WILLMAR CITY COUNCIL MEETING

MONDAY, MARCH 2, 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 17, 2026
   B. Willmar City Council and Planning Commission Joint Work Session Minutes of February 12, 2026
   C. Planning Commission Minutes of February 18, 2026_Draft
   D. Willmar Municipal Utilities Commission Minutes of February 23, 2026, Draft
   E. Approve Supervisors Union 2026 - 2028 Agreement
   F. 2027 Budget Calendar
   G. Ed's Towing License Agreement
   H. Rocky Mountain Elk Foundation Lawful Gambling Application
   I. Willmar Fests, Inc. Minnesota Lawful Gambling Application
   J. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit—Intuition Brewing LLC
   K. Accounts Payable Report, 2/12/2026 - 2/25/2026

   Information:

   L. Review Planning Commission and Zoning Appeals Board Applicants
   M. WMU Financial Report December 2025
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 Amending Sections 7.03(c), 7.04(c) & 7.05(c) of the Charter of the City of Willmar

10. Regular Business
    A. Resolution to Rescind Willmar Connect Phase 1 Award of Bid
    B. Award of Bids: Willmar Connect Phase 1
    C. 2026A Bond Set Sale Date
    D. Runway 13/31 Pavement Maintenance Professional Services Agreement
    E. Purchase and Conveyance of Property Beneath 1st Street Bridge
    F. Reorganization of the Information Technology Department
    G. 2027 Street and Other Improvements Feasiblity Report & Prelim. Survey Professional Services
    H. Request to Publish Notice for Joint Orderly Annexation Agreement with Willmar Township
11. Announcements
12. Adjourn

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

February 17, 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, Rick Fagerlie, Vicki Davis, Tom Butterfield, and Carl Shuldes, Excused: Steve Gardner, Present 8, Excused 1.

Also present were City Operations Director Kyle Box, Police Captain Michael Anderson, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Shane Stefanick, City Engineer Spencer Johnson, Director of Community Growth Pablo Obregon, City Clerk Vernae Larsen, and City Attorney Robert Scott.

There were no additions or deletions to the agenda.

Council Member Ask moved to **Approve the Agenda as Presented.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

A. City Council Minutes of February 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 **Resolution No. 2026-014** Supervisors Union 2026- 2028 Agreement
F. Approve **Resolution No. 2026-015** AFSCME - General Labor Agreement
~~G. Professional Services Proposal: Airport Snow Removal Equipment Acquisition~~
H. **Resolution No. 2026-017** 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

Council Member Ask moved to **Approve the Consent Agenda items with the exception of Item 5G - Professional Services Proposal: Airport Snow Removal Equipment Acquisition**. He requested that item be pulled for further discussion. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Item 5G – Professional Services Proposal: Airport Snow Removal Equipment Acquisition. Council Member Ask questioned why the amount is so high, stating he thinks the fees are excessive. Operations Director Box gave an overview and explanation of why the rate is set as it is. Following discussion, Council Member Ask moved to **Approve Resolution No. 2026-016 – Professional Services Proposal: Airport Snow Removal Equipment Acquisition**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

OPEN FORUM

Celeste Flynn, Spectrum Representative – 400 Lakeland Dr. NE, spoke about the internet services that Spectrum offers.

PUBLIC HEARING

A. **Ordinance Authorizing the Issuance of General Obligation Tax Abatement Bonds, Series 2026A**

Mikaela Huot from Baker Tilly provided an overview of the General Obligation Tax Abatement Bonds. Mayor Reese opened the public hearing at 6:48 PM. With no one from the community to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 6:49 PM. Council Member Gilbertson moved to **Adopt Ordinance No. 1543 Authorizing the Issuance of General Obligation Tax Abatement Bonds, Series 2026A.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 5, Noes 2.

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

B. **<u>Resolution Approving Tax Abatement (GO Abatement 2026A)</u>**

Mikaela Huot from Baker Tilly provided an overview of the resolution for the General Obligation Tax Abatement Bonds. Mayor Reese opened the public hearing at 6:57 PM. With no one from the community to speak for or against the proposed resolution, Mayor Reese closed the public hearing at 6:58 PM. Council Member Shuldes made a motion to approve **Resolution No. 2026-018 Approving the Tax Abatement (GO Abatement 2026A)**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 5, Noes 2.

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

C. **<u>Ordinance Amendment Sanitary Sewer</u>**

Sara Sietsema presented the proposed changes to the Sanitary Sewer Ordinance. Mayor Reese opened the public hearing at 7:06 PM. With no one to speak for or against the changes, he closed the public hearing at 7:07 PM. A motion was made by Council Member Ask to **Adopt Ordinance No. 1544 – Ordinance Amendment to the Sanitary Sewer.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

A motion was made by Council Member Fagerlie to **Publish Ordinance No. 1544 by Summary.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

D. **<u>Ordinance Amending Sections 7.03(c), 7.04(c) & 7.05(c) of the Charter of the City of Willmar</u>**

City Attorney Robert Scott presented the proposed changes to Ordinance Amending Sections 7.03(c), 7.04(c) & 7.05(c) of the Charter of the City of Willmar. Mayor Reese opened the public hearing at 7:11 PM. No one from the public spoke for or against the proposed ordinance. With 1 council member not in attendance, Attorney Scott recommended a motion to continue the hearing until all council members are present. Council Member Gilbertson made a **motion to continue the public hearing until March 2, 2026.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

REGULAR BUSINESS

A. **Project No. 2503-C Technology Dr Overlay: Change Order No. 2, Accept & Final**

City Engineer Spencer Johnson from Bolton & Menk presented the change order for Project No. 2503-C in the amount of $10,909.15. He also requested approval for final payment to Duininck, Inc. Council Member Fagerlie moved to **Adopt Resolution No. 2026-019 Approving Change Order No. 2 for Project No. 2503-C in the amount of $10,909.15 and Authorizing Final Payment to Duininck, Inc. in the amount of $447,533.59.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

B. **Rail Corridor Study**

Operations Director Box provided information on the proposal from SRF Consulting Group, Inc. (SRF) & TRAINFO for the Rail Corridor Study. Council Member Ask moved to **Adopt Resolution No. 2026-020 Approving the Rail Corridor Study from SRF Consulting Group, Inc. (SRF) & TRAINFO the amount not to exceed $300,000**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

C. **Willmar Government Academy**

Operations Director Box presented the proposed Willmar Government Academy; a new 7-week program designed to give community members an opportunity to learn how the City of Willmar operates. A motion was made by Council Member Shuldes to **Approve the Willmar Government Academy**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

D. **Sunday Liquor License for 2026**

City Clerk Vernae Larsen requested approval of a 2026 Sunday Liquor License for BPOE Lodge 952 doing business as Willmar Elks Lodge. Council Member Ask moved to **Approve the 2026 Sunday Liquor License for BPOE Lodge 952 doing business as Willmar Elks Lodge.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

CLOSED SESSION

A. **Minn. Stat. § 13D.05, subd. 3(c) — Parcel 95-976-2302**

A motion was made by Council Member Fagerlie to enter **Closed Session pursuant to Minn. Stat. § 13D.05, subd. 3(c) to discuss Parcel 95-976-2302**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

The Council entered into closed session at 7:33pm. City Staff present were Operations Director Kyle Box, Planning and Development Director Christopher Corbett, Public Works Director Shane Stefanick, City Engineer Spencer Johnson, City Clerk Vernae Larsen and City Attorney Robert Scott. **Closed Session concluded at 7:42 pm.**

B. **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 Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

The Council entered into closed session at 7:44pm. City Staff present were Operations Director Kyle Box, Planning and Development Director Christopher Corbett, Public Works Director Shane Stefanick, City Engineer Spencer Johnson, City Clerk Vernae Larsen and City Attorney Robert Scott. **Closed Session concluded at 7:55 pm.**

With no further business to discuss, Council Member Nelsen moved to **Adjourn** at 7:56 PM. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

MAYOR

Attest:

CITY CLERK

CITY OF WILLMAR
RESOLUTION NO. 2026-014

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: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes
Voting Against: NONE

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

/S/Vernae Larsen	/S/ Douglas E. Reese
City Clerk	Mayor

CITY OF WILLMAR
RESOLUTION NO. 2026-015

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:

5. 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.

6. 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

7. The Mayor and City Administrator must execute the agreement and memorandums of understanding

8. The City of Willmar must implement the agreement and memorandums of understanding.

Voting in Favor: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Voting Against: NONE

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

/S/Vernae Larsen
City Clerk

/S/ Douglas E. Reese
Mayor

Resolution No. 2026-016

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: Ask Second By: Fagerlie

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

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-017

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

Motion By: Ask Second By: Fagerlie

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.

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

CITY OF WILLMAR
COUNTY OF KANDIYOHI
STATE OF MINNESOTA

RESOLUTION NO. 2026-018

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 Shuldes moved for the adoption of the foregoing resolution, and said motion was duly seconded by Councilmember Davis, and upon a vote being taken thereon after full discussion thereof, the following voted in favor thereof: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Fagerlie, Council Member Davis, Council Member

Butterfield, Council Member Shuldes

and the following voted against the same: NONE

whereupon said resolution was declared duly passed and adopted.

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

_/S/Vernae Larsen_________________
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
950036380	950060640	950062130	950063350	950063860	950900420	950901520	952800150	952800930	952801670	956670265
950036440	950060660	950062140	950063360	950063870	950900440	950901530	952800210	952800940	952802010	957900010
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
950036500	950060790	950062190	950063410	950063920	950900490	950901720	952800270	952801050	952802060	957900060
950036510	950060800	950062200	950063420	950063930	950900500	950901730	952800280	952801060	952802070	957900080
950036520	950060810	950062210	950063430	950063940	950900520	950901740	952800290	952801070	952802080	959152610
950036530	950060820	950062220	950063440	950063950	950900530	950902010	952800310	952801080	952802090	959152620
950036540	950061550	950062230	950063460	950063970	950900540	950902020	952800330	952801090	952802100	959152630
950036560	950061560	950062240	950063470	950063980	950900810	950902030	952800340	952801110	952802110	959152640
950036570	950061570	950062250	950063480	950063990	950900820	950902040	952800350	952801120	952802120	959152650
950036580	950061580	950062260	950063490	950064000	950900830	950902050	952800410	952801130	952802130	959152660
950036590	950061610	950062280	950063500	950064010	950900840	950902060	952800420	952801140	952802140	959152670
950036600	950061620	950062290	950063510	950064020	950900850	950902070	952800440	952801210	952802280	959152675
950036610	950061630	950062300	950063520	950064030	950900870	950902080	952800460	952801220	952802290	959152680
950036620	950061640	950062310	950063530	950064050	950900880	950902090	952800470	952801230	952802300	959152690
950036630	950061650	950062320	950063540	950064060	950900890	950902100	952800480	952801240	952802310	959152700
950036640	950061660	950062330	950063560	950064070	950900900	950902110	952800490	952801250	952802320	959152710
950036650	950061670	950062340	950063570	950064080	950900910	950902120	952800500	952801260	952802330	959152720
950036670	950061680	950062350	950063580	950064170	950900930	950902130	952800520	952801270	952802340	959152730
950060400	950061690	950062360	950063600	950064190	950900940	950902140	952800540	952801280	952802360	959152740
950060410	950061700	950062370	950063610	950064200	950901010	950902150	952800610	952801300	952802370	959152750
950060420	950061710	950062390	950063620	950064210	950901020	950902160	952800620	952801310	952802490	959152760
950060430	950061720	950062400	950063630	950064220	950901030	950902310	952800630	952801320	952802500	959152770
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950060450	950061750	950063070	950063650	950900020	950901060	950902330	952800650	952801410	952802530	
950060460	950061760	950063080	950063670	950900030	950901070	950902340	952800660	952801420	952802540	
950060470	950061770	950063090	950063680	950900040	950901080	950902350	952800670	952801430	952802890	
950060480	950061780	950063180	950063690	950900050	950901090	950902370	952800680	952801440	952802900	
950060490	950061790	950063190	950063700	950900060	950901100	950902380	952800700	952801460	954020010	
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950060520	950061820	950063220	950063740	950900230	950901130	952800030	952800810	952801490	955020020	
950060530	950061830	950063230	950063750	950900240	950901140	952800040	952800830	952801500	955020030	
950060550	950062010	950063240	950063760	950900250	950901410	952800050	952800840	952801510	955900010	
950060560	950062020	950063250	950063770	950900260	950901420	952800060	952800850	952801530	955900020	
950060570	950062030	950063260	950063780	950900270	950901430	952800070	952800860	952801540	955900030	
950060580	950062040	950063280	950063790	950900280	950901440	952800080	952800870	952801610	955900050	
950060590	950062050	950063290	950063800	950900290	950901450	952800090	952800880	952801620	955900060	
950060600	950062060	950063300	950063810	950900300	950901470	952800100	952800890	952801630	955900090	

Resolution No. 2026-019

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

Motion By: Fagerlie Second By: Shuldes

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

/S/ Douglas E. Reese
Mayor

Attest:
/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-020

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: ____Ask____________ Second By:_____Fagerlie________

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

__/S/ Douglas E. Reese ______________ MAYOR

Attest:

__/S/Vernae Larsen____________
CITY CLERK

City Council Action Request

Council Meeting Date:	March 2, 2026	**Agenda Item Number:**	5.B.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	Willmar City Council and Planning Commission Joint Work Session Minutes of February 12, 2026		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Joint Work Session Minutes 2-12-2026

WILLMAR CITY COUNCIL PROCEEDINGS
FIRE HALL
515 2ND ST SW - WILLMAR, MN 56201

February 12, 2026
3:00 PM

The joint work session of the Willmar City Council and the Willmar Planning Commission was called to order by Mayor Douglas Reese. Council Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Vicki Davis, Tom Gilbertson, and Steve Gardner, Absent: Rick Fagerlie, Tom Butterfield, and Carl Shuldes. Present 6, Absent 3.

Planning Commissioners present on a roll call were Commissioners Chris Buzzeo, Gary Newberg and Stacy Holwerda. Absent were Commissioners Bob Poe & Yvon Fils-Aime.

Also present were City Administrator Leslie Valiant, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Shane Stefanick, City Clerk Vernae Larsen, and Planning Administrative Assistant Robin Raasch, Building Official Jacyn Zwagerman, Rental Inspector Jordan Klavetter, Building Inspector Josh Larcum.

There were no additions or deletions to the agenda.

REGULAR BUSINESS

A. **"Plan WITH WILLMAR" Zoning Code Update**

Planning and Development Director Corbett presented the city’s need for updating the zoning code and how the update will align with and implement strategies from the With Willmar Comprehensive Plan. He also introduced Stephanie Flakers and Maya Sheikh of Transportation Collaborative (TC2). Transportation Collaborative presented the plan and implementation process for updating the zoning code, detailing 13 divisions to the plan.

The group took a short break from 3:35 PM and resumed at 3:44 PM.

Participants divided into categories including Residential, Commercial, Downtown and Gateway Corridors. Each group worked to define the character of their focus area, what they liked about the character, what should be maintained and what changes they wanted to see. They then presented their findings to the whole group. This information was collected by Director Corbett and will help in the planning process of the new zoning code.

Having nothing further to discuss, Council Member Gardner moved to adjourn the meeting at 4:41 PM. Council Member Nelsen seconded the motion, which carried unanimously.

____
MAYOR

Attest:

____
CITY CLERK

WILLMAR PLANNING COMMISSION
WEDNESDAY, FEBRUARY 18, 2026
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

The Willmar Planning Commission met on Wednesday, February 18, 2026, at 6:00PM at City Hall.
Members Present: Gary Newberg; Stacy Holwerda; and Christopher Buzzeo
Members Absent: Yvon Fils-Aime; Bob Poe.
Others Present: Christopher Frank (City Planner); Yesenia Giron (Applicant); Mirna Rodriquez (Applicant).

1. Chairperson Buzzeo called for order at 6:02PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Minutes:
   4.1. **Planning Commission Minutes for February 4, 2026**: Commissioner Holwerda motioned to approve the Minutes for February 4, 2026, seconded by Commissioner Newberg, and approved unanimously.

5. General Public Testimony: None.

6. **REGULAR BUSINESS**

6.1 HEARING AND ACTION

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

Staff updated the Commission that this is a Nicaraguan-themed grocery store located at the corner of 5th Street and Benson. Renovations for the grocery store have been completed, and the applicant is requesting the CUP to allow them to open the grocery store downtown.

The public hearing was opened at 6:05PM and closed at 6:06PM with nobody from the public appearing or commenting. The Planning Commission discussed parking and truck loading space for the building. The Planning Commission then made affirmative findings of the required standards for granting a CUP.

Commissioner Newberg moved to approve the conditional use permit, seconded by Commissioner Holwerda, and passed unanimously.

6.1.2 **LAND TRANSACTION REVIEW: KVAM PURCHASE AGREEEMENT**
Location: INDUSTRIAL PARK-RAIL PARK; Parcel #: 95-917-5820; Ward 2

City staff presented the proposed land purchase by the City for approximately six acres from Phillip Kvam. The acquisition is intended to facilitate the extension of Willmar Avenue, other streets, and connect the Industrial Park to Highway 40 to improve truck traffic flow.

Commissioners questioned the timing of the review since the agreement appeared to have already been signed by city administration and requested clarity on the procedure at a future meeting.

Commissioner Newberg motioned to approve the land transaction, seconded by Commissioner Holwerda. The motion passed unanimously.

6.2 PLATS

None.

6.3 BRIEFINGS

6.3.1 **CONDITIONAL USE PERMIT AMENDMENT: STATE OF MN BEHAVIORAL HEALTH CENTER**

Location: 205 5th ST SW; Parcel #: 95-003-3350; Ward 3

Staff introduced a need for an amendment to a prior conditional use permit (CUP) from 2007 for the State-operated behavioral health center. The Center was originally owned by Kandiyohi County, which leased the center to the State of Minnesota for the operation of the Center. The County has now transferred the ownership of the land and building to the State of Minnesota. The 2007 CUP required amendment of the CUP at anytime that the County is no longer owner of the parcel, triggering this required amendment.

Staff noted that the facility has operated for nearly 20 years without issues. The amendment will likely involve updating the owner's name from "County" to "State" while maintaining existing operating conditions.

7. **DIRECTOR'S REPORT**

8. **MISCELLANEOUS**

Staff provided updates as follows:

Staff noted that the previous joint powers session regarding the zoning ordinance rewrite went well and a community survey will be going live the following day.

The City has posted a new position for hire within the Planning Department for an Economic and Community Development Specialist to assist with outreach and economic development in the downtown and "Heart and Horizon" zones within the City.

9. **ADJOURN**

Commissioner Holwerda moved to adjourn the meeting, seconded by Commissioner Newberg, and passed unanimously. The meeting was adjourned at 6:51 PM.

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – February 23, 2026
11:45 a.m. – WMU Auditorium

The Willmar Municipal Utilities Commission met on Monday, February 23, 2026, at 11:45 a.m. in the WMU Auditorium. Commissioners present were President Shawn Mueske, Steve Ammerman, Brad Michelson, Patricia Elizondo, John Kennedy, and Dave Baumgart. Commissioner Carol Laumer was absent.

Staff present included Director of Administration Janell Johnson; Finance and Office Services Supervisor Andrea Prekker; Information Systems Coordinator Mike Sangren; Facilities and Maintenance Kevin Marti; Water Systems Supervisor Alan Neer; Water Systems Foreman Matt Kaderlik; Executive Secretary Abby Ahrendt; and City Council Liaison Tom Gilbertson. Additional attendees included City Attorney Robert Scott (via teleconference) and Jennifer Kotila of the *West Central Tribune*. General Manager Jeron Smith was absent.

President Mueske called the meeting to order, followed by the Pledge of Allegiance. With no requested changes to the agenda, President Mueske proceeded to the Consent Agenda. Director of Administration Johnson highlighted items related to the payment of bills. Following review, Commissioner Ammerman made a motion, seconded by Commissioner Michelson, to adopt **Resolution No. 7**, which carried by roll call vote of six ayes and zero noes.

Finance & Office Services Supervisor Prekker presented the December 2025 Financial Report, which included a summary of the Income Statement covering revenues and expenses, retained earnings, and comparative data for the Electric and Water Divisions, as well as the Investment Portfolio and Cost of Power Report as of December 31, 2025.

Water Systems Supervisor Neer presented the 2025 Year-End Review of the Water Department. He reviewed capital improvement projects, noting the NE Water Treatment Plant is nearing completion, along with updates on water main replacements and the Bulk Fill Station project. Neer reported 25 total main and service repairs for the year, and summarized compliance efforts related to the Lead and Copper Rule. He also reviewed annual water usage totals compared to 2024 and provided a brief overview of projects planned for 2026.

Director of Administration Johnson presented the General Manager's Report in the absence of General Manager Smith. She noted that General Manager Smith and Commissioner Laumer were attending the Legislative Rally in Washington, D.C. Johnson reported that Water Systems Supervisor Alan Neer, who has been with the Utilities since 2020, will be retiring. She announced that Water Systems Foreman Matt Kaderlik, an 11-year employee of the Utilities, will assume the role of Water Systems Supervisor on March 2, 2026. A retirement celebration for Neer will be held on Friday, February 27, from 3:30 to 4:00 p.m. in the WMU Auditorium. She encouraged commissioners to notify staff in the event a quorum is expected so the meeting may be properly posted.

Upcoming Events:

- Alan Neer Retirement Celebration – February 27, 2026 (3:30 p.m., WMU Auditorium)
- Labor Committee Meeting – March 5, 2026 (10:00 a.m., WMU Conference Room)
- Willmar Area Chamber Meeting – March 6, 2026 (7:30 a.m., WMU Auditorium)
- Joint Council and Commission Work Session – April 13, 2026 (1:00 – 4:00 p.m., Heritage Bank)

President Mueske asked for any additional discussion. Hearing none, Commissioner Baumgart moved to adjourn, seconded by Commissioner Kennedy. Motion carried by a 6–0 vote. The meeting adjourned at 12:19 p.m.

Respectfully submitted,
WILLMAR MUNICIPAL UTILITIES

____

Abby Ahrendt, Executive Secretary

ATTEST:

____

Secretary

<u>**RESOLUTION NO. 7**</u>

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 February 9, 2026, MUC Meeting
- ❖ Bills represented by vouchers No. 20260232 through No. 20260257, including associated wire transfers, totaling $1,610,710.56

Dated this 23rd day of February, 2026.

Shawn Mueske
President

Attest:
Patricia Elizondo
Secretary

WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Approve Supervisors Union 2026 - 2028 Agreement		

RECOMMENDED ACTION:
Motion by _____________ and second by _______________ to approve the Willmar Supervisor Unit 2026- 2028 labor agreement

OVERVIEW:
At the February 17, 2026, City Council meeting, the Supervisor Unit Contract for 2026 - 2028 was approved. Upon examination, a clerical error was discovered within Article 7. Sick Leave regarding the employee's post-retirement health care savings plan (HCSP). This has been corrected and agreed to by the Union.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 2026-2028 Supervisors Contract

CONTRACT

BETWEEN

THE CITY OF WILLMAR

AND

WILLMAR SUPERVISOR UNIT

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

TABLE OF CONTENTS

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 (1 0) 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 (l) 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.

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, 2027and 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 patties 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: ________________

WILLMAR MINNESOTA
INC· 1901

City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	2027 Budget Calendar		

RECOMMENDED ACTION:
Motion by: ________ 2nd by:_________ to approve the 2027 Budget Calendar.

OVERVIEW:
As part of the City budget process, the City Council have reviewed and approved the budget calendar. The budget calendar outlines dates and processes for Council and staff to follow to meet all the required timeframe established by State law.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 2027 Budget Calendar - Council

2027 BUDGET CALENDAR

CALENDAR	PROPOSED ACTION
March 2, 2026	CITY COUNCIL adopts Budget Calendar
March 31, 2026	Department Directors submit CIP requests for 2027-2031
April 21, 2026	CIP Tour with Department Directors
April 29, 2026	Administration reviews Capital Improvement Program (CIP) with Department Heads.
May 4, 2026 (Week of)	Administration & Finance review 5-year CIP with Mayor.
May 11, 2026	City Council has CIP work session: Charter Article III, Section 3.04 (C); Mayor shall prepare or cause to be prepared and submitted to the Council a five (5) year capital program at least three (3) months prior to the final date for submission of the proposed budget.
July 2, 2026	Completed Department Heads' budget estimates must be entered and completed.
August 3, 2026 (Week of)	Mayor meets with the City Administrator and Finance Director to prepare the Mayor's Proposed Budget. Finance will have draft 2027 Budget including CIP.
August 24, 2026 (Week of)	Review prepared PowerPoint with Mayor and City Administrator
September 8, 2026 (Tuesday)	Mayor presents Proposed Budget to CITY COUNCIL. Adopt and Certify Proposed Levy to the County Auditor for the Truth in Taxation Requirements.
September 21, 2026	Continuation of preliminary budget, if needed.
October 12, 2026	Council budget work session
December 7, 2026	City Council shall hold Truth in Taxation hearing to study the proposed budget.
December 21, 2026	Continuation hearing if needed to adopt the budget.
December 31, 2026	LAST DAY to submit Certification of the Tax Levy to the County.

City Council Action Request

Council Meeting Date:	March 2, 2026	**Agenda Item Number:**	5.G.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Operations Director
Ordinance:	No	**Presented By:**	Michael Holme, Police Chief
Item:	Ed's Towing License Agreement		

RECOMMENDED ACTION:
Approve the License Agreement

OVERVIEW:
Ed's Towing utilizes a portion of the City of Willmar's impound lot located adjacent to the Public Works Building. The included License agreement updates and formalizes the use of the impound lot by Ed's Towing.

BUDGETARY/FISCAL ISSUES:
10 Year License Agreement
Annual Rent: $7,200
Monthly Rent: $600

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Terminible License Agreement with Ed's Service Ctr & Towing

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") made this _____ day of _____________, 2026 (the "Effective Date"), by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota ("Licensor"), and Ed's Service Center & Sales, Inc., a Minnesota corporation ("Licensee"), (collectively the "parties").

WITNESSETH:

WHEREAS, the Licensor owns certain real property identified as Parcel No. 95-872-1170, as depicted on Exhibit A attached hereto and incorporated herein by reference, the northeastern portion of which it has used as its impound lot ("Licensor's Property"); and

WHEREAS, the Licensee desires to utilize a portion of Licensor's Property for purposes of parking vehicles in connection with Licensee's towing business that serves the Willmar community and surrounding region; and

WHEREAS, the Licensor is willing to permit such use of the Licensor's Property subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **Grant of License.** Licensor hereby grants to Licensee an exclusive (except for such rights contained herein as are reserved to the Licensor) terminable license to utilize that portion of the Licensor's Property as depicted on Exhibit A, attached hereto and incorporated herein by reference, comprising approximately 18,760 square feet (the "Licensed Premises"), for the purpose of parking vehicles in connection with Licensee's towing business and other uses incidental to such purpose.

2. **License Term**. This Agreement shall be in effect for an initial term beginning on March 1, 2026, and expiring on February 29, 2036, and shall automatically renew for successive one-year terms thereafter unless the Licensor or Licensee gives written notice of nonrenewal to the other at least 90 days prior to the date any such automatic renewal would take effect.

   Notwithstanding the foregoing, this Agreement may be terminated; 1) by mutual agreement of the parties at any time; or 2) by either party for good and sufficient reasons by providing 90 days' written notice of such termination to the other party. For purposes of this Agreement, "good and sufficient reasons" do not include the mere convenience of either party, but instead include reasons of a material nature, including but not limited to, changed circumstances affecting the purpose of this Agreement, or for termination by the Licensor, compliance with requirements to maintain eligibility for state or federal funding, or for reasons affecting the public interest or public health, safety or welfare. Immediately upon termination of this Agreement for any reason, the Licensor shall refund to Licensee a prorated portion of any annual License Fee previously paid by

Licensee for the term then in effect at the time of termination, based on the number of days remaining in such term at the time of termination, and the Licensee shall, at the Licensee's expense, immediately remove its personal property from the Licensed Premises. Within 60 days after the termination of this Agreement for any reason, Licensee shall restore the Licensed Premises to the condition they were originally in at the inception of this Agreement or as altered in accordance with plans as submitted to, and approved by, the City Engineer of the Licensor, or her/his designated representative.

In the event that Licensee fails to remove its personal property from the Licensed Premises or otherwise fails to comply with the above paragraph, the Licensor or its authorized agents or representatives may perform any work necessary to remove the Licensee's property from the Licensed Premises and restore the Licensed Premises to its preexisting condition, or such condition as altered in accordance with plans as submitted to, and approved by, the City Engineer, and Licensee shall reimburse Licensor for all expenses reasonably incurred by the Licensor in performing such work. The Licensor may take any action it is authorized under law to take to recover such unpaid charges.

3. **License Fee.** Licensee shall pay to the City, as and for the use of the Licensed Premises authorized by this Agreement, a license fee of Seven Thousand Two Hundred ($7,200.00) for the initial term of this license. On each of the first two anniversaries of the Effective Date, the annual license fee shall increase by Six Hundred Dollars ($600.00). Thereafter, the annual license fee shall increase by three percent on each anniversary of the Effective Date. The license fee shall be paid in equal monthly installments on or before the first day of each month after the license takes effect pursuant to Paragraph 2 above and for the duration the term of this Agreement or any renewal(s) thereof.

4. **Condition of Licensed Premises Not Warranted**. Licensee acknowledges that it has inspected the Licensed Premises and accepts the same in an "as is" condition. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's property or improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises and does not confer any permanent property rights with respect to the Licensed Premises or any improvements that may be constructed thereon upon Licensee.

5. **Improvements, Maintenance and Other Conditions.** The Licensor's grant of the licenses, in addition to the other terms contained herein, is subject to the following conditions:

   a. Licensee shall be responsible for all costs and expenses of every kind whatsoever associated in connection with the use, operation, and maintenance of the Licensed Premises, and all activities conducted thereon, including but not limited to

Licensee's parking of vehicles and operating its towing business thereon. Licensor shall have no responsibility of any kind for such costs or expenses.

b. Licensee shall commence no work authorized by this License within the Licensed Premises during its term until it has obtained all required approvals and permits as required by the Licensor.

c. No improvements or alterations or repairs to improvements or alterations within the Licensed Premises shall be made by Licensee without first receiving the Licensor's City Engineer's written approval of plans and specifications for such improvements. Plans and specifications shall be sufficiently detailed to show the materials to be used, shape and size of the improvement(s), safety features, lighting, the presence of utilities affected by the work and such other or different information as the City may require.

d. Licensee shall take all necessary precautions to protect and preserve any public utilities or public utilities easements within the Licensed Premises during any activities within or use of the Licensed Premises as contemplated in this License.

e. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions and shall keep the Licensed Premises free from refuse.

f. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain, repair or replace the improvements and comply with the requirements thereof.

g. Licensee shall be responsible for the costs associated with any damage to public utilities located within the Licensed Premises, which is caused by Licensee as a result of its use of or operations within the Licensed Premises. Licensee shall pay such costs within 30 days of Licensee's receipt of a billing statement for such charges from the Licensor. The Licensor may take any action it is authorized under law to take to recover such unpaid charges.

h. During the term of this License, Licensee shall be responsible for performing, at its sole expense, all general upkeep, maintenance, repair and/or reconstruction of the Licensed Premises. In the event that Licensee fails to provide maintenance as outlined herein, the Licensor may perform the work and shall invoice the Licensee for all costs incurred by Licensor in providing such maintenance. Invoices shall be due and within 30 days of the date of the invoice. The Licensor may take any action it is authorized under law to take to recover such unpaid charges.

i. Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or to any utilities located therein. In the event of such occurrence, Licensor may terminate this agreement as provided in paragraph 3, unless such waste, destruction or damage is repaired to Licensor's satisfaction by Licensee, at Licensee's cost, within the 30-day notice period.

6. **Use of Licensed Premises**. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee

shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual.

7. **Waiver and Assumption of Risk.** Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all of Licensee's agents, representatives, participants, volunteers, guests and invitees while using the Licensed Premises or the improvements thereon or performing maintenance thereon or otherwise present on the Licensor's Property as a result of the original Agreement. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any person using the improvements and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related in any way to the Licensed Premises, any improvements to be constructed thereon, or the Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensee or Licensor or any other third party. The City shall have no liability to the Licensee or Licensee's agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Licensed Premises during any hours of use or maintenance by the Licensee. Licensee understands and acknowledges that any public utility facilities located within the Licensed Premises may require regular maintenance, repairs or other work. Licensee is responsible for the cost of restoration and removal of any improvements installed by Licensee made necessary related to Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensor or Licensor's agent(s).

8. **Licensor's Right of Entry**. The Licensor, its employees, and its agents and invitees shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the Licensed Premises, or any maintenance, repair or other work conducted within the Licensed Premises by the Licensor for utility purposes or otherwise deemed necessary or appropriate by Licensor, and responding to emergencies. The Licensor may order the immediate cessation of any improvements, project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public.

   Licensor-authorized or permitted private utility companies, shall have the right to enter the Licensed Premises to conduct any maintenance, repair or other work deemed necessary or appropriate for utility purposes.

9. **Assignment or Transfer of License**. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor.

10. **Other Improvements and Alterations**. The Licensee shall not be permitted to make any improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any improvements to the Licensed Premises which are needed to maintain the Licensed Premises in their original condition or their condition as altered, if such alteration has been approved in writing by the Licensor's City Engineer. The Licensee shall at all times maintain the Licensed Premises, and any allowed improvements made thereto, in a good and safe condition.

    The Licensor may order Licensee to correct any improvement, project or work to comply with the scope of this License or other applicable standards, conditions or laws, at Licensee's sole cost and expense. If the improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, the Licensor may order Licensee to conduct any repairs or perform any maintenance necessary to bring the improvements into compliance. Any such an order by the Licensor authorized by this paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the Licensor may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity

11. **Indemnification.** Licensee shall indemnify, protect, save, hold harmless and insure Licensor, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Licensed Premises, or its construction of any improvements thereon. Licensee shall defend Licensor against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to Licensor. Licensor, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Licensor. All indemnification obligations shall survive termination of this Agreement, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

12. **Insurance.** At all times throughout the term of this License, Licensee shall maintain at a minimum the following insurance coverage from financially solvent insurance carriers approved by the City:

    a. Statutory worker's compensation coverage;

b. Commercial General Liability Insurance - $2,000,000 combined single limit, written on an occurrence basis, insuring Licensee against claims for bodily injury, death or property damage arising out of its general business activities (including automobile or vehicle use), and including endorsements to include contractual liability;
c. Any other insurance coverages required by state or federal laws or regulations applicable to Licensee.

Licensee must cause certificate(s) of insurance evidencing the required coverages to be provided to the Public Works Director on or prior to the effective date. The issuer of the certificate of insurance must provide the City ten days' written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

All insurance required by this License must be primary insurance and not in excess of or contributing with other insurance which Licensee or its designee may carry. All policies, excluding worker's compensation policies, must name the City as an additional insured. The applicable insurance policies required by this Lease, must apply separately to City as if separate policies had been issued to Licensee and the City.

The amounts of all required insurance policies must not be deemed a limitation of Licensee's covenant to indemnify City, and if Licensee or City becomes liable in an amount in excess of the amount(s) of said policies, then Licensee must indemnify City from the whole thereof, except in the event of negligent or willful misconduct on the part of City, its officers, or employees.

If Licensee fails to give such certificate of insurance to the City within ten days after execution of this Agreement, this License shall be null and void. If Licensee fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately revoke this License and require the Licensee to restore the Licensed Premises to its preexisting condition or better.

13. **Default.** If the Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or cured by the Licensee within 30 days of notice from the Licensor, the Licensor may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.

14. **Special Provisions.**

    a. Licensee shall reimburse Licensor for Licensor's legal fees incurred in the preparation of this Agreement, and its engineering fees incurred in connection with any engineering review performed in relation to the Licensed Premises pursuant to the provisions of this Agreement.

b. [Need a term addressing snow removal on the Licensed Premises?]

15. **General Terms.**

a. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

b. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

c. **Mechanic's Liens.** The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

d. **Attorneys' Fees.** If any action at law or in equity shall be brought by Licensor on account of any breach of this Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

e. **Recitals.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.

f. **Notices**. The parties' representatives for notification for all purposes are:

If to Licensor: City Administrator
City of Willmar
333 Sixth Street Southwest
Willmar, MN 56201

If to Licensee: Ed's Service Center & Sales, Inc.
919 W Gorton Ave
Willmar, MN 56201

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth above, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

g. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensee and Licensor.

h. **Modifications/Amendment**. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.

i. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

j. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensee or the Licensor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

k. **Compliance with Laws.** The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or otherwise.

l. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.

m. **Data Practices.** The parties acknowledge that data collected pertaining to this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

n. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

o. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

p. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

q. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

r. **Survivability.** All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Licensee and Licensor arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration for a period of five years from the effective date thereof.

s. **Recording.** This Agreement shall not be recorded by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ADDRESS:

919 W Gorton Ave
Willmar, MN 56201

ED'S SERVICE CENTER & SALES, INC.

By:_________________________________
_________________________ (name)
_________________________ (title)

Date: ___________________________

ADDRESS:

333 6th Street SW
Willmar, MN 56201

CITY OF WILLMAR, MINNESOTA

By: ______________________________
Its: Mayor

By: _______________________________
Its: City Administrator

Date: ___________________________

EXHIBIT A

Depiction of Licensed Premises

(Licensed Premises is shaded; area outlined in blue is reserved for City use and is not part of the Licensed Premises)

WILLMAR MINNESOTA

INC· 1901

City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	5.H.
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:	Rocky Mountain Elk Foundation Lawful Gambling Application		

RECOMMENDED ACTION:
Approve Rocky Mountain Elk Foundation Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Rocky Mountain Elk Foundation Lawful Gambling Application

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Rocky Mountain Elk foundation

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any: 81 0421425

Mailing Address: 1905 Country Club Dr NE

City: Willmar State: MN Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): Jeff D Maronka

CEO Daytime Phone: 605 310 8594 CEO Email: jeff.maronka@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☒ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing):

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.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises
located within city limits

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

Print City Name: Willmar

Signature of City Personnel: Jenna Larson

Title: City Clerk Date: 2/17/2026

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

COUNTY APPROVAL
for a gambling premises
located in a township

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

Print County Name: ______

Signature of County Personnel: ______

Title: ______ Date: ______

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

Print Township Name: ______

Signature of Township Officer: ______

Title: ______ Date: ______

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [signature] Date: 2/17/2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Jeff A Marty[illegible]

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

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

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

INC· 1901
WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	March 2, 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:	Willmar Fests, Inc. Minnesota Lawful Gambling Application		

RECOMMENDED ACTION:
Approve Willmar Fests, Inc. Minnesota Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Willmar Fests, Inc. Minnesota Lawful Gambling Application

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Willmar Fests, Inc.

Previous Gambling Permit Number: X-33503-25-015

Minnesota Tax ID Number, if any: ____

Federal Employer ID Number (FEIN), if any: 41-1653995

Mailing Address: P.O. Box 45

City: Willmar State: MN Zip: 56201 County: Kandiyohi

Name of Chief Executive Officer (CEO): James Miller

CEO Daytime Phone: 320-212-2184 CEO Email: info@willmarfests.com

(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 <u>one</u> of the following showing proof of nonprofit status:

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of <u>both</u> 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 Education and Arts Center

Physical Address (do not use P.O. box): 611 Southwest 5th Street

Check one:

☑ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: ____ Zip: ____ County: ____

Date(s) of activity (for raffles, indicate the date of the drawing): June 27, 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.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises
located within city limits

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

Print City Name: Willmar

Signature of City Personnel: Judy Thompson

Title: City Clerk Date: 2/26/26

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

COUNTY APPROVAL
for a gambling premises
located in a township

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

Print County Name: ______

Signature of County Personnel: ______

Title: ______ Date: ______

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

Print Township Name: ______

Signature of Township Officer: ______

Title: ______ Date: ______

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [signature] Date: 2/25/2026
(Signature must be CEO's signature; designee may not sign)

Print Name: James Miller

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

City Council Action Request

Council Meeting Date:	March 2, 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:	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit—Intuition Brewing LLC		

RECOMMENDED ACTION:
Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License on a Roll Call Vote

OVERVIEW:
The Intuition Brewing LLC dba Intuition Brewing; has plans to sell alcohol during their Bock Fest street event on April 25, 2026. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol per State Statute 340A.404, Subdivision 10 (c), which states that the governing body of a municipality may issue to a brewer who manufactures fewer than 3,500 barrels of malt liquor in a year or a microdistillery a temporary license for the on-sale of intoxicating liquor in connection with a social event within the municipality sponsored by the brewer or microdistillery. The terms and conditions specified for temporary licenses under paragraph (a) shall apply to a license issued under this paragraph, except that the insurance requirements of section 340A.409 subdivisions 1 to 3a, shall apply to the license.

BUDGETARY/FISCAL ISSUES:
$100 Application Fee

ALTERNATIVES TO CONSIDER:
Deny the serving of alcohol during this event

ATTACHMENTS:
None

WILLMAR MINNESOTA

INC. 1901

City Council Action Request

Council Meeting Date:	March 2, 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, 2/12/2026 - 2/25/2026		

RECOMMENDED ACTION:
Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:
Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 02.11.26-02.25.26 Ck 76784-76878
2. EFT CK 642-645

Vendor Payment Listing

February 12, 2026 Through February 25, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
101317	KANDI ABSTRACT & TITLE	021126	76784	5,000.00	Earnest Money Parcel #95-917-5820
103800	AFLAC	105906	76785	319.76	Premiums withheld from employees 2/20
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/02-26	76786	2,151.23	Kandi Co-Op Electric
104451	5M4 Mid-Winter Convention	020626	76787	190.00	CVB-Lions Program Ad
103557	AMAZON CAPITAL SERVICES	1X7T-1J4M-QDPN	76788	113.22	Badge pinning supplies for 3226
103557	AMAZON CAPITAL SERVICES	1YJK-WKCJ-CDD1	76788	11.62	Daddy Daughter
103557	AMAZON CAPITAL SERVICES	1V6X-C1V4-VCXW	76788	139.99	Batting Cage Mat
103557	AMAZON CAPITAL SERVICES	1619-TXYQ-FNFK	76788	17.98	Kleenex
103557	AMAZON CAPITAL SERVICES	1NRM-YPR7-H4J4	76788	18.65	Magnum Gobble Dot 3-DOT Sights for Gun
103557	AMAZON CAPITAL SERVICES	164N-HLQ7-1R71	76788	73.60	(2) Speck iPad case
103557	AMAZON CAPITAL SERVICES	19NG-6M93-1XQJ	76788	43.73	Replacement mouse
103557	AMAZON CAPITAL SERVICES	1QG1-YJNR-7QX7	76788	163.68	Coffee grounds
103557	AMAZON CAPITAL SERVICES	16NR-GV79-1Q7P	76788	62.99	Driver Seat Cusion
103557	AMAZON CAPITAL SERVICES	1FXX-C4QL-XCXD	76788	39.96	Mount for TV lobby
103557	AMAZON CAPITAL SERVICES	1WPM-1PPN-7X37	76788	56.93	CR123A Lithium Batteries
100057	AMERICAN WELDING & GAS INC	0011433853	76789	40.86	Cylinder rent
104448	Anchor Scientific, Inc.	280185	76790	101.29	Water Floats for Cooling Tower Tank
103610	AUSTIN INCORPORATED	51568	76791	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	51675	76791	120.00	Septic Pumping
100087	BACKES TECHNOLOGY SERVICES INC	23159	76792	295.00	E.O.C. Access Point drop
102860	BATTERY WHOLESALE INC	282851WIL	76793	120.96	Batteries for Air Packs
103377	BENSON LAUNDRY	437080	76794	94.61	Towel Service
103377	BENSON LAUNDRY	434743	76794	94.61	Towel Service
104299	BFirst Industrial	80030550-00	76795	337.25	Tyvek Coveralls
104299	BFirst Industrial	80029615-00	76795	75.00	3/8 Round Pin Shackles
101010	BOLTON & MENK INC	0386369	76796	1,344.00	PFAS reduction planning prof. services
101010	BOLTON & MENK INC	0387945	76796	3,990.00	Prof Services Jan 3, 2026, through Jan 30 2026
101010	BOLTON & MENK INC	0387861	76796	3,901.50	Prof Services Jan 1, 2026, Through Jan 30, 2026
101010	BOLTON & MENK INC	0387952	76796	597.50	WWWTF PFAS Source ID & Reduction
101010	BOLTON & MENK INC	0387866	76796	1,473.50	Project No. 2605-B Prof Services
101010	BOLTON & MENK INC	0387977	76796	18,766.00	Iverson Park LS Prof. Services
101010	BOLTON & MENK INC	0387865	76796	8,697.00	Project No. 2601-B Prof. Services
101010	BOLTON & MENK INC	0387863	76796	73,790.00	Project No. 2501-B 2601-A Prof. Services
101010	BOLTON & MENK INC	0387948	76796	2,514.00	Willmar Outdoor Covered Rink
101010	BOLTON & MENK INC	0387947	76796	4,273.00	Willmar Fiber Network
101010	BOLTON & MENK INC	0387949	76796	2,996.00	Robbins Island Amphitheater
101010	BOLTON & MENK INC	0387950	76796	705.00	Project No. 2503-B Prof. Services
101010	BOLTON & MENK INC	0387862	76796	507.00	Project No. 2501-A Prof. Services
101010	BOLTON & MENK INC	0387951	76796	510.00	Project No. 2503-C Prof. Services
101010	BOLTON & MENK INC	0387864	76796	7,921.00	Project No. 2504-B Prof. Services
101010	BOLTON & MENK INC	0387860	76796	1,941.50	Project No. 2401-B Prof. Services Final Invoice
101010	BOLTON & MENK INC	0387946	76796	3,876.00	ELLS 7, 8 & 9 Prof. Services
100154	CHAMBERLAIN OIL CO	539587-00	76797	354.87	Antifreeze, washer fluid, brake clean.
100154	CHAMBERLAIN OIL CO	537528-01	76797	426.20	Screw pump grease
100156	CHAPPELL CENTRAL INC	SVC-129088	76798	3,050.33	HVAC secondary bldg. service
100156	CHAPPELL CENTRAL INC	SVC-129069	76798	216.00	Jots 1 HVAC service
100156	CHAPPELL CENTRAL INC	SVC-129068	76798	373.40	Jots 2 HVAC service
100156	CHAPPELL CENTRAL INC	SVC-129070	76798	351.88	CCDR HVAC service
100156	CHAPPELL CENTRAL INC	SVC-128981	76798	108.00	Jots 1 HVAC service
100736	CHARTER COMMUNICATIONS	175505001022126	76799	94.64	Feb/Mar TV
101708	CINTAS CORPORATION	5318702005	76800	149.79	First Aid Kits
900070	CLARION EVENTS-FDIC 2021	INV-FDIC-2026-C0-475	76801	2,652.00	FDIC 2026 training
104453	ClearGov Inc.	2026-19089	76802	22,085.00	ClearGov Platform
104070	Column Software PBC	B15E1683-0132	76803	57.18	02/07/26 Meeting/Minutes notice
104128	Community Connectors Services	15	76804	1,000.00	Unity Through Sharing Event
103677	COORDINATED BUSINESS SYSTEMS	TNA126345	76805	351.40	CVB-Managed IT
103260	CROW RIVER CONSTRUCTION LLC	373	76806	4,771.72	Manhole repair
100212	DOOLEY'S PETROLEUM INC	817230	76807	18,034.57	Diesel and unleaded fuel
100212	DOOLEY'S PETROLEUM INC	451625	76807	466.89	Plant gas
100212	DOOLEY'S PETROLEUM INC	832684	76807	18,785.00	Diesel and unleaded fuel
104183	DSC Communications	2602365	76808	35.00	Programmed pager

Vendor Payment Listing

February 12, 2026 Through February 25, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104183	DSC Communications	2602562	76808	225.00	Programmed pager
104183	DSC Communications	2602563	76808	225.00	Replaced battery, programmed pager
100222	DUININCK INC	Appl #4 2503-B	76809	225,960.82	Project No. 2503-B Pay Application No. 4
103906	ELECTRICAL PRODUCTION SERVICES	10832	76810	2,592.00	PDK FY26/FY27 renewal
104430	Emerging Compounds Treatment Technologies, Inc.	CINV-482584	76811	87,960.00	Leachate pilot project
104430	Emerging Compounds Treatment Technologies, Inc.	CINV-482587	76811	4,743.75	Leachate pilot project
101567	ETTERMAN ENTERPRISES	380242	76812	974.71	Self Retracting Harnesses
102443	EXCEL OVERHEAD DOOR	45930	76813	515.00	Garage door openers
102443	EXCEL OVERHEAD DOOR	45923	76813	646.00	Install new door seals vehicle storage building
102443	EXCEL OVERHEAD DOOR	45978	76813	621.50	Garage door repair
100810	FERGUSON ENTERPRISES INC	2368386	76814	179.36	Plumbing supplies for eyewash station
102973	FLEETPRIDE	132177612	76815	31.74	Filter
102973	FLEETPRIDE	132249882	76815	701.90	Filters
102973	FLEETPRIDE	132340666	76815	46.81	Filters
102973	FLEETPRIDE	132290236	76815	28.60	Filter
100293	GENERAL MAILING SERVICES	76400	76816	228.44	Postage 02/16-02/20/2026
100293	GENERAL MAILING SERVICES	76357	76816	53.44	postage 02/09-02/13/2026
100786	GRAINGER INC	9794177619	76817	142.56	Traffic cones
100786	GRAINGER INC	9807703179	76817	31.26	VFD indicator lights
103765	HARRY'S FROZEN FOOD	86252	76818	283.50	Concessions
102036	HEGLUND CATERING	17139	76819	450.00	Swiftie Social Food
100333	HILLYARD\HUTCHINSON	90031981	76820	49.92	soap
100333	HILLYARD\HUTCHINSON	90031927	76820	2,542.98	Cleaning Supplies
100333	HILLYARD\HUTCHINSON	90029930	76820	114.76	Assurance floor wax
100333	HILLYARD\HUTCHINSON	90035668	76820	49.29	Drain hose for floor scrubber
103023	INNOVATIVE OFFICE SOLUTIONS	IN5058672	76821	41.92	Office Supplies
100867	KANDI STEEL AND FAB	7999	76822	117.60	Flat steel for baseball field brackets
100376	KANDIYOHI CO AUDITOR	555529	76823	221.00	Tire Disposal
100376	KANDIYOHI CO AUDITOR	555460	76823	96.00	Garbage from roads
100376	KANDIYOHI CO AUDITOR	555530	76823	140.00	Tire Disposal
100983	LEAGUE OF MN CITIES INS TRUST	10275	76824	4,971.05	DOI: 01/19/26 vehicle crash on icy roads
103226	LOCAL GOV'T INFORMATION SYS.	153544	76825	461.00	LOGIS SIEM hosting
103226	LOCAL GOV'T INFORMATION SYS.	153496	76825	160.00	LOGIS ESA change for willmarconnect.com
102593	LOFFLER COMPANIES	5266640	76826	112.04	CH Plotter prints
102593	LOFFLER COMPANIES	5266684	76826	320.56	Standalone printer prints
102593	LOFFLER COMPANIES	576225908	76827	268.74	500-0757297-000
100446	MCMASTER-CARR SUPPLY CO	59857340	76828	119.08	Boiler filer
100449	MENARDS	05796	76829	686.93	Washing machine and supplies
100449	MENARDS	06332	76829	46.93	General supplies
100449	MENARDS	06250	76829	60.96	Branch Loppers and Utility knifes
100449	MENARDS	06047	76829	17.70	U-Bolts
100449	MENARDS	06020	76829	45.67	U-Bolts
100449	MENARDS	06140	76829	4.88	Storage Container
100449	MENARDS	05843	76829	34.73	Cleaning, Maintenance supplies
100449	MENARDS	06116	76829	47.40	Door stop, Glue, batteries, deterg, all purp clean
100449	MENARDS	06487	76829	10.66	Paint rollers
100449	MENARDS	06631	76829	41.98	Ice melt
102201	MESERB	021226	76830	175.00	Conference registration
104025	Midwest Biosolids Association, Incorprated	405	76831	650.00	Membership dues
102699	MIKE'S SMALL ENGINE CENTER	36108	76832	269.24	Chain saw oil, Chaps
102699	MIKE'S SMALL ENGINE CENTER	36057	76832	1,477.92	Chain saw chain and tools
103729	MILLS PARTS CENTER	6575450	76833	57.01	Window Switch
103729	MILLS PARTS CENTER	6577719	76833	94.09	Connector and wiring
102565	MINN WEST TECHNOLOGY CAMPUS	3020301	76834	444.37	CVB - Utilities
102565	MINN WEST TECHNOLOGY CAMPUS	3020348	76834	800.00	CVB- March Rent
101257	MN MUNICIPAL UTILITIES ASSN	67635	76835	1,550.00	Drug & alcohol test consortium fee
100541	MUNICIPAL UTILITIES	STMT/01-2026	76836	55,829.12	Municipal Utilities January 2026
100544	MVTL LABORATORIES INC	1345186	76837	314.25	Lab test's
100249	NAPA CENTRAL MN	952458	76838	4.80	Adhesive for Squad 46 camera
104058	New London Area Chamber	022326	76839	400.00	CVB-2026 Dues
102547	CARRANZA/NOE	301	76840	150.00	Interpreting Services for ICR 25013029

Vendor Payment Listing

February 12, 2026 Through February 25, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103605	NORTH CENTRAL INTERNATIONAL	X201153602:01	76841	18.15	Push Lock Fitting
103605	NORTH CENTRAL INTERNATIONAL	R201005231:01	76841	622.87	I&R air leak, replaced air dryer
104452	Paul Woolverton	202601	76842	200.00	MLK Event Music Entertainment
104445	Performance Health Holding, Inc.	SORB1003115	76843	1,913.52	Hazard water buoys
100604	PERKINS LUMBER CO INC	2601-011478	76844	28.32	Lag Screws
100608	PETERSON SHOE STORE	236524	76845	224.99	Safety boots C. Simon
100608	PETERSON SHOE STORE	236763	76845	233.74	Safety boots J. Jagush
100618	PLUMBING & HEATING OF WILLMAR	39826	76846	163.20	A37A 1.58 Urn Rep Kit - Airport
100374	PREMIUM WATERS INC	330700099	76847	30.99	Drinking water
100374	PREMIUM WATERS INC	330704853	76847	49.49	waterq
100633	QUALITY FLOW SYSTEMS INC	50477	76848	9,456.00	RWW #3 rebuild
100639	RAMBOW INC	670149	76849	435.79	Hockey pucks for Learn to Skate Participants
103062	ROSENBAUER MINNESOTA LLC	87131	76850	770,992.00	Final Payment for New Aerial Truck
102941	SAFE ASSURE CONSULTANTS INC	3904	76851	9,871.04	2026 City Safety Program
103441	SCHAEFBAUER/JOSEPH	022426	76852	98.00	Meal Reimbursement while at training
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/01-26	76853	19,677.68	Unleaded and Diesel Fuel
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/01-2026	76853	3,833.58	Equipment Repair parts January 2026
100275	SHI CORP	B20823103	76854	5,698.56	Windows Server licensing renewal
100275	SHI CORP	B20855299	76854	4,714.80	FY26 workstation replacement
103218	SIETSEMA/SARA	021926	76855	69.60	MS4 training reimbursement
104446	State of Minnesota Department of Public Safety	3417500912025	76856	25.00	Haz Mat tier 2 report
104317	Station Automation Inc	9264	76857	1,825.00	PS Trax 2026
102555	SUMMIT FIRE PROTECTION	3871022	76858	2,995.00	Air Compressor- Vehicle storage fire protection
100728	SURPLUS WAREHOUSE INC	09056	76859	111.94	Electrical Connectors
100161	SYSCO WESTERN MINNESOTA	353112275	76860	832.86	Concessions
102674	TOWMASTER	90005057	76861	4,292.22	Wing Post
104414	Transportation Collaborative & Consultants, LLC	24-241-1	76862	8,050.50	Zoning rewrite services rendered through 01/31/26
102695	UNITED ROTARY BRUSH CORP	CI337486	76863	3,221.65	Sweeper Brooms
103143	US BANK EQUIPMENT FINANCE	575969779	76864	751.80	500-0664928-000/001
103783	UTILITY LOGIC	15999	76865	862.08	Gas meter
102915	VERIZON WIRELESS	6135568730	76866	2,131.17	Verizon Feb/Mar
100777	VIKING COCA-COLA BOTTLING CO	3799973	76867	2,085.45	Concessions
104283	Welcoming America	WA 6120	76868	1,000.00	2026 Network Membership
100805	WEST CENTRAL SANITATION	13675743	76869	356.90	Recycling March
100812	WILLMAR CHAMBER OF COMMERCE	02012026	76870	16,137.72	CVB-Chamber Payroll expenses
103136	ALPHA TRAINING & TACTICS LLC	2025-0306	76871	1,067.58	Armor Vest for Officer Lueders
103136	ALPHA TRAINING & TACTICS LLC	2025-0308	76871	1,067.58	Armor vest for Officer Maschino
101010	BOLTON & MENK INC	0378230	76872	4,985.50	PFAS reduction planning prof. services
101010	BOLTON & MENK INC	0381100	76872	1,093.86	PFAS reduction planning prof. services
101010	BOLTON & MENK INC	0381067	76872	2,500.00	Clear Zone Acquisition Plan (CZAP)
100212	DOOLEY'S PETROLEUM INC	808771	76873	20,626.12	Unleaded and diesel fuel
103725	INSPECTRON INC	1680	76874	11,019.62	WI033775, WI0341, WI034603 permit inspections
103226	LOCAL GOV'T INFORMATION SYS.	153545	76875	2,210.00	LOGIS SIEM hosting (billing correction)
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/07-2025-2	76876	356.57	Unleaded Fuel July 2025
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/06-2025-2	76876	1,012.09	Unleaded Fuel June 2025
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/05-2025-2	76876	862.28	Unleaded Fuel May 2025
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/04-2025-2	76876	631.58	Unleaded Fuel April 2025
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/03-2025-2	76876	581.07	Unleaded Fuel March 2025
104450	Stai Trucking and Excavating	02202026	76877	13,555.00	House demo and extra charge of unknown basement
104169	W.L. Hall Co Interior Service	17833	76878	3,740.00	wall repair
			Total	**1,558,931.22**	

Vendor Payment Listing

February 12, 2026 Thorugh February 25, 2026

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102365	CARDMEMBER SERVICE	STMT/01-26	642	17,200.73	Old National Bank Credit Card STMT January 2026
100496	MN PUBLIC FACILITIES AUTHORITY	021826	643	538,852.37	Loan Payment Wastewater Treatment
100492	MN DEPT OF REVENUE	STMT/02-26	644	5,715.83	Fuel and Sales Tax
100467	CENTERPOINT ENERGY	STMT/01-2026	645	12,973.68	Natural Gas January 2026
			Total	574,742.61	

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WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	March 2, 2026	**Agenda Item Number:**	5.L.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Allie Paulsen, Administrative Assistant
Ordinance:	No	**Presented By:**	
Item:	Review Planning Commission and Zoning Appeals Board Applicants		

RECOMMENDED ACTION:
For Council to review Jason Kowalczyk's application to the Planning Commission and Nathan Cooley's application to the Zoning Appeals Board.

OVERVIEW:
Mayor Reese has put forth Planning Commission applicant, Jason Kowalczyk, and Zoning Appeals Board applicant, Nathan Cooley, for Council review.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Kowalczyk, Jason Planning Commission
2. Cooley, Nathan Zoning Appeals Board

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION ('22)

Submitted by: Jason Kowalczyk

Submitted On: 2025-10-07 15:22:06

Submission IP: 66.191.67.66 (172.31.71.118)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Leslie Valiant

Due Date: Open

Print Del

WILLMAR

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

333 Southwest 6th Street, Willmar, MN 56201 | 320-235-8311 | Fax: 320-235-4917

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.

*** Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.**

- ○ Airport Commission (meets monthly)
- ○ Cable Advisory Board (meets as needed)
- ○ Charter Commission (meets as needed)
- ○ Park and Recreation Board
- ○ City/County Economic Development Operations Board (meets monthly)
- ○ Human Rights Commission (meets as needed)
- ○ Municipal Utilities Commission (meets bi-monthly)
- ○ Pioneerland Library System Board (meets monthly)
- ◉ Planning Commission (meets bi-monthly)
- ○ Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)
- ○ Willmar Convention and Visitors Bureau
- ○ Ad hoc Task Forces (will be posted and will meet on an as-needed basis)
- ○ Zoning Appeals Board
- ○ Downtown Willmar (DTW)

APPLICANT INFORMATION

Date: 10/07/2025
Format: MM/DD/YYYY

*** First Name**: Jason

*** Last Name**: Kowalczyk

*** Address**: 1201 9th St SE

*** City**: WILLMAR

*** Phone**: 3209059291

*** Email**: j.kowalczyk@marcusconstruction.com

Phone Email

*** What prompted you to make application for a citizen committee?**

I applied for the planning and zoning commission because I care deeply about the future direction and character of our community and want to contribute my voice to important decisions that impact development, growth, and local quality of life. Serving on the commission is an opportunity to give back to the community. I'm also eager to learn more about local government processes and work collaboratively with others to shape policies that make our area a better place for residents and businesses.

*** Briefly tell us why you want to serve on this Board/Committee/Commission:**

I want to serve on the Planning and Zoning Commission because I'm committed to supporting thoughtful community growth and helping ensure development aligns with the city's long-term vision.

*** List any special background or experience you have which would be helpful to this Board/Committee/Commission:**

I have a strong commitment to community service, demonstrated by ongoing involvement with local organizations and boards. Key strengths I would bring include active listening, the ability to fairly evaluate diverse perspectives, clear communication, and a results-oriented approach to problem-solving.

*** List your educational background**

Graduated from Little Falls Community High School in 1998

*** List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:**

Currently I'm the board president for the United Campus Ministry Center, current board member for Youth For Christ, Current Missions Commission Director for First Covenant Church, former Deacon for the Mission Commission at First Covenant Church, I run 3 local softball teams through Willmar Parks & Rec, I run 2 racquetball leagues for the YMCA, and I run a cornhole league at our church throughout the winter months.

*** If you are employed, please provide the name and address of your employer and your position:**

Marcus Construction 2580 U.S. Hwy 12 Willmar, MN 56201 Business Development - Commercial Sales

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION ('22)

Print Del

Submitted by: Nathan Cooley

Submitted On: 2026-01-29 04:14:04

Submission IP: 174.213.240.231 (172.31.66.238)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Allie Paulsen

Due Date: Open

WILLMAR

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

333 Southwest 6th Street, Willmar, MN 56201 | 320-235-8311 | Fax: 320-235-4917

Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.

*** Please indicate the Board/Committee(s)/Commission(s) to which you are interested in being appointed. You may select more than one.**

- ○ **Airport Commission (meets monthly)**
- ○ **Cable Advisory Board (meets as needed)**
- ○ **Charter Commission (meets as needed)**
- ○ **Park and Recreation Board**
- ○ **City/County Economic Development Operations Board (meets monthly)**
- ○ **Human Rights Commission (meets as needed)**
- ○ **Municipal Utilities Commission (meets bi-monthly)**
- ○ **Pioneerland Library System Board (meets monthly)**
- ○ **Planning Commission (meets bi-monthly)**
- ○ **Police Civil Service Commission (meets first Monday in February each year and on as-needed basis thereafter)**
- ○ **Willmar Convention and Visitors Bureau**
- ○ **Ad hoc Task Forces (will be posted and will meet on an as-needed basis)**
- ◉ **Zoning Appeals Board**
- ○ **Downtown Willmar (DTW)**

If you are currently in this Board/Committee/Commission, are you applying for reappointment to serve another term?

- ☐ **Yes**
- ☑ **No, I have not served this Board/Committee/Commission**

APPLICANT INFORMATION

Date	* First Name	* Last Name
01/29/2026	Nathan	Cooley

Format: MM/DD/YYYY

*** Address**

3108 1ST AVE NW

*** City**

WILLMAR

*** Phone**

3209055572

Phone

*** Email**

ncooley23@yahoo.com

Email

*** What prompted you to make application for a citizen committee?**

To help the citizens of our community. I'm fair-minded, detail-oriented, and focused on making decisions that follow the ordinance while protecting the long-term interests of the community.

*** Briefly tell us why you want to serve on this Board/Committee/Commission:**

To help our community be heard and make a fair decision on projects being requested and to hear both sides of reasons why/why not something should be approved.

*** List any special background or experience you have which would be helpful to this Board/Committee/Commission:**

Experience reviewing rules, policies, or regulations and applying them consistently and fairly Strong ability to listen to public input, ask clarifying questions, and weigh multiple perspectives before making decisions

*** List your educational background**

Minnewaska Area HS

*** List any social, fraternal, patriotic, governmental, or service organizations, which you have or currently are serving on:**

N/A

*** If you are employed, please provide the name and address of your employer and your position:**

USDA FSIS Consumer Safety Inspector. Minneapolis MN

City Council Action Request

Council Meeting Date:	March 2, 2026	**Agenda Item Number:**	5.M.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	WMU Financial Report December 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. WMU 12.31.25

Income Statement

Group Summary

Willmar Municipal Utilities

Willmar Municipal Utilities

For Fiscal: 2025 Period Ending: 12/31/2025

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	9,130,533.00	9,130,533.00	812,271.44	9,157,560.41	-27,027.41
402 - Commercial/Industrial	20,830,447.00	20,830,447.00	1,605,827.61	20,638,158.29	192,288.71
404 - City Franchise Fee	2,870,557.00	2,870,557.00	215,909.77	2,482,838.74	387,718.26
405 - Transmission	2,570,406.00	2,570,406.00	151,258.41	2,226,632.43	343,773.57
419 - Interest	600,000.00	600,000.00	120,880.27	1,430,508.83	-830,508.83
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	26,015.01	843,664.90	-843,664.90
498 - MRES Capacity Revenue	708,000.00	708,000.00	60,990.00	720,252.00	-12,252.00
499 - Miscellaneous Revenues	298,381.00	298,381.00	9,241.41	771,061.76	-472,680.76
Revenue Total:	**37,008,324.00**	**37,008,324.00**	**3,002,393.92**	**38,270,677.36**	**-1,262,353.36**
Expense					
500 - Production	310,400.00	310,400.00	9,715.57	83,213.48	227,186.52
555 - Purchased Power	18,185,004.00	18,185,004.00	1,517,677.50	18,187,607.25	-2,603.25
560 - Transmission	4,560,526.00	4,560,526.00	314,956.54	4,355,207.40	205,318.60
580 - Distribution	2,025,306.00	2,025,306.00	14,215.18	1,901,485.98	123,820.02
900 - Customer Service	218,050.00	218,050.00	86,520.17	384,589.92	-166,539.92
906 - Energy Services/Marketing	161,000.00	161,000.00	12,567.99	104,664.97	56,335.03
920 - General & Administrative	2,729,367.00	2,729,367.00	70,548.99	2,351,137.25	378,229.75
997 - Cash Payment to City	2,136,842.00	2,136,842.00	163,625.37	2,136,842.00	0.00
998 - Depreciation	2,078,508.00	2,078,508.00	214,768.16	2,344,667.62	-266,159.62
999 - Miscellaneous	151,267.00	151,267.00	42,617.91	196,181.63	-44,914.63
Expense Total:	**32,556,270.00**	**32,556,270.00**	**2,447,213.38**	**32,045,597.50**	**510,672.50**
Fund: 100 - Electric Surplus (Deficit):	**4,452,054.00**	**4,452,054.00**	**555,180.54**	**6,225,079.86**	**-1,773,025.86**
Fund: 200 - Water					
Revenue					
401 - Residential	2,989,726.00	2,989,726.00	214,716.91	2,835,864.64	153,861.36
402 - Commercial/Industrial	3,296,259.00	3,296,259.00	245,688.32	3,281,893.37	14,365.63
419 - Interest	50,000.00	50,000.00	16,958.11	149,668.38	-99,668.38
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	2,890.56	86,679.61	-86,679.61
499 - Miscellaneous Revenues	155,781.00	155,781.00	30,788.24	196,997.04	-41,216.04
Revenue Total:	**6,491,766.00**	**6,491,766.00**	**511,042.14**	**6,551,103.04**	**-59,337.04**
Expense					
500 - Production	365,475.00	365,475.00	14,496.66	236,641.51	128,833.49
580 - Distribution	1,226,784.00	1,226,784.00	110,093.25	1,050,625.53	176,158.47
900 - Customer Service	131,250.00	131,250.00	18,859.95	183,460.84	-52,210.84
906 - Energy Services/Marketing	0.00	0.00	0.00	2,325.12	-2,325.12
920 - General & Administrative	958,833.00	958,833.00	36,809.53	835,043.71	123,789.29
998 - Depreciation	1,113,572.00	1,113,572.00	31,139.81	384,373.68	729,198.32
999 - Miscellaneous	3,748.00	3,748.00	27,157.96	27,157.96	-23,409.96
Expense Total:	**3,799,662.00**	**3,799,662.00**	**238,557.16**	**2,719,628.35**	**1,080,033.65**
Fund: 200 - Water Surplus (Deficit):	**2,692,104.00**	**2,692,104.00**	**272,484.98**	**3,831,474.69**	**-1,139,370.69**
Total Surplus (Deficit):	**7,144,158.00**	**7,144,158.00**	**827,665.52**	**10,056,554.55**	

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
100 - Electric	4,452,054.00	4,452,054.00	555,180.54	6,225,079.86	-1,773,025.86
200 - Water	2,692,104.00	2,692,104.00	272,484.98	3,831,474.69	-1,139,370.69
Total Surplus (Deficit):	**7,144,158.00**	**7,144,158.00**	**827,665.52**	**10,056,554.55**	

WILLMAR
MINNESOTA

INC· 1901

City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	9.A.
Agenda Section:	Public Hearing:	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	Yes	Presented By:	Robert Scott, City Attorney
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.

This is a continuation of the public hearing from February 17, 2026.

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. <u>AMENDMENT OF CHARTER SECTION 7.05(c).</u> 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. <u>EFFECTIVE DATE.</u> 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:

_________________________________ _________________________________

Vernae 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:	March 2, 2026	**Agenda Item Number:**	10.A.
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:	Resolution to Rescind Willmar Connect Phase 1 Award of Bid		

RECOMMENDED ACTION:
To adopt the resolution rescinding the award of bid to NC3, LLC for the Willmar Connect Phase 1 Project

OVERVIEW:
On January 20, 2026, the Willmar City Council approved the award of the Willmar Connect Phase 1 bid to NC3, LLC ("NC3"), having determined at that time that NC3 had demonstrated responsibility, qualifications, and financial capacity sufficient to complete the project in accordance with the bid specifications and contract requirements. After the award, NC3 notified the City that it no longer possesses the financial and operational capacity necessary to complete the Phase 1 project as originally proposed and bid. NC3 and the staff further discussed alterations to the project scope and delivery approach. Ultimately, the discussed alterations to the project and scope deviated from the work as bid and posed a great risk to the City. Furthermore, staff is obligated to ensure the integrity of the project as a whole and no longer has confidence in the contractors' ability to perform the work in accordance with the bid documents and conditions under which the award was made.

Staff recommends that the City Council take action to rescind the bid award.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:
None Recommended

ATTACHMENTS:
1. 2026_03_02 Resolution_Rescind

RESOLUTION NO. ____

A RESOLUTION RESCINDING THE AWARD OF BID TO NC3, LLC FOR THE WILLMAR CONNECT PHASE 1 PROJECT

WHEREAS, the City of Willmar ("City") solicited bids for the Willmar Connect Phase 1 project ("project") in accordance with applicable procurement requirements; and

WHEREAS, the City opened bids for this project on December 2, 2025, and thereafter conducted extensive review of the bids received and investigated the reputation and resources of the contractors who submitted bids in order to determine which contractor submitted the lowest responsible bid; and

WHEREAS, on January 20, 2026, the Willmar City Council ("Council") adopted Resolution No. 2026-004, pursuant to which it accepted the bid and awarded the contract for the project to NC3, LLC ("NC3"), having determined at that time that NC3 had demonstrated responsibility, qualifications, and financial capacity sufficient to complete the project in accordance with the bid specifications and contract requirements and had therefore submitted the lowest responsible bid; and

WHEREAS, subsequent to the award, NC3 notified the City that it no longer possesses the financial and operational capacity necessary to complete the project pursuant to the bid specifications; and

WHEREAS, NC3 further communicated proposed alterations to the project scope and delivery approach which materially deviate from the bid specifications and from the terms upon which the contract award was made; and

WHEREAS, the City has evaluated the information and proposed revisions to the project specifications provided by NC3, engaged in extensive discussions with NC3 about NC3's capacity to complete the contract, considered NC3's proposed revisions to the project specifications, and has determined that (1) the changes sought by NC3 would materially harm the overall feasibility of the project and undermine the integrity of the City's procurement process by creating an unfair advantage for NC3 in relation to other bidders; and (2) there is no mutually agreeable solution consistent with the bid specifications under which the City can responsibly enter into the contract with NC3; and

WHEREAS, the City has an obligation to ensure the integrity of its procurement processes, the responsible use of public funds, and alignment of project delivery with the scope, specifications, and expectations established through the competitive bidding process; and

WHEREAS, based on the facts and representations provided by NC3, the City no longer has confidence in NC3's ability to perform the work in accordance with the bid documents and the conditions under which the award was made, and finds that NC3 has proven not to be a responsible bidder on this project; and

WHEREAS, it is in the best interest of the City to rescind its award of the contract for the project to NC3 in order to protect the City's financial interests and maintain adherence to the originally bid project scope and procurement requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA:

1. The recitals set forth above are adopted as the Findings of the City Council.

2. The City Council hereby rescinds its Resolution No. 2026-004, dated January 20, 2026, and the award of the Willmar Connect Phase 1 project bid to NC3, LLC therein.

3. The City Council directs staff to take all necessary and appropriate administrative and legal actions consistent with this rescission, including evaluation of next steps for project delivery.

4. The City expressly reserves all rights and remedies available under the bid documents, contract, and applicable law, including but not limited to the pursuit of the bid bond and any other legal or equitable recourse necessary to recover costs, damages, or expenses incurred as a result of this matter.

5. This resolution shall be effective immediately upon adoption.

Adopted by the City Council of the City of Willmar, Minnesota, this 2nd day of March, 2026.

____

Mayor

Attest:

____

City Clerk

INC· 1901
WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	March 2, 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:	Award of Bids: Willmar Connect Phase 1		

RECOMMENDED ACTION:
To accept and award the bid for Willmar Connect Phase 1 in the amount of $8,197,392.50, to Kramer Service Group

OVERVIEW:
On December 2, 2025, the City received ten (10) bids for the Willmar Connect – Phase 1 project. The base bids ranged from $7,333,005.00 to $17,660,881.71. The Engineer's estimate for the project was $8,034,859.00.

On January 20, 2026, the City Council awarded the bid to NC3, LLC of Clearbrook, MN, which submitted a valid bid of $7,627,499.63. Staff, including Bolton & Menk, and Hometown Fiber, had concluded that NC3, LLC had the established responsibility, qualifications, and financial ability to complete the job. Recently, NC3 has notified the City that it no longer has the financial or operational capacity to complete Phase 1 as originally proposed.

Staff recommends awarding the bid to the next-lowest responsible bidder, Kramer Service Group (Kramer) of Weyerhaeuser, WI, in the amount of $8,197,392.50. Furthermore, due to a pending industrial park grant that includes fiber, a future change order will be presented to the City Council to remove the build-out of the Willmar Industrial Park, resulting in an approximate $1,500,000 reduction in the overall scope of Phase 1 construction. Kramer is aware of this future change order and is in acceptance.

After the bid award to Kramer of $8,197,392.50 and a change-order reduction of approximately $1,500,000, the expected construction amount for Phase 1 is approximately $6,697,392.50.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid 2601-F
2. 2026-02-27 Council Bid Recommendation
3. 2025-12-02 BIDTAB_RESULTS

Resolution No.__________

A RESOLUTION AWARDING PROJECT NO. 2601-F, WILLMAR CONNECT PHASE 1, TO KRAMER SERVICE GROUP IN THE AMOUNT OF $8,197,392.50.

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 from Kramer Service Group of Weyerhaeuser, WI, for Project No. 2601-F 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 $8,197,392.50.

Dated this 2nd day of March, 2026

____
Mayor

Attest:

____
City Clerk

2040 Highway 12 East
Willmar, MN 56201-5818

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

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MEMORANDUM

Date: February 27, 2026

To: Leslie Valiant, City Administrator
Mayor Reese and Members of the City Council
City of Willmar, Minnesota

From: Joshua Halvorson, P.E.
Principal Engineer

Subject: Willmar Connect – Phase 1
City of Willmar, Minnesota
BMI Project No.: 0W1.132889

On December 2, 2025, we received ten (10) bids for the Willmar Connect – Phase 1 project. The base bids ranged from $7,333,005.00 to $17,660,881.71. The Engineer's estimate for the project was $8,034,859.00. A bid tabulation is attached for your review.

The low bidder for the project was Five Star Energy Services, LLC of Waukesha, WI. After Bids were opened, a signed written notice from Five Star Energy Services was received withdrawing their bid due to material pricing mistakes. Withdrawal of a bid is allowed per bidding regulations.

The second low bidder was NC3 LLC out of Clearbrook, MN and was awarded the project. Unfortunately, NC3 LLC cannot obtain the required performance & payment bonds required to enter into agreement and has demonstrated concerns completing the project within the contract timelines. Consequently, the contractor is considered in default of the contract requirements.

The City of Willmar is now in a position to consider the 3rd low bidder for award. Kramer Service Group of Weyerhaeuser, WI submitted a valid bid per Instructions to Bidders for the construction contract in the amount of $8,197,392.50. This includes submitting the required signed bidder forms of the total bid, completed responsible contractor forms, and has an effective bid bond. Kramer Service Group is a well-known contractor within the industry that has successfully completed similar projects in size and costs for a number of Cities that Bolton & Menk has overseen. Including the City of Buffalo that was completed last year.

It is our opinion that Kramer Service Group is a responsible contractor, has the qualifications and financial ability to complete the job. My recommendation is the City Council reaward the project for the Willmar Connect – Phase 1 project to Kramer Service Group of Weyerhaeuser, WI in the amount of $8,197,392.

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

JJH/kp

Cc: Kyle Box, City Operations Director
Jared Voge, City Engineer

Attachments: Bid Tab

BID TABULATION

PROJECT: WILLMAR CONNECT – PHASE 1
WILLMAR, MN

DATE: December 2, 2025

TIME: 2:30 P.M.

PROJECT NO. 0W1.132889

QUEST PROJECT NO. 9919701

ENGINEER'S ESTIMATE: $8,034,859.00

BIDDERS	BASE BID
1. Five Star Energy Services, LLC Waukesha, WI	$7,333,005.00
2. NC3 Clearbrook, MN	$7,627,499.63
3. Kramer Service Group Weyerhaeuser, WI	$8,197,392.50
4. Hanco Utilities, Inc. Superior, WI	$9,999,223.06
5. TD&I Cable Maintenance LLC Hudson, WI	$10,993,875.90
6. ComLink Solutions LLC Plymouth, MN	$11,363,857.63
7. TelCom Construction Clearwater, MN	$11,492,833.87
8. MP Nexlevel, LLC Maple Lake, MN	$13,098,521.09
9. AEI Construction, Inc. Perham, MN	$13,176,389.29
10. Creek Enterprise Inc. Eagan, MN	$17,660,881.71

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City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Kyle Box, City Operations Director, Tom Odens, Finance Director
Ordinance:	No	**Presented By:**	Kyle Box, City Operations Director, Tom Odens, Finance Director
Item:	2026A Bond Set Sale Date		

RECOMMENDED ACTION:
To adopt a Resolution providing for the competitive negotiated sale of up to $9,200,000 GO Tax Abatement Improvement Bonds

OVERVIEW:
The City Council has reviewed and approved the necessary actions for the 2026A General Obligation Tax Abatement Bonds. The City is planning to issue up to $9,200,000 in GO Improvement Bonds to finance improvements, including the cost of acquiring, constructing, and installing an open-access broadband infrastructure network. The resolution authorized Baker Tilly to take bids on behalf of the City on April 6, 2026, at 10:00 AM and authorizes staff to work with Baker Tilly to develop an official statement. The bids will be presented to the City Council for its consideration at its regular City Council meeting on April 6, 2026, at 6:30 PM.

BUDGETARY/FISCAL ISSUES:
The structure of the bond allows the City to elect to incorporate one (1) year of capitalized interest, further reducing the City's risk of increasing the property tax levy to pay for debt obligations structured within Exhibit A. Under the current structure, the first interest payment is scheduled for February 1, 2027, and the first principal payment is scheduled for February 1, 2028.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Willmar GO Abatement 2026A

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

HELD: March 2, 2026

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Kandiyohi County, Minnesota, was held in said City on the 2nd day of March, 2026, at 6:30 o'clock P.M. for the purpose in part of authorizing the competitive negotiated sale of the $9,200,000 General Obligation Tax Abatement Bonds, Series 2026A of said City.

The following members were present:

and the following were absent:

Member ____________ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF $9,200,000 GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2026A

A. WHEREAS, the City Council of the City of Willmar, Minnesota, has heretofore determined that it is necessary and expedient to issue its $9,200,000 General Obligation Tax Abatement Bonds, Series 2026A (the "Bonds") to finance (i) 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, (ii) capitalized interest on the Bonds, and (iii) costs of issuing the Bonds; and

B. WHEREAS, the City has retained Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell these obligations by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

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

1. Authorization; Findings. The City Council hereby authorizes Baker Tilly MA to solicit bids for the competitive negotiated sale of the Bonds.

2. Meeting; Bid Opening. This City Council shall meet at the time and place specified in the Terms of Proposal attached hereto as **Exhibit A** for the purpose of considering sealed bids for, and awarding the sale of, the Bonds. The Clerk, or designee, shall open bids at the time and place specified in such Terms of Proposal.

3. Terms of Proposal. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as **Exhibit A** and hereby approved and made a part hereof.

4. Authority of Bond Counsel. The law firm of Kutak Rock, LLP, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

5. Official Statement. In connection with said competitive negotiated sale, the Clerk and other officers or employees of the City are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

6. Declaration of Official Intent to Reimburse Expenditures.

6.01 The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; the City expects to incur certain expenditures with respect to the Projects that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax exempt bonds.

6.02 The City has determined to make a declaration of official intent (the "Declaration") to reimburse certain costs with respect to the Projects from proceeds of the Bonds in accordance with the Reimbursement Regulations.

6.03 All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

6.04 This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of $100,000 or 5% of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of 20% of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

6.05 This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Projects and the principal amount of the Bonds described herein are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such expenditures.

6.06 This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF KANDIYOHI
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 compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the City's $9,200,000 General Obligation Tax Abatement Bonds, Series 2026A.

WITNESS my hand this ______ day of March, 2026.

____
Clerk

4911-9647-2455.1

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

$9,200,000*

CITY OF WILLMAR, MINNESOTA

GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2026A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligation (the “Bonds”) will be received by the City of Willmar, Minnesota (the “City”) on Monday, April 6, 2026 (the “Sale Date”) until 10:00 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“BTMA”), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at its meeting commencing at 6:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

BTMA will assume no liability for the inability of a bidder or its proposal to reach BTMA prior to the Sale Time, and neither the City nor BTMA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) ***Sealed Bidding.*** Completed, signed proposals may be submitted to BTMA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) ***Electronic Bidding.*** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal*. Neither the City, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY® shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

> PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
> Customer Support: (212) 849-5000

DETAILS OF THE BONDS

*Preliminary; subject to change.

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2027. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* follows:

2028	$290,000	2032	$350,000	2036	$425,000	2040	$500,000	2044	$585,000
2029	$305,000	2033	$370,000	2037	$450,000	2041	$520,000	2045	$610,000
2030	$320,000	2034	$385,000	2038	$465,000	2042	$540,000	2046	$640,000
2031	$335,000	2035	$405,000	2039	$480,000	2043	$560,000	2047	$665,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2036, and on any day thereafter, to redeem Bonds due on or after February 1, 2037. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge available proposed property tax abatement revenue for repayment of a portion of the Bonds. The proceeds of the Bonds will be used to finance (i) certain public improvements, including 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, (ii) capitalized interest on the Bonds, and (iii) costs of issuance on the Bonds.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than $9,200,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Purchaser will be required to assist the City in establishing the issue price of the Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the “public” (as said term is defined in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (iii) to the extent the hold-the-offering-price rule applies, pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by BTMA.

The City intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:

(i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
(ii) all bidders shall have an equal opportunity to submit a bid;
(iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
(iv) the City anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any**

proposal submitted will not be subject to cancellation or withdrawal. Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the City and BTMA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the "issue price" for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the "hold-the-offering-price" requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and BTMA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and BTMA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of $92,000 (the "Deposit") no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor BTMA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from BTMA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. BTMA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about April 23, 2026, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kutak Rock LLP of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake to provide annual reports and notices of certain events. A description of this undertaking, including the financial/operating information to be provided and the events to be noticed, is set forth in the form of Continuing Disclosure Certificate attached as an appendix to the Official Statement. The Purchaser’s obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 2, 2026 BY ORDER OF THE CITY COUNCIL

/s/ Vernae Larsen
/ City Clerk

WILLMAR MINNESOTA
INC. 1901

City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Runway 13/31 Pavement Maintenance Professional Services Agreement		

RECOMMENDED ACTION:
To adopt the Resolution entering into an agreement with Bolton and Menk for professional services for Runway 13/31 pavement maintenance at the Willmar Municipal Airport

OVERVIEW:
The City has been awarded a grant for pavement maintenance of Runway 13/31 at the Willmar Municipal Airport. This grant program is administered by and through the Minnesota Department of Transportation (MnDOT). This program was previously identified in the Airport Capital Improvement Program. Funding for this project will be provided by MnDOT with a cost share of 70% State and 30% Local. Within the proposal, Bolton and Menk will produce and conduct the following:
1. Project Scoping
2. Project Meetings
3. Construction Safety and Phasing Plan
4. Prepare Preliminary Plans, Specifications, and Cost Estimates
5. Final Plans, Specifications, and Cost Estimate
6. Prepare final Bidding Documents
7. Pre-Bid and Bid Opening
8. Bid Assistance, Review, and Award
9. Pre-Construction Meeting
10. Construction Management
11. Resident Project Representative Services
12. Final Inspection and Documentation

Project Timeline:
Design: March - April 2026
Bid Letting: May 2026
Construction: June - July 2026
Project Closeout: December 2026

BUDGETARY/FISCAL ISSUES:

Professional Services	**$17,500**
State of Minnesota	$12,250
City of Willmar	$5,250

ALTERNATIVES TO CONSIDER:
Not Approve the Agreement

ATTACHMENTS:
1. BDH_Rwy1331_Pvmt_Maint_Proposal
2. Resolution BMI_Runway 13.31

BOLTON & MENK

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

February 23, 2026

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

RE: Willmar Municipal Airport (BDH)
Runway 13/31 Pavement Maintenance
BMI Work Order No.4
Proposal for Professional Services

Dear Ms. Valiant,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Runway 13/31 pavement maintenance project at the Willmar Municipal Airport.

Our understanding of the project is the city desires to complete pavement maintenance Runway 13/31. Pavement maintenance will include crack repair and patching random cracks.

Funding for the project will be provided by MnDOT with the State share 70% and the city share 30%.

This proposal will include design, bid, and construction administration services.

SCOPE OF SERVICES:

TASK 1 DESIGN & BID ADMINISTRATION:

1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, 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, MnDOT, and other applicable agencies to complete the work elements in Task 1.

1.2 Project Meetings

Up to one (1) meeting with the City and MnDOT are included. It is anticipated that these meetings will include appropriate City and MnDOT personnel and be conducted both virtually and in person. Meetings will be scheduled as necessary for work items included in Task 1.

1.3 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.4 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Preliminary plans will include design services for site preparation, civil site work, pavement maintenance, and pavement marking.

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project and expected to include the following:

- Title Sheet
- Construction Safety and Phasing Plan
- Statement of Estimated Quantities
- Demolition Plan
- Typical Sections
- Pavement Maintenance Plan and Details
- Pavement Marking Plan and Details

Consultant will assemble the technical specifications necessary for the intended work. Standard MnDOT specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by MnDOT specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

1.5 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, 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 plans, 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). 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.

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 Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Project Representative will establish this meeting to review Local, State, and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, MnDOT Aeronautics (if available), Subconsultants, Contractor, Subcontractors and utility companies.

1.10 Construction Management

The Consultant and Sponsor agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Sponsor. Services shall include interpretation of the plans and specifications, review of pay applications, explanation of bidding documents to contractor, review of field/change orders, and monitoring of certified payroll reports.

1.11 Resident Project Representative Services

The Sponsor as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative in the execution of the Construction Engineering Services for the project work. The Sponsor and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time Resident Project Representative** services will be provided. It is anticipated the Project will be completed within **10 Working Days**. This will involve four (4) trips by the RPR.

Resident Project Representative Services shall be completed in accordance with the following:

- Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Sponsor in the event that the Contractor elects to continue the use of questioned equipment and methods.

- Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.

- Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.

- Evaluate possible material substitutions as requested by the Contractor.

- Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports.

- Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.

- Prepare periodic Pay Requests for review by the Project Engineer and Contractor.

- Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).

- Attend and participate in construction progress meetings.

- Perform other services as reasonably required by the Sponsor and as outlined in the Contract Documents.

1.12 Final Inspection and Documentation

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, and State representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

Once all the punch list items have been completed to the satisfaction of the Sponsor and State, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

CONSIDERATION:

The services described above in this proposal shall be completed on a **LUMP SUM** basis of **$17,500**.

The anticipated funding participation is as follows:

- State (70%): $ 12,250.00
- Local (30%): $ 5,250.00

SCHEDULE:

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

- Design: March - April 2026
- Bid Letting: May 2026
- Construction: June – July 2026
- Project Closeout: December 2026

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

Silas Parmar, P.E.
Aviation Project Manager

****

Authorization and acceptance of this letter proposal.

City of Willmar, Minnesota

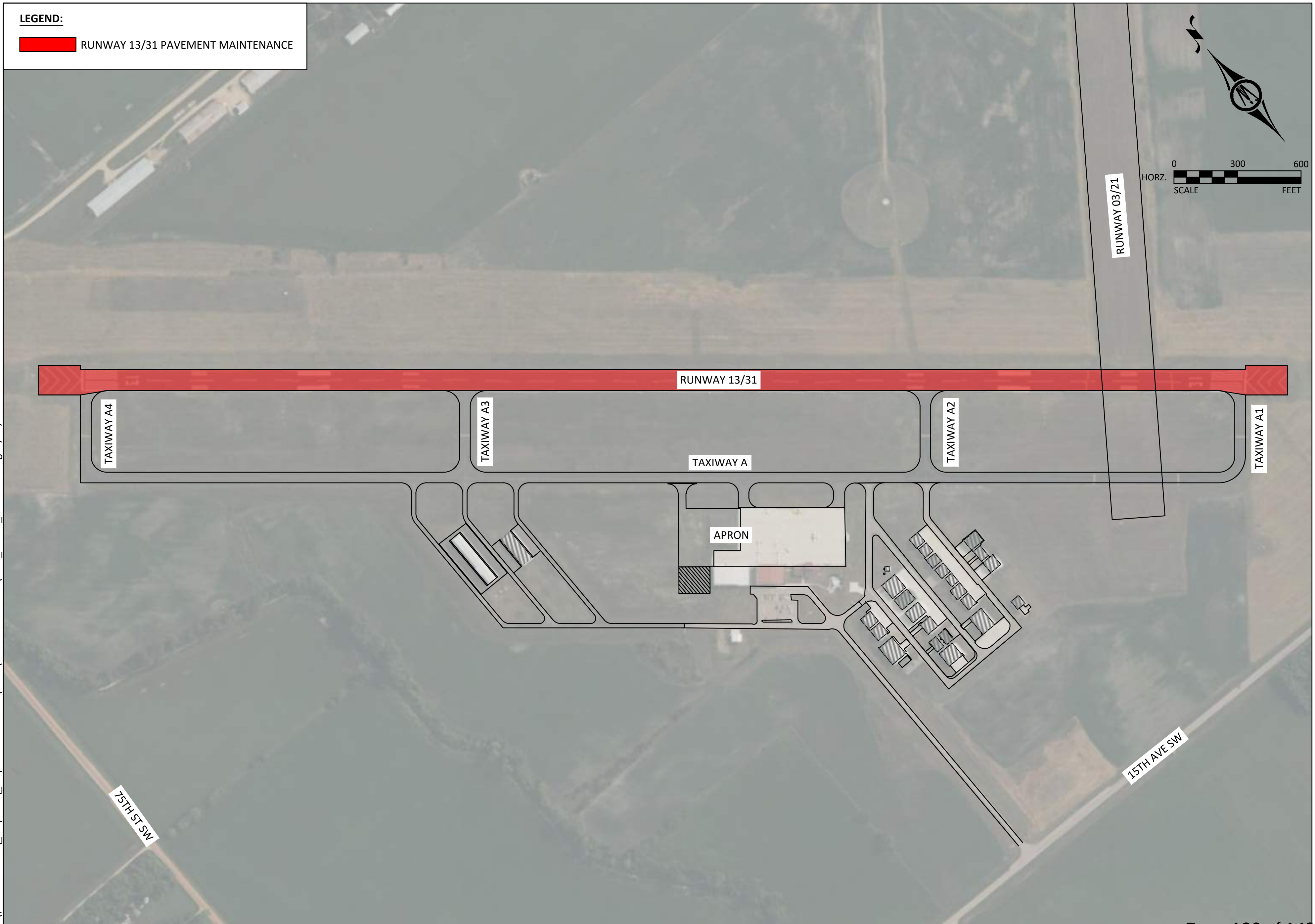
____ _________________________

Mr. Doug Reese Date
Mayor

PROJECT FEE ESTIMATE

CLIENT:	City of Willmar, MN	**DATE:**	2/23/2026
PROJECT:	Willmar Municipal Airport (BDH) - Runway 13/31 Pavement Maintenance	**PREPARED BY:**	SP

		Estimated Person Hours Required						
Task	**Task Description**	**Senior Eng.**	**Project Eng.**	**Grad. Eng.**	**Surveyor**	**Avit. Planner**	**Admin.**	**Totals**
1	**Design, Bid, & Construction Administration**							
1.1	Project Scoping	1	0	0	0	0	0	1
1.2	Project Meetings	0	2	0	0	0	0	2
1.3	Construction Safety and Phasing Plan (CSPP)	1	4	2	0	0	0	7
1.4	Prepare Prelim. Plans, Specs., and Cost Est.	1	4	16	0	0	8	29
1.5	Prepare Final Plans, Specs., and Cost Est.	1	2	8	0	0	4	15
1.6	Prepare Final Bidding Documents	1	0	0	0	0	2	3
1.7	Pre-Bid and Bid Opening	0	2	0	0	0	1	3
1.8	Bid Assistance, Review, and Award	0	4	0	0	0	1	5
1.9	Pre-Construction Meeting	0	0	4	0	0	0	4
1.10	Construction Management	2	16	0	0	0	5	23
1.11	Resident Project Representative Service							0
	Number of Days	0	0	4	0	0	0	
	Hours Per Day	10	10	10	10	10	10	
	Total Hours	0	0	40	0	0	0	40
1.12	Final Inspection and Documentation	1	0	1	0	0	1	3
	Total Person Hours	**8**	**34**	**71**	**0**	**0**	**22**	**135**
	Direct Labor Rate	$62.25	$42.00	$30.00	$45.00	$40.00	$28.00	
	Total Direct Labor Cost	$498.00	$1,428.00	$2,130.00	$0.00	$0.00	$616.00	$4,672.00
	Overhead Rate 2.257	$1,123.99	$3,223.00	$4,807.41	$0.00	$0.00	$1,390.31	$10,544.70
	Subtotal Labor Cost							**$15,216.70**
	Direct Expenses							
	Total Expenses							**$0.00**
	Fixed Fee 15% x Subtotal Labor Cost							$2,282.51
	Total Project Fee							**$17,500.00**



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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF WILLMAR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BOLTON & MENK IN AN AMOUNT OF $17,500

Motion By: ____________________ Second By:____________________

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 Professional Services agreement with Bolton and Menk, in an amount not to exceed $17,500.

Dated this 2nd day of March, 2026

____
MAYOR

Attest:

____
CITY CLERK

WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Purchase and Conveyance of Property Beneath 1st Street Bridge		

RECOMMENDED ACTION:
Motion to refer the Purchase of Property Beneath the 1st Street Bridge to the Planning Commission

OVERVIEW:
The City Council will be asked to consider a license agreement with City Line Towing Sales and Service LLC. The license agreement provides the consideration for conveying specific portions of land beneath the 1st Street Bridge to the City of Willmar. Prior to the approval of the license agreement, the Council must refer the purchase of said land to the Planning Commission as described in City Charter, Article IV. Section 4.02, Subd. 8.

"**Subdivision 8.** Acquisition, sale, transfer or termination of public lands, buildings and property. No city street, park, public grounds or real estate, ways, streets, alleys or buildings shall be acquired, constructed, extended, sold, transferred, conveyed or vacated until the same shall have been submitted to and approved by the commission. No city street, park, public grounds or real estate, ways, streets, alleys or buildings shall be leased for a period in excess of three years until the same shall have been submitted to and approved by the commission. In the event that the commission shall affirmatively disapprove the same or shall determine to attach conditions thereto, the action thereon shall be by resolution setting forth its findings with respect thereto and its specific reasons for such disapproval. In the event that the commission shall have failed to act thereon within a period of 30 days after the adoption of the motion or resolution submitting or referring it to the commission, it shall be deemed to have been approved as submitted."

Pending City Council approval, the Planning Commission will review this purchase at its March 4, 2026, meeting and bring it back to the City Council on March 16, 2026 for consideration of the license agreement with City Line Towing Sales and Service LLC.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Terminible License Agreement with City Line Towing Company

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") made this _____ day of _____________, 2026, by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota ("City" or "Licensor"), and City Line Towing Sales and Service LLC, a Minnesota limited liability company ("Licensee"), (collectively the "parties").

WITNESSETH:

WHEREAS, the Licensor owns certain real property designated as public right-of-way generally located beneath the 1st Street South bridge between Pacific Ave SE to the north and Benson Ave SW to the south, as depicted on Exhibit A attached hereto and incorporated herein by reference ("Licensor's Property"); and

WHEREAS, the Licensee owns certain real property located adjacent to Licensor's Property to the west identified as Parcel No. 95-003-2710, and occupies certain real property located adjacent to Licensor's Property to the east identified as Parcel No. 95-012-00500 (collectively, "Licensee's Properties"); and

WHEREAS, the Licensee desires to utilize Licensor's Property for purposes of parking vehicles and accessing Licensee's Properties immediately to the east and west of the Licensor's Property on which Licensee operates its towing business that serves the Willmar community and surrounding region; and

WHEREAS, the eastern boundary of Licensee's Property identified as Parcel No. 95-003-2710 extends underneath the City-owned 1st Street Bridge by approximately 13 feet, and the parties agree that this portion of the Licensee's Property shall be conveyed to the City for the consideration of $5,000.00 and the permissions and privileges granted to Licensee hereunder; thereafter, the property so conveyed to the City, together with the Licensor's Property, shall comprise the "Licensed Premises" subject to the terms and conditions of this License Agreement; and

WHEREAS, the Licensor is willing to permit such use of the Licensor's Property subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **Purchase and Conveyance of Property Beneath 1st Street Bridge.** In consideration of the mutual covenants and obligations in this Agreement, Licensee agrees to convey and deliver to Licensor, by quit claim deed in form and substance consistent with Exhibit B attached hereto and incorporated herein by reference (the "Deed"), the entirety of Licensee's right, title and interest in the easternmost 13 feet of Parcel No. 95-003-2710 that extends beneath the City-owned 1st Street Bridge, to Licensor, within 30 days of the execution of this Agreement, together with partial releases of such property from any mortgages or other instruments encumbering Parcel No. 95-003-2710 at the time of

conveyance. Licensee shall cooperate with Licensor in subdividing the easternmost 13 feet that extends beneath the City-owned 1st Street Bridge from Parcel No. 95-003-2710, at Licensor's expense. Licensor shall pay to Licensee a Purchase Price of Five Thousand Dollars ($5,000.00) at such time as Licensee delivers the Deed to Licensor. Following the conveyance of such property to the City pursuant to this paragraph, such property shall be included in the Licensed Premises for the duration of this Agreement.

2. **Grant of License.** Effective as of the date of recording of the Deed referenced in Paragraph 1 above and for the duration of the term of this Agreement and any renewal(s) thereof, Licensor hereby grants to Licensee an exclusive (except for such rights contained herein as are reserved to the Licensor) terminable license to utilize the Licensed Premises (comprised of the Licensor's Property depicted on Exhibit A attached hereto and incorporated herein by reference together with the property conveyed by Licensee to Licensor pursuant to Paragraph 1 above), for the purpose of parking vehicles and accessing the Licensee's Properties immediately to the east and west of the Licensed Premises on which Licensee operates its towing business and other uses incidental to such purpose.

3. **License Term**. This Agreement shall be in effect for an initial term beginning on March 2, 2026 (the "Effective Date"), and expiring on February 29, 2036, and shall automatically renew for successive one year terms thereafter unless the Licensor or Licensee gives written notice of nonrenewal to the other at least 90 days prior to the date any such automatic renewal would take effect.

   Notwithstanding the foregoing, this Agreement may be terminated; 1) by mutual agreement of the parties at any time; or 2) by either party for good and sufficient reasons by providing 90 days' written notice of such termination to the other party. For purposes of this Agreement, "good and sufficient reasons" do not include the mere convenience of either party, but instead include reasons of a material nature, including but not limited to, changed circumstances affecting the purpose of this Agreement, or for termination by the Licensor, compliance with requirements to maintain eligibility for state or federal funding, or for reasons affecting the public interest or public health, safety or welfare. Immediately upon termination of this Agreement for any reason, the Licensor shall refund to Licensee a prorated portion of any annual License Fee previously paid by Licensee for the term then in effect at the time of termination, based on the number of days remaining in such term at the time of termination, and the Licensee shall, at the Licensee's expense, immediately remove its personal property from the Licensed Premises. Within 60 days after the termination of this Agreement for any reason, Licensee shall restore the Licensed Premises to the condition they were originally in at the inception of this Agreement or as altered in accordance with plans as submitted to, and approved by, the City Engineer of the Licensor, or her/his designated representative.

   In the event that Licensee fails to remove its personal property from the Licensed Premises or otherwise fails to comply with the above paragraph, the Licensor or its authorized agents or representatives may perform any work necessary to remove the Licensee's property from the Licensed Premises and restore the Licensed Premises to its preexisting condition, or such condition as altered in accordance with plans as submitted to, and approved by, the City Engineer, and Licensee shall reimburse Licensor for all expenses reasonably incurred by the Licensor in performing such work. The Licensor may take any action it is authorized under law to take to recover such unpaid charges.

4. **License Fee.** Licensee shall pay to the City, as and for the use of the Licensed Premises authorized by this Agreement, an annual license fee of Two Thousand Four Hundred Dollars ($3,600.00) for the initial term of this license. On each of the first two anniversaries of the Effective Date, the annual license fee shall increase by Six Hundred Dollars ($600.00). Thereafter, the annual license fee shall increase by three percent on each anniversary of the Effective Date. The license fee shall be paid in equal monthly installments on or before the first day of each month after the license takes effect pursuant to Paragraph 2 above and for the duration the term of this Agreement or any renewal(s) thereof.

5. **Condition of Licensed Premises Not Warranted**. Licensee acknowledges that it has inspected the Licensed Premises and accepts the same in an "as is" condition. The Licensor does not warrant that the Licensed Premises is suitable for the purposes for which it is permitted to be used under this License. The Licensor shall have no responsibility with regard to any failure of or damage to Licensee's property or improvements within the Licensed Premises. Licensee understands and acknowledges that this License grants it only a terminable license to use the Licensed Premises and does not confer any permanent property rights with respect to the Licensed Premises or any improvements that may be constructed thereon upon Licensee.

6. **Improvements, Maintenance and Other Conditions.** The Licensor's grant of the licenses, in addition to the other terms contained herein, is subject to the following conditions:

    a. Licensee shall be responsible for all costs and expenses of every kind whatsoever associated in connection with the use, operation, and maintenance of the Licensed Premises, and all activities conducted thereon, including but not limited to Licensee's parking of vehicles and operating its towing business thereon. Licensor shall have no responsibility of any kind for such costs or expenses.
    b. Licensee shall commence no work authorized by this License within the Licensed Premises during its term until it has obtained all required approvals and permits as required by the Licensor.
    c. No improvements or alterations or repairs to improvements or alterations within the Licensed Premises shall be made by Licensee without first receiving the Licensor's City Engineer's written approval of plans and specifications for such improvements. Plans and specifications shall be sufficiently detailed to show the materials to be used, shape and size of the improvement(s), safety features,

lighting, the presence of utilities affected by the work and such other or different information as the City may require.

d. Licensee shall take all necessary precautions to protect and preserve any piers, columns, or other structural components supporting the 1st Street South bridge, public utilities or public utilities easements within the Licensed Premises during any activities within or use of the Licensed Premises as contemplated in this License.
e. Licensee shall take all necessary precautions to avoid creating unsafe or unsanitary conditions and shall keep the Licensed Premises free from refuse.
f. Licensee shall keep the Licensed Premises and adjacent City-owned property in the vicinity of the City-owned 1st Street Bridge in a neat and orderly condition, by for example, removing trash, junk and debris and graffiti therefrom.
g. Licensee shall notify Gopher State One Call prior to conducting any excavation necessary to construct, maintain, repair or replace the improvements and comply with the requirements thereof.
h. Licensee shall be responsible for the costs associated with any damage to public utilities located within the Licensed Premises, which is caused by Licensee as a result of its use of or operations within the Licensed Premises. Licensee shall pay such costs within 30 days of Licensee's receipt of a billing statement for such charges from the Licensor. The Licensor may take any action it is authorized under law to take to recover such unpaid charges.
i. During the term of this License, Licensee shall be responsible for performing, at its sole expense, all general upkeep, maintenance, repair and/or reconstruction of the Licensed Premises. In the event that Licensee fails to provide maintenance as outlined herein, the Licensor may perform the work and shall invoice the Licensee for all costs incurred by Licensor in providing such maintenance. Invoices shall be due and within 30 days of the date of the invoice. The Licensor may take any action it is authorized under law to take to recover such unpaid charges.
j. Licensee shall not intentionally commit or allow to be committed any waste on, destruction of, or damage to, or nuisance on the Licensed Premises or to any utilities located therein. In the event of such occurrence, Licensor may terminate this agreement as provided in paragraph 3, unless such waste, destruction or damage is repaired to Licensor's satisfaction by Licensee, at Licensee's cost, within the 30-day notice period.

7. **Use of Licensed Premises**. Subject to the other terms and provisions contained herein, the Licensee shall be permitted to use the Licensed Premises only for the specific purpose hereinabove stated; provided, however, that during the term of this License, the Licensee shall comply with all applicable laws, regulations, conditions, and covenants affecting the Licensed Premises, whether federal, state, local, or contractual.

8. **Waiver and Assumption of Risk.** Licensee knows, understands and acknowledges the risks and hazards associated with using the Licensed Premises for the purposes permitted

herein and the improvements thereon and hereby assumes any and all risks and hazards associated therewith. Licensee hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all of Licensee's agents, representatives, participants, volunteers, guests and invitees while using the Licensed Premises or the improvements thereon or performing maintenance thereon or otherwise present on the Licensor's Property as a result of the original Agreement. Licensee hereby irrevocably waives any and all claims against the Licensor or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Licensee or any person using the improvements and hereby irrevocably releases and discharges the Licensor and any of its officials, employees or agents from any and all such claims of liability related in any way to the Licensed Premises, any improvements to be constructed thereon, or the Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensee or Licensor or any other third party. The City shall have no liability to the Licensee or Licensee's agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Licensed Premises during any hours of use or maintenance by the Licensee. Licensee understands and acknowledges that any public utility facilities located within the Licensed Premises may require regular maintenance, repairs or other work. Licensee is responsible for the cost of restoration and removal of any improvements installed by Licensee made necessary related to Licensor's maintenance, repair or other work conducted within the Licensed Premises by the Licensor or Licensor's agent(s).

9. **Licensor's Right of Entry**. The Licensor, its employees, and its agents and invitees shall have the right to enter the Licensed Premises at all times for all reasonable purposes, including, without limitation, enforcing all applicable laws, regulations and/or ordinances, keeping the peace, and inspecting, cleaning, repairing, altering, or improving the Licensed Premises, or any maintenance, repair or other work conducted within the Licensed Premises by the Licensor for utility purposes or otherwise deemed necessary or appropriate by Licensor, and responding to emergencies. The Minnesota Department of Transportation ("MnDOT") shall have access to the Licensed Premises for conducting inspections of the First Street South bridge above the Licensed Premises. Nothing in this Agreement shall be interpreted as requiring the Licensor or MnDOT to perform any such acts independent of the requirements of the other provisions of this Agreement. The Licensor may order the immediate cessation of any improvements, project or work that exceeds the scope of this License or otherwise poses a threat to the life, health, safety or welfare of the public.

   Licensor-authorized or permitted private utility companies, shall have the right to enter the Licensed Premises to conduct any maintenance, repair or other work deemed necessary or appropriate for utility purposes.

10. **Assignment or Transfer of License**. Licensee shall have no right to assign its interest in this License Agreement without the prior written consent of Licensor.

11. **Other Improvements and Alterations**. The Licensee shall not be permitted to make any improvements or alterations to the Licensed Premises without the prior written consent of the Licensor, except, however, the Licensee shall, at Licensee's expense, make any improvements to the Licensed Premises which are needed to maintain the Licensed Premises in their original condition or their condition as altered, if such alteration has been approved in writing by the Licensor's City Engineer. The Licensee shall at all times maintain the Licensed Premises, and any allowed improvements made thereto, in a good and safe condition.

    The Licensor may order Licensee to correct any improvement, project or work to comply with the scope of this License or other applicable standards, conditions or laws, at Licensee's sole cost and expense. If the improvements made by Licensee in the Licensed Premises fall into disrepair at any time during the term of this License, the Licensor may order Licensee to conduct any repairs or perform any maintenance necessary to bring the improvements into compliance. Any such an order by the Licensor authorized by this paragraph shall state the violation, the terms of correcting the violation and that failure to correct the violation within the stated time limits shall be cause for immediate revocation of this License. If the violation is not corrected within the stated time limits, the Licensor may immediately revoke this License and/or pursue any and all remedies available to it as provided herein or in law or equity

12. **Indemnification.** Licensee shall indemnify, protect, save, hold harmless and insure Licensor, and its respective officers, directors, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, which may arise out of or be caused by Licensee or its agents, employees, contractors, with respect to Licensee's use of the Licensed Premises, or its construction of any improvements thereon. Licensee shall defend Licensor against the foregoing, or litigation in connection with the foregoing, at Licensee's expense, with counsel reasonably acceptable to Licensor. Licensor, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of Licensor. All indemnification obligations shall survive termination of this Agreement, provided that the incident giving rise to the indemnification obligation must have occurred during the term of this Agreement.

13. **Insurance.** At all times throughout the term of this License, Licensee shall maintain at a minimum the following insurance coverage from financially solvent insurance carriers approved by the City:

    a. Statutory worker's compensation coverage;

b. Commercial General Liability Insurance - $2,000,000 combined single limit, written on an occurrence basis, insuring Licensee against claims for bodily injury, death or property damage arising out of its general business activities (including automobile or vehicle use), and including endorsements to include contractual liability;
c. Any other insurance coverages required by state or federal laws or regulations applicable to Licensee.

Licensee must cause certificate(s) of insurance evidencing the required coverages to be provided to the Public Works Director on or prior to the effective date. The issuer of the certificate of insurance must provide the City ten days' written notice, by certified mail, prior to cancellation, non-renewal, or material change in the insurance policy(ies).

All insurance required by this License must be primary insurance and not in excess of or contributing with other insurance which Licensee or its designee may carry. All policies, excluding worker's compensation policies, must name the City as an additional insured. The applicable insurance policies required by this Lease, must apply separately to City as if separate policies had been issued to Licensee and the City.

The amounts of all required insurance policies must not be deemed a limitation of Licensee's covenant to indemnify City, and if Licensee or City becomes liable in an amount in excess of the amount(s) of said policies, then Licensee must indemnify City from the whole thereof, except in the event of negligent or willful misconduct on the part of City, its officers, or employees.

If Licensee fails to give such certificate of insurance to the City within ten days after execution of this Agreement, this License shall be null and void. If Licensee fails to maintain a policy of insurance as required by the City for the term of this Agreement, the City may immediately revoke this License and require the Licensee to restore the Licensed Premises to its preexisting condition or better.

14. **Default.** If the Licensee fails to perform any of the provisions of this Agreement, this shall constitute default. Unless the Licensee's default is excused by the Licensor or cured by the Licensee within 30 days of notice from the Licensor, the Licensor may, upon written notice, immediately cancel this Agreement or exercise any other rights or remedies available to the Licensor under this Agreement or law.

15. **Special Provisions.**

a. Licensee, prior to accessing and using the Licensed Premises for purposes authorized herein, shall install engineered bollards in a form and manner acceptable to the City Engineer around all supportive pillars of the First Street South bridge located on the Licensed Premises.

b. To the extent required to operate Licensee's towing business on the Licensed Premises, Licensee may erect a fence or other barrier in a form acceptable to the City to enclose the Licensed Premises together with the adjacent properties on which Licensee operates its towing business; provided, however, that Licensee shall ensure that the City has a means to access the Licensed Premises for all purposes authorized in Section 8 above.

c. Licensee shall reimburse Licensor for Licensor's legal fees incurred in the preparation of this Agreement, and its engineering fees incurred in connection with any engineering review performed in relation to the Licensed Premises pursuant to the provisions of this Agreement.

d. The terms of this Agreement shall be subordinate to the Licensor's use of the Licensed Premises as necessary or convenient for the operation and maintenance of the 1st Street Bridge located directly above the Licensed Premises, and any federal or state laws or regulations or requirements in grant agreements related to Licensor's eligibility to receive federal or state funding to support such use.

16. **General Terms.**

a. **Voluntary and Knowing Action.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

b. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

c. **Mechanic's Liens.** The Licensee hereby covenants and agrees that the Licensee will not permit or allow any mechanic's or materialman's liens to be placed on the Licensor's interest in the Licensed Premises during the term hereof for labor performed or material supplied in connection with any work or improvements performed or caused to be performed by the Licensee. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Licensor's interest, the Licensee shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that the Licensee may contest any such lien provided the Licensee first provides adequate security protecting the Licensor against such lien.

d. **Attorneys' Fees.** If any action at law or in equity shall be brought by Licensor on account of any breach of this Agreement by Licensee or for the recovery of the possession of the Licensed Premises, Licensor shall be entitled to recover from Licensee reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

e. **Recitals.** The recitals to this Agreement are made a part hereof and incorporated herein by reference.

f. **Notices**. The parties' representatives for notification for all purposes are:

If to Licensor: City Administrator
City of Willmar
333 Sixth Street Southwest
Willmar, MN 56201

If to Licensee: City Line Towing Sales and Service LLC
532 Benson Ave SE
Willmar, MN 56201

All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Agreement, to the address set forth above, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

g. **No Partnership, Joint Venture, or Fiduciary Relationship.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the Licensee and Licensor.

h. **Modifications/Amendment**. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the parties.

i. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd.

5, the Licensee agrees that the Licensor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Licensee and involve transactions relating to this Agreement. The Licensee agrees to maintain these records for a period of six years from the date of termination of this Agreement.

j. **Cumulative Rights.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the Licensee or the Licensor is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.

k. **Compliance with Laws.** The Licensee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or otherwise.

l. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.

m. **Data Practices.** The parties acknowledge that data collected pertaining to this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

n. **No Waiver.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

o. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

p. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

q. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

r. **Survivability.** All indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Licensee and Licensor arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration for a period of five years from the effective date thereof.

s. **Recording.** This Agreement shall not be recorded by either party.

[*Signature page to follow*]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

ADDRESS:

5332 Benson Ave
Willmar, MN 56201

CITY LINE TOWING SALES AND SERVICE LLC

By:_________________________________
________________________ (name)
________________________ (title)

Date: __________________________

ADDRESS:

333 6th Street SW
Willmar, MN 56201

CITY OF WILLMAR, MINNESOTA

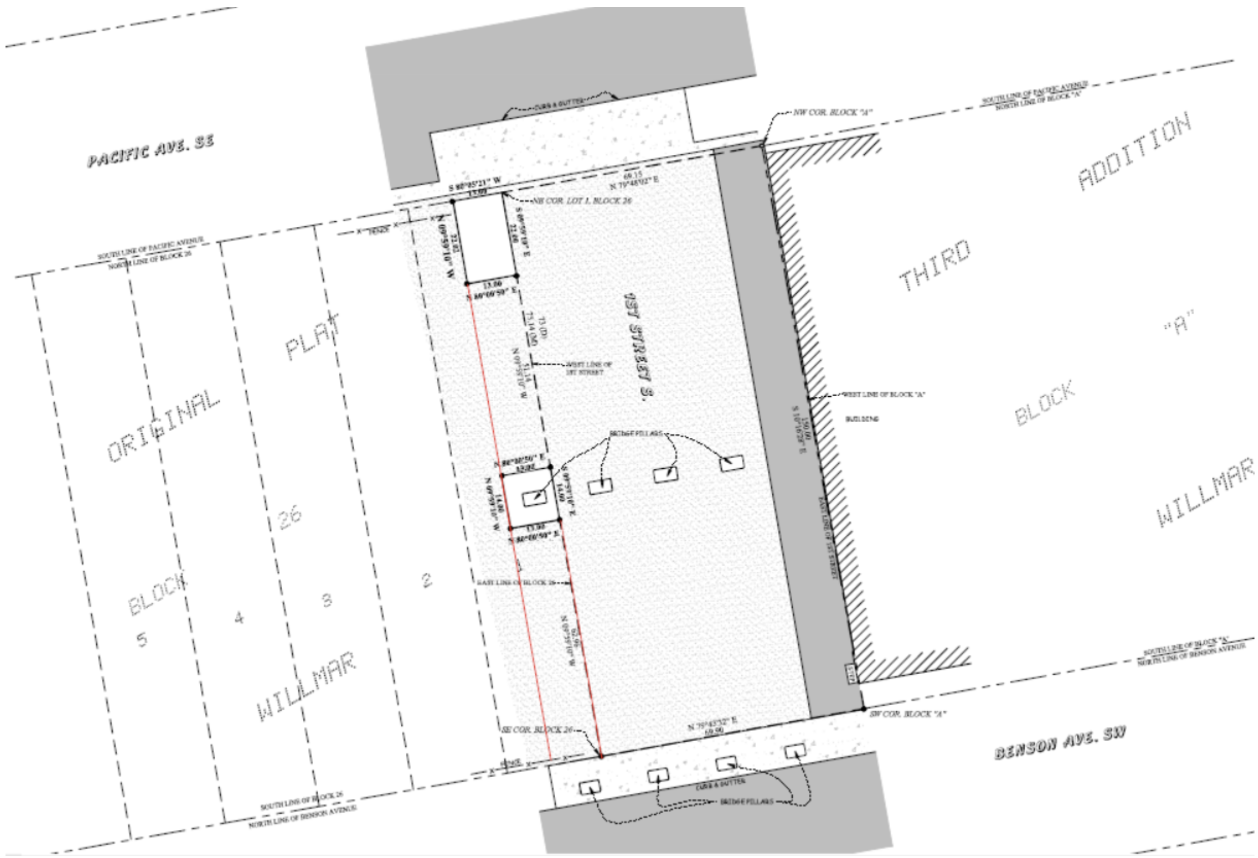
By: _____________________________
Its: Mayor

By: ______________________________
Its: City Administrator

Date: __________________________

EXHIBIT A

Depiction of Licensed Premises



(Eastern 13’ of Parcel No. 95-003-2710 to be conveyed to Licensor shown in red outline)

Exhibit B

Form of Quit Claim Deed

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

eCRV number: **N/A**

DEED TAX DUE: $ **16.50** DATE: ______________**, 2026**

FOR VALUABLE CONSIDERATION, **City Line Towing Sales and Service LLC,** a Minnesota limited liability company ("**Grantor**"), hereby conveys and quitclaims to the **City of Willmar**, a municipal corporation under the laws of the State of Minnesota, ("**Grantee**"), real property in Kandiyohi County, Minnesota, legally described as follows:

See Exhibit A.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

[Signature page to follow]

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

Grantor

City Line Towing Sales and Service LLC

By: ______________________________________

Print Name: ____________________________

Its: ______________________________________

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on ____________**, 2026**, by ____________ as ______________ of City Line Towing Sales and Service LLC, a Minnesota limited liability company, **Grantor.**

(Stamp)

____
(signature of notarial officer)

Title (and Rank): ______________________________

My commission expires: __________________________
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

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

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

City Administrator
City of Willmar
333 6th Street SW
Willmar, MN 56201

Exhibit A

Legal Description

The eastern 13 feet of Parcel No. Parcel No. 95-003-2710*

**Description to be updated following survey*

City Council Action Request

Council Meeting Date:	March 2, 2026	Agenda Item Number:	10.F.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director, Alissa Gambrel, Human Resources Director
Ordinance:	No	Presented By:	Alissa Gambrel, Human Resources Director
Item:	Reorganization of the Information Technology Department		

RECOMMENDED ACTION:

1. To approve the creation of an Information Technology Director Job Description and to promote Information Technology Coordinator Jonah Johnson as Information Technology Director.
2. To approve the creation of an Information Technology Security Analyst Job Description

OVERVIEW:

Over the past several years, the operational scope and strategic importance of the City's Information Technology (IT) Department have expanded significantly. Historically focused on hardware support and day-to-day troubleshooting, the department's responsibilities now encompass enterprise-wide technology asset management, communication infrastructure oversight, expanded software platforms serving both internal operations and public-facing services, and heightened cybersecurity compliance and risk mitigation.

The City's technology environment has evolved to include cloud-based applications, integrated financial and utility systems, public engagement platforms, and increased data governance obligations. Concurrently, cybersecurity threats have grown in frequency and sophistication, requiring dedicated expertise, proactive monitoring, and formalized risk management practices.

The increasing complexity of municipal technology systems requires a leadership structure that reflects the enterprise-level nature of these responsibilities. Key operational drivers include:

- Strategic IT planning and governance
- Lifecycle management of hardware and software assets
- Network and communication infrastructure reliability
- Expansion of digital services for residents and staff
- Cybersecurity risk assessment, monitoring, and incident response
- Regulatory compliance and data protection standards

These functions extend beyond traditional technical support and necessitate both executive-level oversight and specialized cybersecurity capacity.

BUDGETARY/FISCAL ISSUES:
Information Technology Director
Grade: JK
Pay Range (12 Steps): $44.85 - $60.44

Information Technology Security Analyst
Grade: FG
Pay Range (12 Steps): $32.68 - $44.04

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. IT Director JD
2. IT Security Analyst

INFORMATION TECHNOLOGY DIRECTOR

Position Title: Information Technology Director
Department: Information Technology
Department Head: Information Technology Director
Immediate Supervisor: City Administrator
Pay Grade: JK FLSA Status: Exempt

Purpose

Serves as a Department Director with primary responsibility for directing all City Information Technology-related activities. Develops and provides recommendations to the City Council and Administration to help foster the innovation and use of technology throughout the City. Responsible for the daily operations of the Information Technology department and Information Technology systems throughout the City.

Organizational Relationships

Communicates with: *Internally* - all computer/network users, Willmar Municipal Utilities *Externally* - County I.T. staff, LOGIS, MN.IT, computer hardware and software vendors, and communication vendors.
Supervises with full authority: Security Analyst, Information Technology Technicians

Essential Functions

Foster the innovation and growth of technology throughout the Information Technology department and the City as a whole.
Prepare and monitor the Information Technology budget.
Maintain integrity of the City's information technology and ensure appropriate level of readiness for all concerned departments.
Establish and maintain security of electronic information; develop and revise technology-related personnel policies; develop standard naming, date, and storage conventions; maintain usernames and passwords.
Develop and maintain data protection and backup procedures for all systems; maintain the data structures, user groups, user logon, and client access; and manage licensing.
Serve as the City's Network Administrator.
Coordinate PC equipment installation and maintenance operations.
Serve as a resource for department- specific applications.
Stay current on new and upcoming technologies.
Coordinate and direct the implementation of new technology systems throughout the City.
Develop, maintain, and implement technology disaster/incident response and recovery plans.
Coordinate communication methods throughout all City Departments and buildings.
Stay abreast of current and upcoming cybersecurity situations that may affect the City and its systems.
Develop cost-effective communication solutions for all departments.
Coordinate purchase of technology supplies, including hardware, peripherals, and software, cell

phones; assist departments in determining needs; evaluate, select, and purchase vendor products; and complete necessary warranty, requisition, and fixed asset documentation for purchases.
Serve as the Local Agency Security Officer for the Police Department.
Train and support end users on computers, operations, and procedures.
Provide data in response to legal mandates or Minnesota Data Practices Laws.
Oversee local access television operation to ensure budgetary compliance, production quality, and fixed asset control. Monitor franchise agreement with local cable providers.
Manage and maintain City Wastewater Treatment SCADA network and servers.
Ensure compliance from cable providers for items outlined in the City's Franchise Agreement.
Serve as a staff liaison to boards, commissions, and committees as assigned.

Other Duties and Responsibilities

Perform other related duties as assigned or apparent.

Required Knowledge, Skills, and Abilities

Knowledge of computer operating systems, network operating systems and internet applications including but not limited to Microsoft Windows and Active Directory, Microsoft Office, Exchange, virtual hypervisors.
Knowledge of tablet and smartphone operating systems and hardware, such as iPadOS, iOS, and Android.
Knowledge of City's overall operations and structure and each department's particular mission, structure and workflow.
Knowledge of hardware and peripherals.
Knowledge of Voice over IP technology.
Knowledge of virtual server and desktop concepts.
Knowledge of PC troubleshooting concepts.
Knowledge of budgeting and purchasing procedures and practices. Ability to calculate cost of purchases for budgeting.
Knowledge of web and database design.
Knowledge of CJIS, FedRAMP, and PCI policies and implementations.
Knowledge of cybersecurity practices and ability to handle confidential information with appropriate discretion.
Knowledge of local access television operations and Federal, State, and Local laws regarding local access television.
Knowledge of State of Minnesota Statutes and Minnesota Historical Society regulations regarding Data Practices and record retention policies.
Skill in performing hardware component replacement.
Skill in operating a variety of hardware.
Knowledge of local area and wide area networking concepts.
Skill and ability to serve as a public speaker and trainer\teacher.
Skill and ability to troubleshoot and research complex PC errors.
Ability to understand and apply state data storage laws, State and Federal security and data privacy laws, State purchasing/bidding laws, and LMC's Action Guidebook.

Ability to organize specialized training for multiple users in a number of different departments and serve as trainer.
Ability to administer/manage multiple projects, prioritize a number of ongoing activities and tasks.
Ability to type/word process.
Ability to perform a variety of tasks requiring fine motor skills (coordination of hands and eyes, finger dexterity) as well as large motor skills and strength adequate to lift and move boxes of equipment.
Ability to lift objects weighing up to 50 pounds.
Ability to communicate and work effectively with a variety of types/levels of positions and the general public.
Ability to provide leadership to the information and communication functions of the City.
Ability to keep current on technological issues through relevant training, reading, and research.
Ability to understand and write clear and understandable instructions/directions.

Machines, Tools, and Equipment Used: Computers, keyboard, mouse, printers, plotters, fax machines, UPS's, copy machines, hand tools such as screwdrivers, pliers, utility knife, utility cart, phone, and smartphone.

Minimum Qualifications

Bachelor's degree in a technology-related field **with** substantial knowledge of operating systems, network systems, and Internet applications, **and** at least four years of progressive experience with PCs and servers. Must pass employer-required background check.

Working Conditions

Work is usually performed in a typical office environment, although travel between multiple workplaces, including the wastewater treatment facility, is required. Spends extended periods of time sitting and moving about and performing a variety of physical movements such as crouching/kneeling, pushing/pulling, and lifting. Some work tasks are accomplished in cramped or confined spaces and at low heights within buildings. Some potential for exposure to electric shocks while working on computer hardware.

INFORMATION TECHNOLOGY SECURITY ANALYST

Position Title: Information Technology Security Analyst
Department: Information Technology
Department Head: Information Technology Director
Immediate Supervisor: Information Technology Director
Pay Range: FG **FLSA Status:** Non-exempt

APPROVED:	____________________
REVISED:	____________________

Purpose

Ensures city devices and network are kept secure by researching current cybersecurity practices. Recommends appropriate cybersecurity practices to the Information Technology Director and assists with implementation of such practices. Performs other non-supervisory technical and administrative work to further the Information Technology department's goals.

Organizational Relationships

Communicates with: *Internally* – all computer/network users, Willmar Municipal Utilities *Externally* – County I.T. staff, LOGIS, MN.IT, cybersecurity vendors, computer hardware and software vendors, and communication vendors.

Essential Functions

Research current cybersecurity practices relevant to City devices and network.
Recommend relevant cybersecurity practices to Information Technology Director and assist with or lead implementation of practices.
Administer and maintain designated cybersecurity systems.
Ensure BCA/CJIS compliance by acting as Deputy Local Agency Security Officer (LASO) for the Police Department. Confer with the Information Technology Director to make sure BCA/CJIS requirements are being met.
Monitor City cybersecurity systems for events and act appropriately on such events.
Respond to security breaches that occur on City information technology systems.
Lead employee cybersecurity training.
Contribute to drafting and maintaining of city disaster response and recovery plans.
Perform vulnerability assessments on City information technology systems and implement any applicable mitigations.
Co-manage city building door access and security camera systems.
Participate in creation of and discussions regarding department policies, practices, and procedures.
Train and support end users on cybersecurity operations and procedures.

Other Duties and Responsibilities

Assist with specific network administration duties when directed.
Support other City information technology systems as needed.

Perform other related duties as assigned or apparent.

Required Knowledge, Skills, and Abilities

Knowledge of Microsoft 365 and Exchange.

Understanding and willingness to obtain more knowledge of cybersecurity.
Ability to stay current on cybersecurity issues through relevant training, reading, and research.
Ability to implement, administer, and troubleshoot designated cybersecurity systems.
Willingness to keep up with the ever-changing cybersecurity world.
Knowledge of network server operating systems, specifically Microsoft Windows Server and Active Directory.
Knowledge of virtual machines and backup software.
Ability to lead training for city employees.
Skill and ability to serve as a public speaker and trainer/teacher.
Strong knowledge and experience with Microsoft Windows desktop operating system and Microsoft Office.
Knowledge of VoIP phone systems.
Skill in LAN/WAN configuration and troubleshooting.
Skill and ability to troubleshoot software and hardware problems quickly and efficiently.
Ability to communicate effectively with end-users, industry professionals, and vendors.
Skill and ability to research complex errors.
Ability to learn quickly and be able to apply new ideas and concepts to the real-world work environment.
Ability to lift objects weighing up to 50 pounds.
Ability to follow established department procedures.
Ability to keep current on technological issues.
Ability to write clear and understandable directions.
Ability to manage multiple tasks and prioritize.
Ability to handle confidential information with appropriate discretion.

Machines, Tools, and Equipment Used

Computers, keyboard, mouse, multi-function printers, printers, plotters, UPS's, hand tools such as screwdrivers, pliers, utility knives, utility cart and phone.

Minimum Qualifications

Associate degree in a technology-related field and three or more years of relevant experience in a technology-related field with knowledge of current Windows operating systems, server and network systems, and cybersecurity. Must pass employer-required background check.

Preferred Qualifications

Bachelor's degree in an information technology-related field, or four years of experience in a technology position.
Certification in CISSP or CISM.

Working Conditions

Work is usually performed in a typical office environment, although travel between multiple workplaces is required. Spends extended periods of time sitting and moving about and performing a variety of physical movements such as crouching/kneeling, pushing/pulling, and lifting. Some work tasks are accomplished in cramped or confined spaces and at low heights within buildings. Some potential for exposure to electric shocks while working on computer hardware.

City Council Action Request

Council Meeting Date:	March 2, 2026	**Agenda Item Number:**	10.G.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	2027 Street and Other Improvements Feasiblity Report & Prelim. Survey Professional Services		

RECOMMENDED ACTION:
Adopt the resolution approving the professional services agreement with Bolton and Menk, Inc. for the 2027 Street and Other Improvements Feasibility Report and Preliminary Survey in the amount of $54,200.

OVERVIEW:
Bolton and Menk has submitted a proposal for the 2027 Street and Other Improvements Feasibility Report and Preliminary Survey. The projects include:

- Street and Utility Reconstruction
  - 16th Street SW
- Mill and Overlay (State Aid)
  - Industrial Drive SW
  - Trott Avenue SE
  - 22nd Street SW
  - 15th Avenue SW
- Vos Park Pond Improvement Project
- 2027 Stormwater Capital Improvement Project
  - Hydrodynamic Separator Improvements: Business 71 & Ella Avenue

BUDGETARY/FISCAL ISSUES:
Funding sources for the professional services include bond proceeds, assessments, Willmar Municipal Utilities, and Wastewater.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Accept SVCS Bolton And Menk 2027 PER & Survey
2. Bolton & Menk 2027 Projects PER & Survey Proposal

Resolution No.__________

A RESOLUTION AWARDING 2027 STREET AND OTHER IMPROVEMENTS FEASIBILITY REPORT & PRELIMINARY SURVEY PROFESSIONAL SERVICES TO BOLTON AND MENK, INC. IN THE AMOUNT OF $54,200.

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 2027 Street and Other Improvements Feasibility Report and Preliminary Survey 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 $54,200.

Dated this 2nd day of March, 2026

____
Mayor

Attest:

____
City Clerk

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

February 24, 2026

Shane Stefanick
Public Works Director
City of Willmar
333 6th Street SW
Willmar, MN 56201

RE: Feasibility Report & Preliminary Survey
2027 CIP Projects
City of Willmar, Minnesota

Dear Mr. Stefanick,

Bolton & Menk, Inc., is pleased to submit this proposal for the 2027 Improvement Projects Feasibility Report & Preliminary Survey. This proposal has been requested in order to follow City policy and the Minnesota State Statute 429 process for special assessments. The preparation of the special assessment roll would include approximately 161 properties. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar.

PROJECT UNDERSTANDING

It is our understanding that City of Willmar plans to make CIP improvements by reconstructing streets and utilities, mill and overlay, pond improvements, and stormwater capital improvements. The project areas were reviewed with City and WMU Staff as identified on the enclosed ***2027 Figures*** from the Capital Improvement Plan. Due to budget constraints, staff are recommending revisions to the projects recommended for construction in 2027. These revisions are included in this proposal. Our understanding of the scope of these improvements is as follows:

- A: Street & Utility Reconstruction
  - 16th Street SW
- B: Mill & Overlay (State Aid)
  - Industrial Drive SW
  - Trott Avenue SE
  - 22nd Street SW
  - 15th Avenue SW
- C: Vos Park Pond Improvement Project
- D: 2027 Stormwater Capital Improvement Project
  - Hydrodynamic Separator Improvements: Business 71 & Ella Avenue

SCOPE OF SERVICES

The tasks associated with the Feasibility Report & Preliminary Survey are as follows:

1. **Feasibility Report**

   Bolton & Menk will prepare a feasibility report, a cost estimate, and preliminary assessment costs for the improvements and review them with City and WMU Staff. All available record drawing information will be requested.

   Bolton & Menk staff understand the importance of good communication. We will keep the City Council and Staff informed of the project status while attending meetings when the project is on the agenda to present information regarding the project and respond to questions. We will conduct the necessary Improvement Hearing, as required by Minnesota Statutes and City of Willmar policy to assess benefiting property owners on the City projects. We will provide the necessary meeting materials, including reports, resolutions, and presentations, including the requirements for special assessments. Upon completion of the feasibility report, we will also provide the City with electronic copies of the project documents.

2. **Preliminary Survey**

   Survey Staff will obtain the necessary spot repair data along the overlay project areas by field verification. In addition, topographical data based on NAD 83 horizontal and NAVD 88 vertical datums will be collected along the capital improvement project areas for street and utility reconstruction and storm water project areas. Aerial imagery will be obtained through the use of Unmanned Aerial Vehicle technology on all proposed 2027 capital improvement areas. A Gopher State One Call ticket will be generated for the project. Bolton & Menk will work with City and Municipal Utilities Staff to verify that all utilities are accounted for.

Following the completion of the feasibility report, a separate proposal will be provided for design and construction engineering services.

PRELIMINARY SCHEDULE

Bolton & Menk will initiate the Scope of Services immediately following the execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal includes estimated dates for completion and will be adjusted as the project progresses:

1. Feasibility Report	July 2026
2. Preliminary Survey	Summer 2026

COMPENSATION

We propose to complete services identified in the above Scope of Services at an HOURLY NOT TO EXCEED fee of $54,200. The breakdown of those costs are as follows:

	1. Feasibility Report	2. Preliminary Survey	Subtotals	Total
A*	$6,000	Previously Contracted	$6,000	$54,200
B	$8,700	$7,800	$16,500	
C	$6,600	$14,100	$20,700	
D	$3,900	$7,100	$11,000	

*Work previously completed for project will be utilized.

We will submit invoices for payment monthly based on the time spent completing the tasks identified above. If less hours than those estimated are required to complete the tasks, the invoice amounts will be less. Any significant changes to the project scope initiated by the Owner may require an additional fee. In addition, Bolton & Menk is willing to provide additional services which have not been mentioned in our scope of work at our Standard Hourly Rates.

If you have any questions regarding our proposal, please contact me at your convenience at 320-905-3520 or Joshua.Halvorson@bolton-menk.com. We look forward to assisting you with additional years of successful projects and appreciate the opportunity to continue to serve the City of Willmar. We are prepared to proceed upon your notification.

Sincerely,

Bolton & Menk, Inc.

Joshua J. Halvorson
Principal Engineer

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

WILLMAR

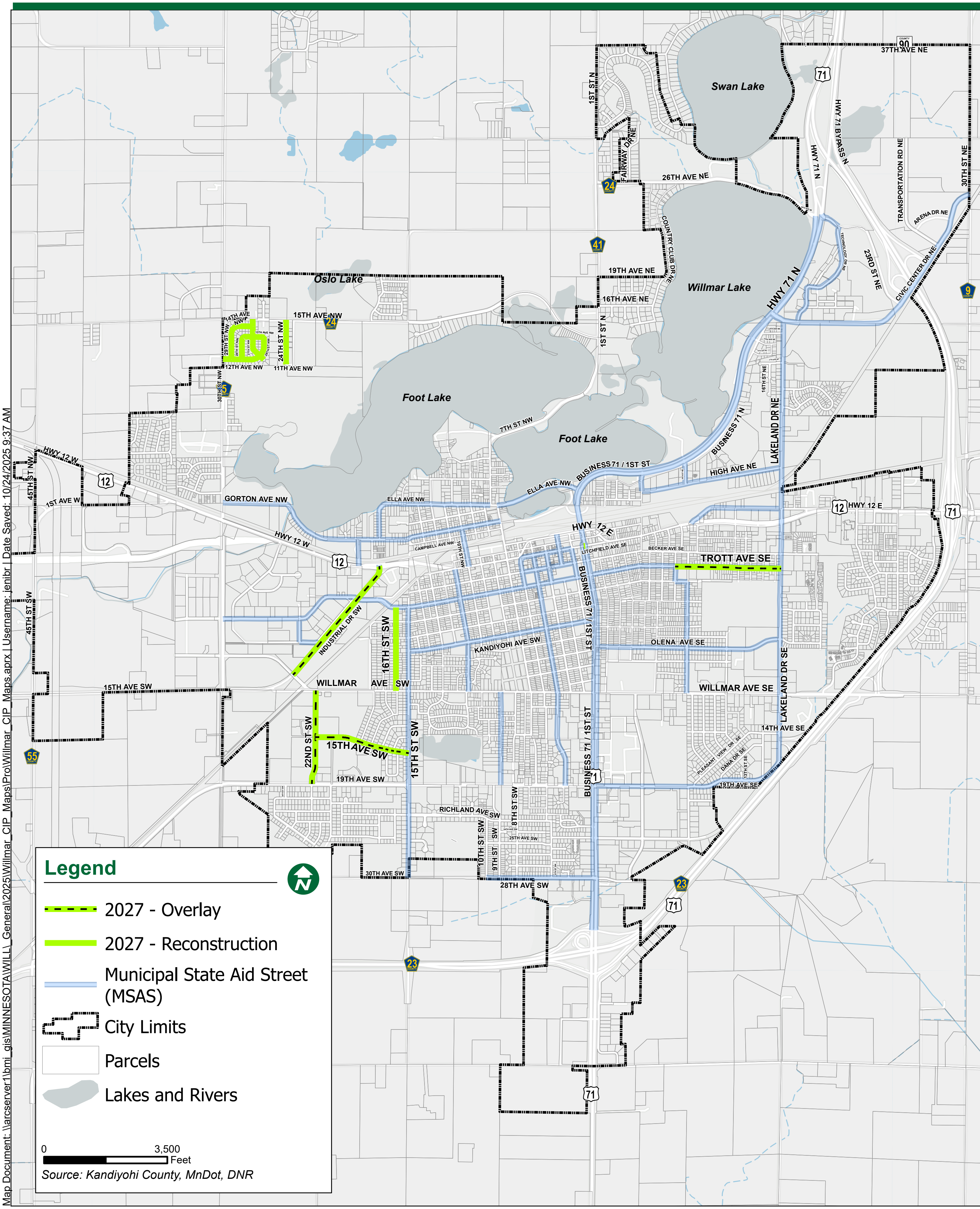
5 Year Capital Improvement Plan

City of Willmar, Minnesota

2027 - Street & Utilities Reconstruction & Overlay Projects

October 2025

BOLTON & MENK



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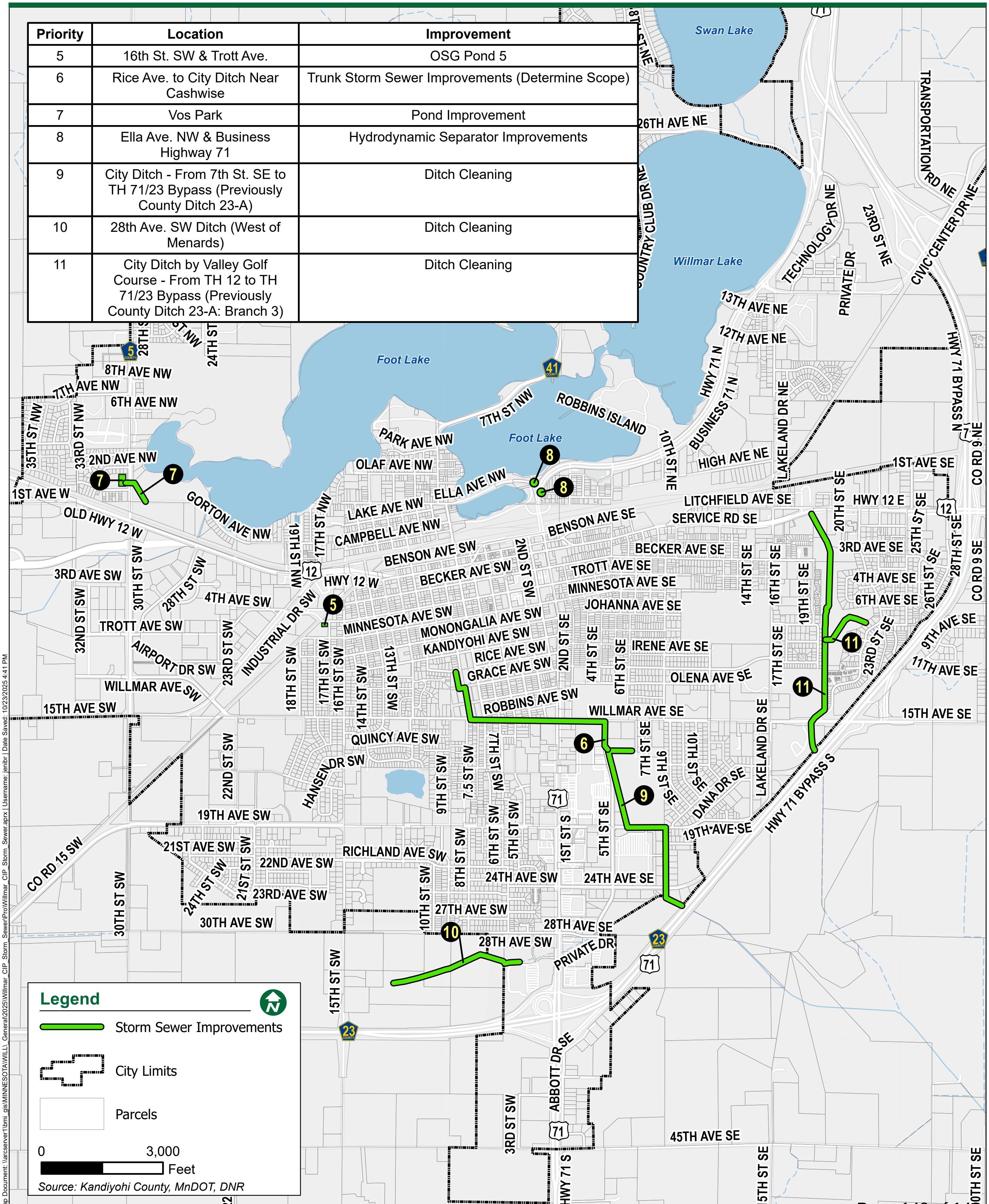
Priority	Location	Improvement
5	16th St. SW & Trott Ave.	OSG Pond 5
6	Rice Ave. to City Ditch Near Cashwise	Trunk Storm Sewer Improvements (Determine Scope)
7	Vos Park	Pond Improvement
8	Ella Ave. NW & Business Highway 71	Hydrodynamic Separator Improvements
9	City Ditch - From 7th St. SE to TH 71/23 Bypass (Previously County Ditch 23-A)	Ditch Cleaning
10	28th Ave. SW Ditch (West of Menards)	Ditch Cleaning
11	City Ditch by Valley Golf Course - From TH 12 to TH 71/23 Bypass (Previously County Ditch 23-A: Branch 3)	Ditch Cleaning



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City Council Action Request

Council Meeting Date:	March 2, 2026	**Agenda Item Number:**	10.H.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Christopher Corbett, Planning and Development Director
Ordinance:	No	**Presented By:**	Christopher Corbett, Planning and Development Director
Item:	Request to Publish Notice for Joint Orderly Annexation Agreement with Willmar Township		

RECOMMENDED ACTION:
Motion by: ___________________ Second by: ______________________ to publish notice of the intent to include property in an orderly annexation area.

OVERVIEW:
City Council was initially briefed on this item in October 2025. Vaxxinova submitted an annexation petition to the City for Willmar Township Parcel #33-007-0020. The project had previously been presented to Willmar Township for initial briefing. The draft of the Orderly Annexation Agreement between the City and Township will be returned to the Township Board for review. This packet includes the initial draft of the Orderly Annexation Agreement for the City Council's ongoing consideration. Once finalized, the agreement will be brought back to the City and Township for adoption through joint resolutions.

The Public Process is as follows:

- 3/2/2026 - City of Willmar Council: Motion to publish notice.
- 3/3/2026 - Willmar Township: Briefing on the Joint Orderly Annexation Resolution.
- 3/4/2026 - City of Willmar Planning Commission: Motion to approve the annexation.
- 4/7/2026 - Willmar Township: Motion for approval of the Joint Orderly Annexation Resolution.
- 4/20/2026 - City of Willmar Council: Consider approval of the Joint Orderly Annexation Resolution.

Upon approval and execution, the agreement will be filed with the Court of Municipal Boundary Adjustments, and finalized by court order.

**All agreements are pending attorney review*
***City staff is currently negotiating a road maintenance and future annexation agreement with a broader scope, which will be presented to the Council at or before the April Public Hearing.*

BUDGETARY/FISCAL ISSUES:

- Minn. Stat. § 414.036 requires the city to reimburse the township for lost taxes on annexed property for not less than 2 and not more than 8 years. The city is requesting that this amount be reduced to the minimum of two years.
- The 2026 taxes payable for the Vaxxinova parcel are $1,998.00 dollars with a 2026 ditch special assessment of $12.40. The City of Willmar would be responsible for reimbursing Willmar Township the $1,998.00 property tax amount for 2026 and 2027 and paying off the 2026 special assessment of $12.40.
- Any tax increase above the $1,998.00 payable for tax year 2027 would be retained by the City of Willmar.

ALTERNATIVES TO CONSIDER:
Request more information.

ATTACHMENTS:
1. 414_0325 Joint Resolution DRAFT
2. Vaxxinova Tract 2 Property Description - Exhibit I LEGAL DESCRIPTION
3. Vaxxinova Final Annexation Property
4. Exhibit C Phase 2

STATE OF MINNESOTA
COURT OF ADMINISTRATIVE HEARINGS
MUNICIPAL BOUNDARY ADJUSTMENTS UNIT

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

JOINT RESOLUTION FOR ORDERLY ANNEXATION

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

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

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

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

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

WHEREAS, Minn. Stat. § 414.0325 provides a procedure whereby the City of Willmar and Willmar Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, on ______________, 2026 a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minn. Stat. § 414.0325, subd. 1b; and

WHEREAS, the City of Willmar and Willmar Township have agreed to all the terms and conditions for the annexation of the above-described lands within this document and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

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

1. Property. That the lands described above are subject to orderly annexation pursuant to Minn. Stat. § 414.0325, and that the parties hereto designate those areas for orderly annexation.

2. Acreage/Population/Usage. That the designated area consists of approximately 12.6 acres, the population in the subject area is zero, and the land use type is industrial, and the property shall be zoned General Industrial (I-2) upon annexation by the City of Willmar.

3. Jurisdiction. That Willmar Township and the City of Willmar, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. Need. That the above-described property is urban or suburban or about to become so, and since the City of Willmar is capable of providing services to this area within a reasonable time, the annexation would be in the best interest of the area.

5. Conditions (Phases): The designated area constitutes Phase 1 of a two-phase process to annex the area adjacent to the portion of 45th St NW included within the designated area for Phase 1 herein. For purposes of assessing future road construction on the relevant portion of 45th St NW, the remaining adjacent property will be required to be annexed in a Phase 2. This will include Kandiyohi County Property Tax Parcel #'s: 33-007-0010 and 33-007-0123 and are shown on the map attached hereto as Exhibit C. The Township acknowledges and agrees that the previously described Parcel #'s: 33-007-0010 and 33-007-0123 will need to be annexed within the next five years or as required for assessment of road construction and maintenance.

6. Tax Reimbursement:

a. **Property Tax**. The City and Township agree that upon annexation of the Subject Area legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the property so annexed in annual payments of $1,998.00, which sum represents 100 percent of the property taxes distributed to the Township in regard to the annexed areas in the most recent year that property taxes from the annexed areas were payable to the Township (2026), for a period of two years beginning in 2026. After making the final annual reimbursement payment to the Township in 2027 the City will no longer reimburse the Township, as shown in the Affidavit of Publication attached hereto as Exhibit D and incorporated herein by reference.

b. **Assessments and Debt**. That pursuant to Minn. Stat. § 414.036 with respect to any special assessment assigned by the Township to the annexed property and any portion of debt incurred by the Township prior to the annexation and attributable to the property to be annexed, but for which no special assessments are outstanding, for the area legally described in Exhibit A are as follows: (1) Ditch Special Assessment in the amount of $12.40 to be paid by the City of Willmar for Payable Tax Year 2026.

7. Termination. This Joint Resolution shall remain in full force and effect until completion of tax reimbursement to the Township in accordance with paragraph 6 of this Joint Resolution or completion of Phase 2 of the annexation, whichever occurs later.

8. Governing Law. The Township and City agree that this Joint Resolution is made pursuant to and shall be construed in accordance with the laws of the State of Minnesota.

9. Headings and Captions. The Township and City agree that the headings and captions contained in this Joint Resolution are for convenience only and are not intended to alter any of the provisions of this Joint Resolution.

10. Entire Agreement. The terms, covenants, conditions and provisions of this Joint Resolution shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the Township and City.

11. Legal Description and Mapping. The Township and City agree that in the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibit A or mapping provided in Exhibit B, in the judgment of the Court of Administrative Hearings, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A or Exhibit B making the corrections requested or required by the Court of Administrative Hearings as necessary to make effective the annexation of said Subject Area in accordance with the terms of this Joint Resolution.

12. Notice. Any notices required under the provisions of this Joint Resolution shall be in writing and sufficiently given if delivered in person or sent by U.S. mail, postage prepaid, as follows:

If to the City:

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

If to the Township:

Krista Krupa
Township Clerk
Willmar Township
____
Willmar, MN 56201

13. Effective Date. This Joint Resolution shall be effective on the date that the last party hereto signs and dates said document.

14. Filing. The Township and City agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the Court of Administrative Hearings Municipal Boundary Adjustments Unit and pay the required filing fee.

Adopted by affirmative vote of all the members of the ____________ Township Board of Supervisors this _________day of _______________20__.

WILLMAR TOWNSHIP

By: _________________________
Chairperson
Board of Supervisor

ATTEST:

By: _________________________
Township Clerk

Adopted by affirmative vote of the City Council of Willmar, this _____ day of _______________20__.

CITY OF WILLMAR

By: _________________________
Mayor

ATTEST:

By: _________________________
City Administrator

Approved this ____day of ______________ 20__

Exhibit I

That part of the NE¼ SE¼ of Sec. 7, Twp. 119, Rge. 35, described as follows: Commencing at the southeast corner of said NE¼ SE¼; thence on an assumed bearing of West along the south line thereof, a distance of 727.63 feet to the point of beginning of the tract to be described; thence return on a bearing of East, a distance of 96.00 feet, more or less to the southwest corner of the parcel as described in Book 197 of Deeds, page 68, as recorded in the office of the County Recorder of said County thence northerly along the west line of said parcel to the southerly right of way line of U.S. Highway No. 12; thence Northwesterly along said southerly right of way line, a distance of 100.73 feet, more or less, to a line running northerly and parallel with the east line of said NE¼ SE¼ from the point of beginning, thence southerly along last said line, a distance of 471.70 feet, more or less, to the point of beginning, all in Kandiyohi County, Minnesota;

AND ALSO

That part of the NE¼ SE¼ of Sec. 7, Twp. 119, Rge. 35, described as follows: beginning at the intersection of the Westerly right of way line of Kandiyohi County Road Number 5 and the Southerly line of the NE¼ SE¼ of Sec. 7; thence Westerly along and on said South line of the NE¼ SE¼ a distance of 598.6 feet to a point; thence North and parallel with the east line of said Sec. 7 a distance of 474.2 feet to a point on the Southerly right of way line of Minnesota Trunk Highway No. 12; thence in a general Easterly direction on and along said right of way line and Southerly on and along the aforesaid Westerly right of way line of Kandiyohi County Road No. 5 the place or point of beginning, all in Kandiyohi County, Minnesota;

AND ALSO

That part of the SE¼ SE¼ of Sec. 7, Twp. 119, Rge. 35 described as follows: Beginning at the Northeast corner of said SE¼ SE¼; thence on an assumed bearing of South 88 degrees l2 minutes 18 seconds west along the North line of said SE¼ SE¼, a distance of 727.63 feet; thence on a bearing of South 00 degrees 28 minutes 37 seconds west, 44.03 feet to the south line of the north 44.00 feet of said SE¼ SE¼; thence on a bearing of north 88 degrees 12 minutes 18 seconds east, along last said line, 727.63 feet to the East line of said SE¼ SE¼; thence on a bearing of north 00 degrees 28 minutes 37 seconds east, along last said line, 44.03 feet to the point of beginning, all in Kandiyohi County, Minnesota.

EXCEPT

That part of the Northeast Quarter of the Southeast Quarter of Section 7, Township 119 North, Range 35 West, shown as Parcel 403 on Minnesota Department of Transportation Right of way Plat Numbered 34-56 as the same in on file and of record in the office of the County Recorder in and for Kandiyohi County, Minnesota.


THIERY REV TRUSTS/JOHN & D
33-007-0015
45th St NW
45th St NW
119.8'
1,154.8'
1,451.4'
266.3'
405.6'
195.6'
182.7'
248.4'
731.2'
507.8'
6.2'
10.8ac
5,270.6'
STATE OF MINNESOTA - D.O.T.
33-007-0035
33-007-1010
BROUWER/DARRIN & AMBER
33-007-0123
33-007-0035
12
STATE OF MINNESOTA - D.O.T.
007-0011
Hwy 12 W
33-007-0010
WILLMAR WESTSIDE STORAGE LLC
EPITOPIX, LLC
33-007-0020
EPITOPIX, LLC
33-007-0120
EPITOPIX, LLC
95-907-1010
COUNTY OF KANDIYOHI
33-007-1000
STATE OF MINNESOTA - D.O.T.
100ft


THIERY REV TRUSTS/JOHN & D
33-007-0015
45th St NW
45th St NW
STATE OF MINNESOTA - D.O.T.
33-007-0035
KALLEVIG/DANE M
33-008-003
162.3'
1,402.3'
542.2'
STATE OF MINNESOTA - D.O.T.
33-007-0035
18.1ac
3,870.7'
12
BROUWER/DARRIN & AMBER 33-007-0123
007-0011
TRUST/RANDY & L &
33-007-0010
WILLMAR WESTSIDE STORAGE LLC
198.7'
Hwy 12 W
471.9'
33-007-1010
VAXXINOVA US, INC
33-007-0020
187.5'
900'
Willmar
95-908-1000
VENOSDEL/CLAY K & BRIDGETT
STATE OF MINNESOTA - D.O.T.
33-007-1000
33-007-0120
VAXXINOVA US, INC
VAXXINOVA US, INC
95-907-1010
OHI 33-007-0115