-	\$	5,193
LaRue, Kevin R	\$	19,478	\$	7,304	\$	4,869	\$	2,922	\$	1,948
LaRue, Kevin R	\$	43,825	\$	12,174	\$	4,869	\$	-	\$	-
Black, Casey E	\$	5,184	\$	-	\$	-	\$	-	\$	-
Berndt, Mark J	\$	-	\$	-	\$	-	\$	3,528	\$	3,528
Mielke, Andrew J	\$	-	\$	-	\$	-	\$	1,176	\$	1,176
Total Cost	\$	73,679	\$	19,478	\$	9,739	\$	8,552	\$	6,652
									\$	118,098



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Allie Paulsen, Administrative Assistant
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Willmar Government Academy		

RECOMMENDED ACTION:

Motion to approve the Willmar Government Academy

OVERVIEW:

Willmar's Government Academy is a 7-week annual program designed to give community members an inside look at how the City of Willmar operates. Participants will be able to engage directly with City leaders to better understand services, decision-making, and opportunities for civic involvement.

BUDGETARY/FISCAL ISSUES:

\$3,000

ALTERNATIVES TO CONSIDER:

Do not approve

ATTACHMENTS:

1. 2026 Willmar Government Academy

Willmar Government Academy

A 7-Week Academy for the Community



Mission Statement

The Willmar Government Academy strengthens our community through transparency, shared understanding, and meaningful engagement. By providing residents with direct insight into how the City of Willmar operates, fostering a community where people feel informed, involved, and empowered to participate in local government.



Why This Academy Matters



Inside City
Operations



Trust Through
Transparency



Understanding
Local Government



Pathways to Public
Service



Program Logistics and Structure

- Each Tuesday from March 31 through May 12, from 5:00 PM - 7:00 PM
- Meal provided weekly and free admission
- Max of 15 participants
- Eligibility: Must be 18 or older, live in Willmar, and able to transport to and from different departments
- Each week will include several departments, ensuring all departments are highlighted within the 7-week program
- May 18 City Council meeting for recognition





City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Sunday Liquor License for 2026		

RECOMMENDED ACTION:

Approve the 2026 Sunday Liquor License on a Roll Call Vote

OVERVIEW:

The following establishment is requesting a Sunday Liquor License for the remainder of the 2026 fiscal year:

Sunday Liquor License

BPOE Lodge 952 dba Willmar Elks Lodge located at 222 20th Street SE. This establishment is currently licensed as a Club On-Sale Liquor License holder with the option to hold a Sunday Liquor License.

BUDGETARY/FISCAL ISSUES:

\$200.00 application fee per establishment

ALTERNATIVES TO CONSIDER:

Deny the renewal application as requested.

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	12.A.
Agenda Section:	Closed Session	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Minn. Stat. § 13D.05, subd. 3(c) — Parcel 95-976-2302		

RECOMMENDED ACTION:

OVERVIEW:

Close session to consider the asking price and/or consider offers or counteroffers for the purchase of real property (closed session under Minn. Stat. § 13D.05, subd. 3(c)) for parcel 95-976-2302.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	February 17, 2026	Agenda Item Number:	12.B.
Agenda Section:	Closed Session	Originating Department:	Administration
Resolution:	No	Prepared By:	Leslie Valiant, City Administrator
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Minn. Stat. § 13D.05, subd. 3(c) — Property Located Under 1st Street Bridge		

RECOMMENDED ACTION:

OVERVIEW:

Closed session to consider the asking price and/or consider offers or counteroffers for the sale of city-owned real property (closed session under Minn. Stat. § 13D.05, subd. 3(c)) for property located under the 1st Street Bridge between Hwy 12 and Benson Ave SW. Note: A Parcel Identification Number does not exist for this specific property.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None