



WILLMAR CITY COUNCIL MEETING
MONDAY, MARCH 16, 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 March 2, 2026
- B. Planning Commission Minutes of March 4, 2026_Draft
- C. Willmar Municipal Utilities Commission Minutes of March 9, 2026, Draft
- D. Accept and Final Project No. 2503-D Business 71
- E. Advertisement for Bids: Airport Snow Removal Equipment Acquisition
- F. Approve AFSCME Public Works Unit 2026-2028 Agreement
- G. Memorandum of Agreement between the City of Willmar and LELS Unit
- H. Advertisement Agreement with the Willmar Softball Association
- I. Advertisement Agreement with the Willmar High School Softball Boosters
- J. Concession Stand Agreement with the Willmar High School Softball Boosters
- K. Concession Stand Agreement with the Willmar Softball Association
- L. Planning Commission and Zoning Appeals Board Applicants
- M. Liquor License Renewals
- N. Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Green Mill Willmar
- O. Accounts Payable Report, 2/26/2026 - 3/11/2026

Information:

- P. Review Willmar Municipal Utilities Commission Applicant
- Q. Director Reports
- R. WMU Financial Report for January 2026
- S. Finance Report for February 2026

- T. Monthly Building Report February 2026
- U. Monthly Building Report for January 2026
- 6. Approve Consent Agenda Items
- 7. Items Removed from Consent Agenda
- 8. Open Forum (Individuals Limited to Three (3) Minutes)
- 9. Regular Business
 - A. Willmar Civic Center-Blue Line Arena Roof Project
 - B. Iverson Park Lift Station Bid Award
 - C. Approve Plans & Specifications, Authorize Advertisement for Bids Project No. 2601-A 4th St SW Reconstruction
 - D. Purchase & Replacement of Public Works Plow Truck
 - E. Wastewater Professional Services Agreement with Donohue & Associates, Inc.
 - F. Approval of Bare Land Lease Agreement with Willmar RC Association
 - G. License Agreement with City Line Towing Sales and Service, Inc.
 - H. Willmar Connect Phase 1 Construction Services Amendment No. 2
 - I. Willmar Connect Phase 1 Professional Services with Hometown Fiber
- 10. Announcements
- 11. Adjourn

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

March 2, 2026
6:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Michael Holme, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Human Resource Director Alissa Gambrel, Public Works Director Shane Stefanick, City Engineer Jared Voge, Information Systems Coordinator Jonah 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 Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

CONSENT AGENDA

City Clerk Vernae Larsen reviewed the consent agenda.

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

A motion was made by Council Member Ask to **Approve Consent Agenda Items as presented**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Noes None

PUBLIC HEARING

A. Ordinance Amending Sections 7.03(c), 7.04(c) & 7.05(c) of the Charter of the City of Willmar

City Attorney Robert Scott provided an overview of the proposed ordinance calling for changes to the City Charter Sections 7.03(c), 7.04(c) & 7.05(c) to comply with Minnesota Rules 8205.1010 & 8205.2000. Mayor Reese continued the public hearing at 6:33 PM. With no one from the public to speak for or against the proposed ordinance, Mayor Reese closed the hearing at 6:36 PM. Council Member Shuldes moved to **Adopt Ordinance # 1545 Amending the City of Willmar Charter Sections 7.03(c), 7.04(c) & 7.05(c) to comply with Minnesota Rules 8205.1010 & 8205.2000**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 9, Noes 0.

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

Noes None

A motion was made by Council Member Fagerlie and seconded by Council Member Shuldes to **Publish Ordinance #1545 by Summary**. The motion carried unanimously on a roll call vote of Ayes 8, Noes 0.

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

Noes None

REGULAR BUSINESS

A. Resolution to Rescind Willmar Connect Phase 1 Award of Bid

Operations Director Kyle Box explained the need to rescind the phase 1 bid to NC3, LLC. Following discussion, Council Member Davis moved to **Adopt Resolution No. 2026-021 rescinding the award of bid to NC3, LLC for the Willmar Connect Phase 1 Project.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

B. Award of Bids: Willmar Connect Phase 1

Operations Director Kyle Box gave details of the bid provided by Kramer Service Group and requested approval to accept and award the bid for Willmar Connect Phase 1 to Kramer Service Group. Council Member Gilbertson moved to **Adopt Resolution No. 2026-022 Accepting and Awarding the bid for Willmar Connect Phase 1 to Kramer Service Group in the amount of \$8,197,392.50.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 5, Noes 3.

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

C. 2026A Bond Set Sale Date

Operations Director Kyle Box requested approval to adopt a Resolution providing for the competitive negotiated sale of up to \$9,200,000 GO Tax Abatement Improvement Bonds to fund Phase 1 of the Willmar Connect project. Council Member Shuldes moved to **Adopt Resolution No. 2026-023 providing for the competitive negotiated sale of up to \$9,200,000 GO Tax Abatement Improvement Bonds.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 6, Noes 2.

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

D. Runway 13/31 Pavement Maintenance Professional Services Agreement

Operations Director Kyle Box provided details of the grant awarded to the City of Willmar for pavement maintenance of Runway 13/31 at Willmar Municipal Airport. He asked the Council to adopt a Resolution entering into an agreement with Bolton and Menk for professional services for Runway 13/31 pavement maintenance at the Willmar Municipal Airport. Council Member Fagerlie moved to **Adopt Resolution No. 2026-024 approving the Runway 13/31 Pavement Maintenance Professional Services Agreement with Bolton and Menk in the amount not to exceed \$17,500.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

E. Purchase and Conveyance of Property Beneath 1st Street Bridge

Operations Director Kyle Box requested that the Council refer the Purchase of the Property Beneath the 1st Street Bridge to the Planning Commission. A motion was made by Council Member Fagerlie to **Refer the Purchase and Conveyance of Property Beneath 1st Street Bridge to the Planning Commission**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

F. Reorganization of the Information Technology Department

Human Resource Director Alissa Gambrel gave details of the evolving demands on the technology department and recommended a restructuring of that department. She recommended that Council approve the creation of an Information Technology Director Job Description and promote Information Technology Coordinator Jonah Johnson as Information Technology Director. A motion was made by Council Member Davis to **Approve the Creation of an Information Technology Director Job Description and promote Information Technology Coordinator Jonah Johnson as Information Technology Director**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Council Member Ask moved to **Approve the Creation of an Information Technology Security Analyst Job Description**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

G. 2027 Street and Other Improvements Feasibility Report & Prelim. Survey Professional Services

Public Works Director Shane Stefanick outlined the proposal for the 2027 Street and Other Improvement and requested approval for 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. Council Member Fagerlie made a motion to **Adopt Resolution No. 2026-025 approving the 2027 Street and Other Improvements Feasibility Report & Preliminary Survey Professional Services in the amount of \$54,200.** Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

H. Request to Publish Notice for Joint Orderly Annexation Agreement with Willmar Township

Planning and Development Director Christopher Corbett outlined the intent to include property in an orderly annexation area and requested approval to Publish the Notice for the Joint Orderly Annexation Agreement with Willmar Township. Council Member Gilbertson made a motion, seconded by Council Member Gilbertson, to **Publish Notice of the Intent to include Property in an Orderly Annexation Area Agreement with Willmar Township.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

With no further business to discuss, Council Member Fagerlie moved to **Adjourn at 7:23 PM.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2026-021

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.

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2026-022

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: Gilbertson Second By: Davis

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

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

EXTRACT 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: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

and the following were absent: NONE

Member Shuldes introduced the following resolution and moved its adoption:

RESOLUTION 2026-023 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

Gilbertson and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, 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.

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 2nd day of March, 2026.

/S/Vernae Larsen
Clerk

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.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2026 Baker Tilly Municipal Advisors, LLC

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

RESOLUTION NO. 2026-024

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: Fagerlie

Second By: Butterfield

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

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

Resolution No. 2026-025

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

Motion By: Fagerlie Second By: Gardner

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

/S/ Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

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

MINUTES

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

Members Present: Gary Newberg; Stacy Holwerda; and Christopher Buzzeo; Yvon Fils-Aime; Bob Poe.

Members Absent:

Others Present: Christopher Frank (City Planner); Jennifer Kotila (WCT).

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 18, 2026:** Commissioner Holwerda motioned to approve the Minutes for February 18, 2026, seconded by Commissioner Newberg, and approved unanimously.
5. General Public Testimony: None.
6. **REGULAR BUSINESS**
 - 6.1 HEARING AND ACTION

6.1.1 **ANNEXATION: VAXXINOVA US, INC.**

Location: 400 45TH ST; Parcel #: 33-007-0020; Ward 2

Vaxxinova (formerly EpiTopix) plans to expand their operations with new construction to the north of their current location, on a parcel that requires annexation into the city. As part of the joint orderly annexation resolution with Willmar Township, the township requested the city also annex the adjacent stretch of 45th Street NW until it intersects with the next section, arguing that the new facility would be the primary traffic generator for the road. The financial negotiation with the township involves the city repaying the taxes payable for 2026, set at \$1,998, for a period between two and eight years (still under negotiation). Once the new building is constructed, any appreciation or increase in property taxes would be retained by the City of Willmar. City staff noted that a public notice is required because of the right-of-way and a small sliver parcel that currently belongs to MnDOT, which prevents 100% of landowners from being part of the petition.

A motion to approve the annexation of Vaxxinova was made by Commissioner Poe, seconded by a Commissioner Holwerda, and passed unanimously by roll call vote.

6.1.2 **LAND PURCHASE REVIEW: BUTLER LAND HOLDING LLC**

Location: 124 BENSON AVE SW (EAST 13 FT.); Parcel #: 95-003-2710; Ward 3

Mr. Jason Butler, owner of City Line Towing, has ownership interested in property located on both sides of the First Street bridge and has been seeking permission to use the land underneath the bridge, including to fence it off, providing security and connectivity between his two properties. The current transaction for review by the Planning Commission is for Mr. Butler to sell to the City a 13-foot strip of land underneath the bridge for \$5,000, correcting a parcel boundary currently exists underneath the bridge that should belong to the City. Concurrently,

the City is granting him a 10-year license to use the land underneath the bridge for parking and access. The license will auto-renew annually thereafter and includes a licensing fee that starts at \$2,400 for the first year with increases in the future. **A motion to approve the \$5,000 land purchase was made by Commissioner Holwerda, seconded by Commissioner Newberg, and passed unanimously by roll call vote**

6.1.3 **LAND LEASE REVIEW: WILLMAR RC ASSOC., INC.**

Location: INDUSTRIAL PARK-RAIL PARK; Parcel #: 95-917-5620, 5630; Ward 2

The Willmar RC Association plans to establish an RC (Remote Control) Park on the land, which currently has no development. They had initially looked at a different site inside the city but were directed to work with city staff to find a more appropriate area. The RC Association does not plan to install any permanent structures on the land and the lease allows the City to cancel the lease and sell the land if an industrial developer is found. The plans include a long parking lot, approximately three to five smaller RC tracks for various types of racing, a temporary movable shed for concessions, and porta-potties. The Association has received clearance from the County and DNR to pump a small amount of water from the adjacent county ditch to wet the tracks and install a small amount of tiling for drainage that feeds back into the ditch. The park, which aims to attract tourism by hosting large RC events, will be gated and require permission for access, so it will not operate like a public park. **A motion to approve the land lease was made by Commissioner Fils-Aime, seconded by a Commissioner Holwerda, and passed unanimously by roll call vote**

6.2 PLATS

None.

6.3 BRIEFINGS

None.

7. **DIRECTOR'S REPORT**

8. **MISCELLANEOUS**

City staff announced that a new member is expected to join the Planning Commission at their next meeting and a new member for the Board of Zoning Appeals should be confirmed at the next City Council meeting. The current zoning ordinance rewrite public survey is performing well with total responses to the four different surveys collectively approaching 600s after only a short period, suggesting that previous comprehensive plan outreach has increased public interest for planning in the city.

9. **ADJOURN**

Commissioner Poe moved to adjourn the meeting, seconded by Commissioner Newberg, and passed unanimously. The meeting was adjourned at 6:35 PM.

The Willmar Municipal Utilities Commission met on Monday, March 9, 2026, at 11:45 a.m. in the WMU Auditorium. Commissioners present were President Shawn Mueske, Carol Laumer, Steve Ammerman, Brad Michelson, and Patricia Elizondo. Commissioner John Kennedy arrived at 11:52 a.m.

Staff present included General Manager Jeron Smith; Finance & Office Services Supervisor Andrea Prekker; Information Systems Coordinator Mike Sangren; Facilities & Maintenance Supervisor Kevin Marti; Line Distribution Supervisor Ed Zurn; 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*.

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. Following review, Commissioner Laumer made a motion, seconded by Commissioner Michelson, to adopt **Resolution No. 8**, which carried by roll call vote of five ayes and zero nays.

Commissioner Laumer reported on the Labor Committee meeting. As part of the committee’s annual business, Commissioner Laumer was appointed to serve as Labor Committee Chair. Commissioner Laumer reviewed the Labor Committee summary, which included the 2025 Employee Engagement Survey and the General Manager salary adjustment. Commissioner Laumer made a motion to accept the Labor Committee meeting summary, with Commissioner Ammerman seconding the motion; the **motion carried 5–0**. The Labor Committee recommended approval of the General Manager salary adjustment. Commissioner Michelson made a motion, seconded by Commissioner Ammerman, to adopt **Resolution No. 9** approving a salary adjustment for General Manager Smith consisting of a 5% cost-of-living adjustment (COLA) and a 1.25% market adjustment to align with the established pay schedule. The motion carried with five ayes and zero nays.

Finance & Office Services Supervisor Prekker presented the January 2026 Financial Report, which included the Income Statement, retained earnings, comparative data for the Electric and Water Divisions, and the Investment Portfolio and Cost of Power Report as of January 31, 2026.

Facilities & Maintenance Supervisor Kevin Marti presented the Well D2 Abandonment Bid Award. Marti noted that Willmar Municipal Utilities was awarded two grants from the Minnesota Department of Health to offset well abandonment costs totaling \$28,747.50. Commissioner Laumer made a motion, seconded by Commissioner Kennedy, to adopt **Resolution No. 10** awarding the bid to Steffl Drilling & Pump in an amount not to exceed \$40,700. The motion carried with six ayes and zero nays.

General Manager Smith presented the 2026 Underground Construction award recommendation. Commissioner Ammerman made a motion, seconded by Commissioner Michelson, to adopt **Resolution No. 11** awarding the contract to O & S Construction in the estimated amount of \$259,690. The motion carried with six ayes and zero nays.

General Manager Smith presented the Engineering Department 2025 Year-End Review, which included updates on capital improvement projects, maintenance and administrative activities, distribution projects, and a

preview of upcoming work. Line Distribution Supervisor Ed Zurn then presented the Line Department 2025 Year-End Review, which included updates on capital purchases, completed projects, electric reliability performance, and goals for the upcoming year.

General Manager Smith provided a recap of the APPA Legislative Rally, which he and Commissioner Laumer attended on February 23-25, 2026. Topics discussed included municipal tax issues, permit reform, protecting federal power programs, FEMA reform, and pole attachments. Commissioner Laumer also shared her appreciation for the opportunity to attend and reiterated the importance of the issues discussed.

General Manager Smith reported that Dave Baumgart of Jennie-O has announced his retirement. Jennie-O's plant manager, Doug Muzik has submitted an application to fill the open commission seat, which is expected to be presented to the Willmar City Council at their March 16 meeting. Smith also announced that Willmar Municipal Utilities received the APPA Safety Award, which will be presented in April. Smith reviewed the Municipal Utilities Commission handbook and iPad files with commissioners, highlighting where to locate policies and miscellaneous materials following the transition from Call to Order to CivicPlus.

Upcoming Events:

- ❖ 2026 Legislative Conference – March 24–25, 2026, Saint Paul, MN
- ❖ 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 Kennedy moved to adjourn, seconded by Commissioner Ammerman. The motion carried with six ayes and zero nays. The meeting adjourned at 1:16 p.m.

Respectfully submitted,
WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

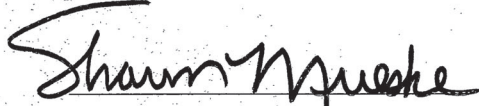
Secretary

RESOLUTION NO. 8

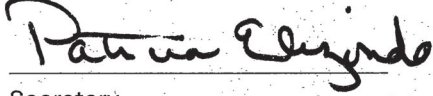
BE IT RESOLVED by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Consent Agenda be approved as presented, including the following:

- ❖ Minutes from the February 23, 2026, MUC Meeting
- ❖ Bills represented by vouchers No. 20260258 through No. 20260330, including associated wire transfers, totaling \$1,284,473.93

Dated this 9th day of March, 2026.


President

Attest:


Secretary

RESOLUTION NO. 9

BE IT RESOLVED that the Willmar Municipal Utilities Commission hereby approves a salary adjustment for General Manager Jeron Smith consisting of a 5% cost-of-living adjustment (COLA) and a 1.25% market adjustment to align with the established pay schedule.

Dated this 9th day of March, 2026.

President

Attest:

Secretary

RESOLUTION NO. 10

BE IT RESOLVED that the Willmar Municipal Utilities Commission hereby awards the bid for the Well D2 Abandonment project to Steffl Drilling & Pump in an amount not to exceed \$40,700.

Dated this 9th day of March, 2026.

President

Attest:

Secretary

RESOLUTION NO. 11

BE IT RESOLVED that the Willmar Municipal Utilities Commission hereby awards the contract for the 2026 Underground Construction Project to O & S Construction in the estimated amount of \$259,690.

Dated this 9th day of March, 2026.

President

Attest:

Secretary



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.D.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Accept and Final Project No. 2503-D Business 71		

RECOMMENDED ACTION:

Adopt the resolution accepting Project No. 2503-D and authorizing final payment to OMG Midwest, Inc. DBA Minnesota Paving & Materials in the amount of \$97,584.34.

OVERVIEW:

Project No. 2503-D, the mill and overlay with ADA improvements of Business 71 from 10th Street NE to 23rd Street NE, was awarded to OMG Midwest, Inc. DBA Minnesota Paving & Materials at the May 5, 2025 Council Meeting. Quantities have been reviewed by staff with the recommendation final payment be made.

BUDGETARY/FISCAL ISSUES:

Final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept & Final Project No. 2503-D
2. Project No. 2503-D Business 71 Pay Application 4 CO 2

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2503-D AND AUTHORIZING FINAL PAYMENT.

Motion By: _____ Second By: _____

IMPROVEMENT: Project No. 2503-D: Business 71 Overlay

CONTRACTOR: OMG Midwest, Inc. dba Minnesota Paving & Materials
DATE OF CONTRACT: May 5, 2025
BEGIN WORK: June 18, 2025
COMPLETE WORK: February 10, 2026
APPROVE, ENGINEERING DEPT: March 3, 2026

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

1. The said City of Willmar Project No. 2503-D be herewith approved and accepted by the City of Willmar.
2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	\$2,000,180.35
CHANGE ORDER NO. 1	\$4,175.00
CHANGE ORDER NO. 2	-\$52,668.60
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	\$1,951,686.75
Less Previous Payments	\$1,854,102.41
FINAL PAYMENT DUE CONTRACTOR:	\$97,584.34

Dated this 16th 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

March 3, 2026

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

RE: Business Highway 71 Improvement Project
City of Willmar, Minnesota
City Project No.: 2503-D
BMI Project No.: OW1.136075

Dear Shane:

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

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

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

Sincerely,

Bolton & Menk, Inc.

Spencer Johnson, P.E.
Project Manager

Enclosure

Contractor's Application for Payment

Owner: <u>City of Willmar</u>	Owner's Project No.: <u>2503-D</u>
Engineer: <u>Bolton & Menk, Inc.</u> <u>OMG Midwest, Inc. DBA Minnesota</u>	Engineer's Project No.: <u>OW1.126075</u>
Contractor: <u>Paving & Materials</u>	Agency's Project No.: _____
Project: <u>Business Highway 71 Improvement Project</u>	
Contract: <u>Business Highway 71 Improvement Project</u>	
Application No.: <u>4-FINAL</u>	Application Date: <u>11/12/2025</u>
Application Period: From <u>10/27/2025</u> to <u>11/12/2025</u>	

1. Original Contract Price		\$	2,000,180.35
2. Net change by Change Orders		\$	(48,493.60)
3. Current Contract Price (Line 1 + Line 2)		\$	1,951,686.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$	1,951,686.75
5. Retainage			
a. _____ X \$ 1,951,686.75 Work Completed		\$	-
b. _____ X \$ - Stored Materials		\$	-
c. Total Retainage (Line 5.a + Line 5.b)		\$	-
6. Amount eligible to date (Line 4 - Line 5.c)		\$	1,951,686.75
7. Less previous payments		\$	1,854,102.41
8. Amount due this application		\$	97,584.34
9. Balance to finish, including retainage (Line 3 - Line 4)		\$	-

Contractor's Certification

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

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

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



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

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

Contractor: OMG Midwest, Inc. DBA Minnesota Paving & Materials

Signature:  **Date:** 02/10/2026

Name: Dan Lobello 0652B4C4661A3C71591C74EBC5CC36F1 readySign **Title:** Area Manager

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

Contractor's Application for Payment

Owner:	City of Willmar	Owner's Project No.:	2503-D
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.126075
Contractor:	OMG Midwest, Inc. DBA Minnesota Paving & Materials	Agency's Project No.:	
Project:	Business Highway 71 Improvement Project		
Contract:	Business Highway 71 Improvement Project		

Application No.:	4-FINAL	Application Period:	From 10/27/25 to 11/12/25	Application Date:	11/12/25
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A Bid Item No.	B Description	C Item Quantity	D Contract Information			E Value of Bid Item (C X E)		F Previous Estimate		G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
			Units	Unit Price (\$)	Value of Bid Item (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)						
Original Contract															
1	MOBILIZATION	1.00	LUMP SUM	107,000.00	107,000.00	1.00	107,000.00	1.00	107,000.00	1.00	107,000.00		107,000.00	100%	-
2	SALVAGE SIGN	4.00	EACH	50.00	200.00	4.00	200.00	4.00	200.00	4.00	200.00		200.00	100%	-
3	REMOVE DELINEATOR / MARKER PANEL	10.00	EACH	25.00	250.00	9.00	225.00	9.00	225.00	9.00	225.00		225.00	90%	25.00
4	REMOVE SIGN	110.00	EACH	50.00	5,500.00	101.00	5,050.00	101.00	5,050.00	101.00	5,050.00		5,050.00	92%	450.00
5	SALVAGE DELINEATOR / MARKER PANEL	26.00	EACH	25.00	650.00	2.00	50.00	2.00	50.00	2.00	50.00		50.00	8%	600.00
6	REMOVE HANDHOLE	1.00	EACH	3,056.40	3,056.40	1.00	3,056.40	1.00	3,056.40	1.00	3,056.40		3,056.40	100%	-
7	REMOVE CASTING ASSEMBLY (SANITARY)	1.00	EACH	150.00	150.00	1.00	150.00	1.00	150.00	1.00	150.00		150.00	100%	-
8	REMOVE CASTING ASSEMBLY (CATCH BASIN)	14.00	EACH	50.00	700.00	14.00	700.00	14.00	700.00	14.00	700.00		700.00	100%	-
9	REMOVE CONCRETE CURB & GUTTER	735.00	LIN FT	15.00	11,025.00	726.00	10,890.00	726.00	10,890.00	726.00	10,890.00		10,890.00	99%	135.00
10	REMOVE CONCRETE MEDIAN	205.00	SQ YD	54.50	11,172.50	215.00	11,717.50	215.00	11,717.50	215.00	11,717.50		11,717.50	105%	(545.00)
11	REMOVE BITUMINOUS WALK	117.00	SQ YD	15.00	1,755.00	114.00	1,710.00	114.00	1,710.00	114.00	1,710.00		1,710.00	97%	45.00
12	REMOVE CONCRETE WALK	345.00	SQ FT	3.00	1,035.00	345.00	1,035.00	345.00	1,035.00	345.00	1,035.00		1,035.00	100%	-
13	BITUMINOUS PATCH SPECIAL, STREET	312.00	SQ YD	135.00	42,120.00	312.00	42,120.00	312.00	42,120.00	312.00	42,120.00		42,120.00	100%	-
14	PROFILE MILL BITUMINOUS SURFACE (3.0") (STREET) (P)	68,834.00	SQ YD	1.74	119,771.16	68,834.00	119,771.16	68,834.00	119,771.16	68,834.00	119,771.16		119,771.16	100%	-
15	PROFILE MILL BITUMINOUS SURFACE (2.0") (WALK) (P)	267.00	SQ YD	32.25	8,610.75	252.00	8,127.00	252.00	8,127.00	252.00	8,127.00		8,127.00	94%	483.75
16	BITUMINOUS SEAL COAT (P)	68,834.00	SQ YD	1.95	134,226.30	66,529.00	129,731.55	66,529.00	129,731.55	66,529.00	129,731.55		129,731.55	97%	4,494.75
17	TYPE SP 9.5 WEARING COURSE MIX (2,B) (LEVELING COURSE)	80.00	TON	165.00	13,200.00	75.00	12,375.00	75.00	12,375.00	75.00	12,375.00		12,375.00	94%	825.00
18	TYPE SP 9.5 WEARING COURSE MIX (3,B)	12,832.00	TON	76.25	978,440.00	12,324.00	939,705.00	12,324.00	939,705.00	12,324.00	939,705.00		939,705.00	96%	38,735.00
19	TYPE SP 9.5 WEARING COURSE MIX (2,B) (WALK)	115.00	TON	115.00	13,225.00	123.00	14,145.00	123.00	14,145.00	123.00	14,145.00		14,145.00	107%	(920.00)
20	CASTING ASSEMBLY (CATCH BASIN)	14.00	EACH	1,250.00	17,500.00	14.00	17,500.00	14.00	17,500.00	14.00	17,500.00		17,500.00	100%	-
21	CASTING ASSEMBLY (SANITARY)	1.00	EACH	455.00	455.00	1.00	455.00	1.00	455.00	1.00	455.00		455.00	100%	-
22	ADJUST FRAME AND RING CASTING	2.00	EACH	1,647.51	3,295.02	1.00	1,647.51	1.00	1,647.51	1.00	1,647.51		1,647.51	50%	1,647.51
23	INTERIOR LINING OF CATCH BASIN RINGS	33.00	EACH	755.13	24,919.29	30.00	22,653.90	30.00	22,653.90	30.00	22,653.90		22,653.90	91%	2,265.39
24	6" CONCRETE WALK	2,572.00	SQ FT	9.90	25,462.80	2,479.00	24,542.10	2,479.00	24,542.10	2,479.00	24,542.10		24,542.10	96%	920.70
25	CONCRETE CURB & GUTTER DESIGN B624	605.00	LIN FT	30.00	18,150.00	615.00	18,450.00	615.00	18,450.00	615.00	18,450.00		18,450.00	102%	(300.00)
26	CONCRETE MEDIAN, 4.0"	180.00	SQ YD	80.00	14,400.00	180.00	14,400.00	180.00	14,400.00	180.00	14,400.00		14,400.00	100%	-
27	CONCRETE MEDIAN NOSE-SPECIAL	10.00	EACH	500.00	5,000.00	10.00	5,000.00	10.00	5,000.00	10.00	5,000.00		5,000.00	100%	-
28	TRUNCATED DOMES	206.00	SQ FT	95.00	19,570.00	202.00	19,190.00	202.00	19,190.00	202.00	19,190.00		19,190.00	98%	380.00
29	ADJUST HANDHOLE	8.00	EACH	1,087.20	8,697.60	10.00	10,872.00	10.00	10,872.00	10.00	10,872.00		10,872.00	125%	(2,174.40)
30	TRAFFIC CONTROL	1.00	LUMP SUM	44,900.00	44,900.00	1.00	44,900.00	1.00	44,900.00	1.00	44,900.00		44,900.00	100%	-
31	PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH	3,500.00	10,500.00	3.00	10,500.00	3.00	10,500.00	3.00	10,500.00		10,500.00	100%	-
32	DELINEATOR / MARKER	11.00	EACH	125.00	1,375.00	10.00	1,250.00	10.00	1,250.00	10.00	1,250.00		1,250.00	91%	125.00
33	SIGN	1,002.00	SQ FT	82.00	82,164.00	977.00	80,114.00	977.00	80,114.00	977.00	80,114.00		80,114.00	98%	2,050.00
34	INSTALL SIGN	4.00	EACH	350.00	1,400.00	4.00	1,400.00	4.00	1,400.00	4.00	1,400.00		1,400.00	100%	-
35	RIGID PVC LOOP DETECTOR 6'X6'	12.00	EACH	2,398.76	28,785.12	12.00	28,785.12	12.00	28,785.12	12.00	28,785.12		28,785.12	100%	-
36	REVISE SIGNAL SYSTEM	1.00	SYSTEM	64,354.96	64,354.96	1.00	64,354.96	1.00	64,354.96	1.00	64,354.96		64,354.96	100%	-
37	STORM DRAIN INLET PROTECTION	46.00	EACH	150.00	6,900.00	47.00	7,050.00	47.00	7,050.00	47.00	7,050.00		7,050.00	102%	(150.00)
38	SEDIMENT CONTROL LOG TYPE STRAW	821.00	LIN FT	3.00	2,463.00	821.00	2,463.00	821.00	2,463.00	821.00	2,463.00		2,463.00	100%	-
39	COMMON TOPSOIL BORROW (LV)	97.00	CU YD	55.00	5,335.00	55.00	3,025.00	55.00	3,025.00	55.00	3,025.00		3,025.00	57%	2,310.00
40	TURF ESTABLISHMENT	691.00	SQ YD	3.50	2,418.50	691.00	2,418.50	691.00	2,418.50	691.00	2,418.50		2,418.50	100%	-
41	6" REMOVABLE PREFORM PAVEMENT MARKING TAPE	6,930.00	LIN FT	2.05	14,206.50	4,698.00	9,630.90	4,698.00	9,630.90	4,698.00	9,630.90		9,630.90	68%	4,575.60
42	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	446.00	LIN FT	2.20	981.20	542.00	1,192.40	542.00	1,192.40	542.00	1,192.40		1,192.40	122%	(211.20)
43	4" DBLE SOLID LINE PAINT (WR)	14,107.00	LIN FT	0.70	9,874.90	4,693.00	3,285.10	4,693.00	3,285.10	4,693.00	3,285.10		3,285.10	33%	6,589.80
44	6" SOLID LINE PAINT (WR)	2,739.00	LIN FT	0.50	1,369.50	1,107.00	553.50	1,107.00	553.50	1,107.00	553.50		553.50	40%	816.00
45	4" BROKEN LINE MULTI COMP GR IN (WR)	3,100.00	LIN FT	1.05	3,255.00	4,200.00	4,410.00	4,200.00	4,410.00	4,200.00	4,410.00		4,410.00	135%	(1,155.00)
46	4" SOLID LINE MULTI COMP GR IN (WR)	21,187.00	LIN FT	1.05	22,246.35	18,207.00	19,117.35	18,207.00	19,117.35	18,207.00	19,117.35		19,117.35	86%	3,129.00
47	6" SOLID LINE MULTI COMP GR IN (WR)	15,995.00	LIN FT	1.20	19,194.00	18,564.00	22,276.80	18,564.00	22,276.80	18,564.00	22,276.80		22,276.80	116%	(3,082.80)
48	10" DOTTED LINE MULTI COMP GR IN (WR)	63.00	LIN FT	4.00	252.00	62.00	248.00	62.00	248.00	62.00	248.00		248.00	98%	4.00
49	24" SOLID LINE MULTI COMP GR IN (WR)	85.00	LIN FT	18.50	1,572.50	56.00	1,036.00	56.00	1,036.00	56.00	1,036.00		1,036.00	66%	536.50
50	PAVT MSSG MULTI COMP GR IN (WR)	494.00	SQ FT	15.00	7,410.00	494.00	7,410.00	494.00	7,410.00	494.00	7,410.00		7,410.00	100%	-
51	CROSSWALK MULTI COMP GR IN (WR)	430.00	SQ FT	12.00	5,160.00	312.00	3,744.00	312.00	3,744.00	312.00	3,744.00		3,744.00	73%	1,416.00
52	REMOVE BITUMINOUS WALK	30.00	SQ YD	15.00	450.00	10.00	150.00	10.00	150.00	10.00	150.00		150.00	33%	300.00
53	COMMON EMBANKMENT (CV)	1,860.00	CU YD	25.50	47,430.00	2,136.00	54,468.00	2,136.00	54,468.00	2,136.00	54,468.00		54,468.00	115%	(7,038.00)

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	Owner's Project No.:	2503-D
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.126075
Contractor:	OMG Midwest, Inc. DBA Minnesota Paving & Materials	Agency's Project No.:	
Project:	Business Highway 71 Improvement Project		
Contract:	Business Highway 71 Improvement Project		

Application No.: 4-FINAL Application Period: From 10/27/25 to 11/12/25 Application Date: 11/12/25

A Bid Item No.	B Description	C Contract Information				F1 Previous Estimate		F2 Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	F1 Quantity Previous Estimate	F2 Value Previous Estimate	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
54	GEOTEXTILE FABRIC TYPE 5	275.00	SQ YD	5.50	1,512.50	275.00	1,512.50	275.00	1,512.50		1,512.50	100%	-
55	AGGREGATE BASE, CLASS 5 (CV)	50.00	CU YD	40.00	2,000.00	74.00	2,960.00	74.00	2,960.00		2,960.00	148%	(960.00)
56	TYPE SP 9.5 WEARING COURSE MIX (3,B) (WALK)	42.00	TON	97.00	4,074.00	38.00	3,686.00	38.00	3,686.00		3,686.00	90%	388.00
57	6" CONCRETE WALK	87.00	SQ FT	8.50	739.50	87.00	739.50	87.00	739.50		739.50	100%	-
58	TRUNCATED DOMES	27.00	SQ FT	95.00	2,565.00	27.00	2,565.00	27.00	2,565.00		2,565.00	100%	-
59	SEDIMENT CONTROL LOG TYPE STRAW	460.00	LIN FT	3.00	1,380.00	339.00	1,017.00	339.00	1,017.00		1,017.00	74%	363.00
60	COMMON TOPSOIL BORROW (LV)	197.00	CU YD	55.00	10,835.00	246.00	13,530.00	246.00	13,530.00		13,530.00	125%	(2,695.00)
61	TURF ESTABLISHMENT	1,180.00	SQ YD	3.00	3,540.00	1,750.00	5,250.00	1,750.00	5,250.00		5,250.00	148%	(1,710.00)
Original Contract Totals					\$ 2,000,180.35		\$ 1,947,511.75		\$ 1,947,511.75	\$ -	\$ 1,947,511.75	97%	\$ 52,668.60
Change Orders													
CO 1	LOCAL BUSINESS ACCESS SIGNAGE	1.00	LUMP SUM	4,175.00	4,175.00	1.00	4,175.00	1.00	4,175.00		4,175.00	100%	-
CO 2	RECONCILE FINAL QUANTITIES	1.00	LUMP SUM	(52,668.60)	(52,668.60)	-			-		-	-9%	(52,668.60)
Change Order Totals					\$ (48,493.60)		\$ 4,175.00		\$ 4,175.00	\$ -	\$ 4,175.00	-9%	\$ (52,668.60)
Original Contract and Change Orders													
Project Totals					\$ 1,951,686.75		\$ 1,951,686.75		\$ 1,951,686.75	\$ -	\$ 1,951,686.75	100%	\$ -



SP/SAP(s)	175-153-024	MN Project No.:		Change Order No.	2
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Project Location	Business Highway 71 from 10 th Street NE to 23 rd Street NE				
Local Agency	City of Willmar	Local Project No.	2503-D		
Contractor	OMG Midwest, Inc. DBA Minnesota Paving & Materials	Contract No.			
Address/City/State/Zip	14475 Quiram Drive Rogers, MN 55374				
Total Change Order Amount \$	-\$52,668.60				

Issue:

- The Engineer has determined the Contract needs to be revised in accordance with specification 1903 quantity changes and adjustments due to a surplus of budget left in the contract. This change order reconciles the final contract amount to the final constructed quantities for a lump sum Decrease in the amount of - \$52,668.60.

Resolution:

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

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

Entitlement: Payment for the contracts final price will be decreased by - \$52,668.60

This document does not change Contract Time.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or - Qua ntity	+ or - Amount \$
	CO.2	Final Reconciling Change Order	LS	-\$52,668.60	1	-\$52,668.60
Net Change this Change Order						-\$52,668.60

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

Project Engineer:



Date:

03/03/2026


Print Name:

Josh Halvorson, P.E.

Phone:

320-905-3520

Contractor:



Date:

02/10/2026

Print Name:

03B2B4C4561A3C72591C74EBC5CC36F1 readySign Dan Lobello

Phone:

612-655-0156

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

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

District State Aid Engineer: _____ Date: _____



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Allie Paulsen, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Advertisement for Bids: Airport Snow Removal Equipment Acquisition		

RECOMMENDED ACTION:

Adopt the resolution approving specifications and authorize advertisement for bids for the Airport Snow Removal Equipment Acquisition.

OVERVIEW:

The acquisition of snow removal equipment has been designed and is ready for bidding. Approval of the specifications as prepared requires Council action at this time for authorization to advertise for bids. Pending Council approval, the bid opening date is scheduled for April 15th at 10:00 a.m.

BUDGETARY/FISCAL ISSUES:

Sources of funding for the project includes 95% grant funds from the FAA, 2.5% grant funds from MnDOT, and 2.5% local share.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution - Approve Adv. For Bids Airport SRE

RESOLUTION NO. _____

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR AIRPORT SNOW REMOVAL EQUIPMENT ACQUISITION.

Motion By: _____ Second By: _____

WHEREAS the City Engineer of the City of Willmar has presented to the City Council specifications for Snow Removal Equipment Acquisition for the City of Willmar;

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

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

Dated this 16th day of March, 2026

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	Human Resources
Resolution:	Yes	Prepared By:	Alissa Gambrel, Human Resources Director
Ordinance:	No	Presented By:	Alissa Gambrel, Human Resources Director
Item:	Approve AFSCME Public Works Unit 2026-2028 Agreement		

RECOMMENDED ACTION:

Motion by _____ and second by _____ to approve the AFSCME Public Works Unit 2026-2028 labor agreement and attached MOU's

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Approving AFSCME Public Works Unit Agreement and MOUs
2. Willmar-AFSCME (Public Works) 26-28 Labor Agreement
3. Willmar-AFSCME (Public Works) MOU re City 2026 HI Contributions for New Coverages
4. Willmar-AFSCME (Public Works) MOU re Employee Anniversary Steps

CITY OF WILLMAR
RESOLUTION NO.

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

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

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

WHEREAS, the City of Willmar and AFSCME Public Works Unit met and negotiated over the terms of the new labor agreement and memorandums of understanding for city health insurance contributions for 2026 and employee anniversary steps, respectively, between the parties;

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

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

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

1. The Labor Agreement between City of Willmar and AFSCME Public Works 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 Understanding between City of Willmar and AFSCME Public Works Unit, which are attached hereto and incorporated herein by reference in their entirety, are approved.
3. The Mayor and City Administrator must execute the agreement and memorandums of understanding.
4. The City of Willmar must implement the agreement and memorandums of understanding.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 16th day of March 2026

City Clerk

Mayor

LABOR AGREEMENT
BETWEEN
THE CITY OF WILLMAR
AND
LOCAL UNION NO. 559
PUBLIC WORKS UNIT
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

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

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LABOR AGREEMENT
BETWEEN
THE CITY OF WILLMAR AND
LOCAL UNION NO. 559
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

ARTICLE 1 – PURPOSE OF AGREEMENT

This AGREEMENT made and entered into by and between the City of Willmar, Minnesota, called EMPLOYER, and City of Willmar Public Employees Local 559, AFSCME Employees, AFL-CIO, hereinafter called the UNION. The intent and purpose of this Agreement is to:

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

ARTICLE 2 – RECOGNITION

- 2.1 The Employer hereby recognizes the Union as the exclusive representative pursuant to PELRA for the employees of the City of Willmar Public Works Department in the classifications as outlined in Attachment "A" whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35%) percent of the normal work week and more than sixty-seven (67) work days per calendar year, excluding supervisory, confidential, seasonal and all other employees not meeting the aforementioned requirements.

- 2.2 The Employer will not enter into any agreement with employees, covered by the Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of the Agreement.

ARTICLE 3 – EMPLOYER AUTHORITY

- 3.1 The Employer retains the full unrestricted right to operate and manage all employees, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.
- 3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.
- 3.3 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided it does not result in the layoff of employees performing the specific work functions that are being contracted out. In the event the Employer elects to subcontract bargaining unit work which will result in the layoff of current bargaining unit employees, the Employer will provide the Union ten (10) days written notice and the opportunity to meet and negotiate the impact on laid off employees.

ARTICLE 4 – UNION SECURITY

- 4.1 In recognition of the Union as the exclusive representative the Employer shall:
- 4.1.1 Deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.
- 4.1.2 The Union shall provide the formula or schedule to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of Union dues.

The Employer shall remit such deductions to AFSCME Council 65, 3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301.

The Employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3.

- 4.2 The Union shall provide standard authorization cards for check off dues.
- 4.3 Two employees from the Unit shall be elected as Stewards, who shall have the right to process grievances as necessary during normal working hours without loss of time or pay, provided permission has been granted from the Steward's supervisor. The Union shall inform the Employer in writing of the name of elected Stewards.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5 – EMPLOYER SECURITY

- 5.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment regardless of the reason for so doing, except as may be provided by the Public Employees Relation Act, Sect. 179.64, Subd. 7.
- 5.2 Any employee who engages in an illegal strike may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 5.3 Any employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from his/her Employer on the date or dates when an illegal strike occurs is prima facie presumed to have engaged in an illegal strike on such date or dates.
- 5.4 An employee who knowingly illegally strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but the employee shall be on probation

for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have theretofore been entitled.

- 5.5 No employee shall be entitled to any daily pay, wages, accumulated vacation or sick leave benefits or per diem for the days on which he/she is engaged in a strike.

ARTICLE 6 – NONDISCRIMINATION

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

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.1 **DEFINITION OF GRIEVANCE** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **UNION REPRESENTATIVES** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 7.3 **PROCESSING OF A GRIEVANCE** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

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

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

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

Step 3 If the grievance is not settled in Step 2 and the employee desires to appeal, it shall be referred by the employee in writing to the Labor Relations Committee

within ten (10) working days after the City Administrator's answer in Step 2. A meeting or discussion between the Labor Relations Committee and the employee and Union representative and/or steward shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Chairman of the Labor Relations Committee, the employee and Union representative and/or steward. If no settlement is reached, the Labor Relations Committee shall give the Employer's written answer to the employee within five (5) working days following the meeting.

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

7.4.1 In the event an employee reports directly to the City Council, the grievance procedure shall start at Step 2.

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

filing the grievance, may be extended by mutual written agreement of the Employer and employee in each step, which extension shall not be unduly withheld by either party. The term "working days" shall mean the days Monday through Friday, excluding holidays.

7.6 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

and the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

Except with respect to statutes under the jurisdiction of the United States Equal Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to the Board of Governors of if the Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - DEFINITIONS

- 8.1 UNION: Local Union No. 559 American Federation of State, County and Municipal Employees, AFL-CIO.
- 8.2 EMPLOYER: The City of Willmar.
- 8.3 UNION MEMBER: A member of the Local Union No. 559 American Federation of State, County and Municipal Employees, AFL-CIO.
- 8.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 8.5 PROBATIONARY EMPLOYEE: An employee who has not completed the probationary period.
- 8.6 REGULAR EMPLOYEE: An employee who has completed the probationary period.
- 8.7 BASE PAY: The employee's base rate of pay specified in the employer's base pay schedule.
- 8.8 SENIORITY: Length of continuous service within classification.
- 8.9 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule with pay that is in lieu of cash overtime.
- 8.10 SEVERANCE PAY: Payment made to an employee upon termination in good standing or at retirement either by age or disability pursuant to the terms in Article 18.6.
- 8.11 OVERTIME: Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

- 8.12 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 8.13 STRIKE: Concerted action in failing to report to duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 8.14 EMERGENCY: An unforeseen combination of circumstances of condition calling for immediate action.

ARTICLE 9 - WORK SCHEDULES

- 9.1 The sole authority to establish work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal 7:00 a.m. - 3:30 p.m. day for Public Works Maintenance. The Employer will give twenty-four (24) hour advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him/her from so working.
- 9.4 All employees shall receive two (2) fifteen (15) minute rest periods in each six (6) hour shift at times designated by their supervisor.

ARTICLE 10 - OVERTIME AND PREMIUM PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1 1/2) times the employee's base pay.
- 10.2 Employees required to begin work on regular work day prior to 6:00 a.m. shall be compensated at one and one-half the employee's regular rate of base pay. When the normal established starting time is reached, the employee's regular straight time rate of pay shall then prevail. After the employee has worked his normal eight (8) hour shift, the two (2) hour overtime provision of Subsection 11.1 shall apply. Employees regularly scheduled to work at the Civic Center between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional fifty (\$.50) cents per hour.
- 10.3 Overtime earned maybe credited as compensatory time, figured at one and one-half (1 1/2) hours of compensatory time for each hour of service.
- 10.4 Compensatory time is to be used during slack periods when it will not jeopardize the service and subject to the approval and direction of the supervising authority. When requested by the employee, compensatory overtime may be granted for the convenience of the employee, provided it is approved by the supervisor. Compensatory overtime may be banked up to a maximum of eighty (80) hours by mutual agreement.
- 10.5 No regular employee shall be required to take off on compensatory overtime and extra help be employed to perform his/her duty.
- 10.6 All work performed on Sundays (if not part of his/her regular work schedule) shall be compensated for at regular overtime rates of time and one-half (1 1/2). Sundays are defined as midnight to midnight.
- 10.7 Any employee required to "stand by" at the Employer shop for special or emergency work, shall be compensated for such hours at the time and one-half (1 1/2) base pay. Standby pay may apply to Civic Center employees when expressly assigned to standby.

- 10.8 Supervisory personnel not covered by this Agreement shall not perform work customarily performed by an employee in the Public Works Department while on regular shift, overtime or call-back, except for training purposes. However, in the event that there is no call back employee during events such as: storms and/or an emergency event then Supervisory personnel may have to work.
- 10.9 The Employer will make every attempt to equalize overtime earnings of employees covered by this Agreement.

ARTICLE 11 - CALL BACK

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

ARTICLE 12 - LEGAL DEFENSE

- 12.1 Employees involved in litigation because of negligence, ignorance of laws, non-observation of laws or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 12.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such acts are performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorneys' fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 13 - SENIORITY

- 13.1 Seniority shall be the length of continuous service within the classification.
- 13.2 Seniority shall not be affected by race, color, creed, sex, age or marital status of an employee.
- 13.3 Seniority lists showing the employee's last date of hire, by department, job classification and name shall be kept up to date and a copy of such provided the Union when requested.

- 13.4 Seniority will be the determining criterion for promotions, transfers and layoffs only when all other qualification factors are equal. Seniority will be considered first by classification. It is understood that for purposes of layoff, separate seniority lists will be maintained for Working Foreman, Public Works Operators/Civic Center Maintenance Workers and Mechanics.
- 13.5 The Employer at its sole discretion may elect to give first consideration to employees for interdepartmental transfer or in hiring to fill vacancies outside of the bargaining unit.

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or rehired employees will serve a twelve (12) month probationary period. In the event an employee is off work for a period of thirty (30) days or more during the probationary period, the probationary period may be extended to twelve (12) full months of actual work.
- 14.2 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

ARTICLE 15 - JOB POSTING

- 15.1 Job vacancies within the department affected will be posted for five (5) working days so that members of the department can be considered for such vacancies.
- 15.2 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall first be filled based on the concept of promotion from within the department, provided that the employee:
- 15.2.1 Has the necessary qualifications to meet the standards of the job vacancy; and
- 15.2.2 Has the ability to perform the duties and responsibilities of the job vacancy.
- 15.3 The Employer has the right of final decision in the selection of the employees to fill posted jobs based on qualifications, abilities and experience.

- 15.4 If it becomes necessary in making a promotion to bypass the senior departmental employee, reasons for the said denial shall be given in writing to said employee, if requested by said employee, within three (3) days after the position is filled.
- 15.5 The employee who is promoted shall be granted a thirty (30) day trial period to determine (1) his/her ability to perform the job; (2) his/her desire to remain on the job. During the thirty (30) day trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the position, notice and reasons shall be submitted to the Union, in writing, by the Employer, with a copy to the employee. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee will receive the pay rate for the job he/she is performing.

ARTICLE 16 - SAFETY

- 16.1 The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 16.2 All employees will be governed by the established Safety Policy as approved by the City Council.

ARTICLE 17 - HOLIDAY LEAVE

- 17.1 Employees shall receive eleven (11) holidays per year as outlined below:

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

- 17.2 Any scheduled holiday falling on a Saturday, will be observed the preceding Friday.
Any scheduled holiday falling on a Sunday will be observed the following Monday.

- 17.3 An employee must be on pay status the last scheduled work day before and the first scheduled work day following a holiday in order to be eligible for holiday pay.
- 17.4 Employees who are scheduled to work on a paid holiday shall be paid one and one-half (1 1/2) times their base pay for all such hours worked, in addition to the paid holiday pay. Employees who are called back to work on a paid holiday shall be paid two times their base pay for all hours worked, in addition to holiday pay.

ARTICLE 18 - SICK LEAVE

- 18.1 Employees shall earn sick leave at the rate of eight (8) hours per calendar month of service, up to a maximum of: (i) twelve hundred (1200) hours for Employees employed in a job classification in this bargaining unit as of December 31, 2022 who remain continuously employed with Employer; or (ii) one thousand one hundred twenty (1120) hours for other Employees.
- 18.2 A doctor's certificate may be required for sick leave of three (3) days (24 hours) or more.
- 18.3 An absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave until workers' compensation is exhausted, or for a maximum of one (1) year, whichever is less. During this period, the Employer shall pay to such employee the difference between the employee's salary and the benefits received under the Minnesota Worker's Compensation Act.
- 18.4 In the event employees with at least seven (7) years of continuous service die while so employed, any accumulated sick leave benefits will be paid to his/her heirs.
- 18.5 Employees with seven (7) or more years of continuous service, leaving the Employer in good standing and providing advance notice will receive a percentage of their sick leave balance. Employees must provide at least two (2) weeks' notice prior to their last day of work to receive a distribution of their accumulated sick time. Employees with seven (7) or more years of continuous service with the Employer will receive, upon termination of employment with the Employer, an amount equivalent to their accumulated total sick leave; computed at last current salary at time of separation, in accordance with the following schedule: seven (7) years, seventy percent (70%); eight (8) years, eighty percent (80%); nine (9) years, ninety

percent (90%); ten (10) years, one hundred percent (100%).

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

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

18.6 Sick Leave Hours and Retirement.

1. Employees will participate in the Health Care Savings Plan (HCSP) administered by Minnesota State Retirement System (MSRS) established under Minnesota Statutes, section 352.98 and as described in the MSRS Trust and Plan Documents. The pay out of sick leave specified in section 18.5 of this Agreement shall be placed into the Employee's Post-Retirement Health Care Savings Plan (HCSP) in accordance with all IRS regulations.

ARTICLE 19 - BEREAVEMENT LEAVE

Employees shall be allowed up to three (3) working days with pay, as bereavement leave upon the death of an employee's immediate family. Bereavement leave days will not be deducted from vacation or sick leave. The employee's immediate family is to be defined as the employee's child, sibling, father or father-in-law, grandfather, mother or mother-in-law, grandmother, sister/brother-in-law, spouse, grandchildren, stepchildren, stepparents, or a member of the employee's own immediate household. Any family member not listed is up to the discretion of the City Administrator or Supervisor for the Employee to use bereavement leave. Bereavement leave is only for a day or days when the employee was regularly scheduled to work.

ARTICLE 20 - VACATION LEAVE

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

20.2 Full-time employees shall accrue vacation leave compensated according to the following schedule:

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

Years of Service	Accrual
1 – 4 years	120 hours
5 – 9 years	144 hours
10 – 14 years	160 hours
15+ years	200 hours

20.3 Employees with the greater amount of departmental seniority shall have first choice of vacation.

20.4 Vacation may be accrued to a total not to exceed two hundred forty (240) hours at all vacation steps and may be taken, pursuant to departmental policy and regulations in the month subsequent to its accrual. Employees shall use vacation leave in 15 minute increments or even multiples thereof.

20.5 In the event an employee's services are terminated, said employee shall be paid for accumulated vacation hours, provided that the employee has given two (2) weeks' notice of termination and if discharged, such termination is not due to misconduct or dishonesty on the part of the employee. 20.6 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 21 - LEAVE OF ABSENCE

Leaves of absence not to exceed one (1) year will be granted, without loss of seniority, when requested in writing and approved by the City Administrator. Employees shall be responsible for the payment of all insurance during the period of such leave. The following are considered acceptable reasons for the granting of a leave of absence:

21.1 Serving in an elected or appointed position with the Council or International Union.

- 21.2 Illness leaves, either physical or mental, may be granted up to one year upon written request. Such leaves may be extended for like periods upon written request.
- 21.3 Employees who are members of a Reserve of the USA or the State of Minnesota and who are ordered by the appropriate authorities to attend a mandatory training program or are called into temporary active service shall be granted leave time with full pay.
- 21.4 Any employee who enters active service in the Armed Forces of the USA while employed by the Employer shall be granted a leave of absence, without pay, for the period of military service.
- 21.5 Other personal reasons.
- 21.6 An employee who has been employed for at least one (1) year and who has worked for at least 1,250 hours during that time, shall be eligible for a leave of absence pursuant to the Family and Medical Leave Act. The terms of such leave shall be governed by the Employer's policy.

ARTICLE 22 - JURY DUTY

- 22.1 Any employee within the bargaining unit shall be granted a leave of absence for service on any jury with full pay minus pay received for such service.

ARTICLE 23 - GENERAL PROVISIONS

- 23.1 It shall be a violation of the Agreement for the Employer to coerce or discriminate against any employee in the bargaining unit because he/she has given testimony or instituted proceedings under any provisions of this Agreement, or to refuse to meet with representatives of the employee as outlined in this Agreement.
- 23.2 Except for two (2) bargaining unit employees selected by the Union, no other bargaining unit employees shall be paid by the Employer for hours spent (during normal working hours) in negotiation sessions.
- 23.3 In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court or jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE 24 - CLOTHING ALLOWANCE

24.1 The Employer shall provide an annual clothing allowance up to Two Hundred Fifty dollars (\$250.00). Newly hired employees allowances' will be prorated. The allowance will be paid in a lump sum no later than April 15 each year.

ARTICLE 25 - WAGES AND BENEFITS

- 25.1 Health Insurance. In calendar years 2026, 2027, and 2028, the Employer will pay up to the following amounts monthly towards insurance premiums for calendar years 2026, 2027 and 2028, respectively, for Employees for either the single or family coverage chosen by the Employee within the health insurance plan offered by the Employer: (i) for single coverage, \$676.95 in 2026, \$710.79 in 2027, and \$746.43 in 2028; and (ii) for family coverage, \$1,849.14 in 2026, \$1,941.60 in 2027, and \$2,038.68 in 2028. In addition, in calendar years 2026, 2027, and 2028, the Employer will deposit into the Employee's H.S.A. the amount of \$250.00 each month for those enrolled in the single plan, and \$500.00 each month for those enrolled in the family plan, chosen by the Employee within the H.S.A. plan offered by the Employer. If the annual deductible for the H.S.A. plan is greater than the annual contribution limit on health savings accounts, the difference will be paid to the Employee or their healthcare provider. If an Employee in the H.S.A. plan experiences a hardship during the year, the Employee may appeal in writing to the City Administrator for the Employer's full annual contribution to be deposited into the Employee's health savings account.
- 25.2 The Employer will provide fifty thousand (\$50,000) dollar non-contributory life insurance and long-term disability insurance for each full-time employee, in accordance with current contract policy.
- 25.3 The provisions herein contained and the supplemental letters specified herein, constitute the entire Agreement between the parties.
- 25.4 Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union

and the Employer will meet immediately to negotiate over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

25.5 Promotions and Reclassifications. For calendar years 2026, 2027, and 2028, the job classifications covered by this Agreement and the minimum, maximum and intervening base pay applicable to each as established in the employer's base pay schedule for the respective calendar year are set forth in "Appendix A," which is attached hereto and made a part of this Agreement. Upon reclassification or promotion, the Employer may place the Employee on the appropriate grade/step (based on the Employee's experience, education, and years of service for the requirements of the positions) with a salary at no less than an increase of 4%. Upon reclassification or promotion, an employee shall be placed on the minimum step of the new range or the step on the new range which will provide a four (4.0%) percent wage increase, whichever is greater. Normally, newly hired employees shall be paid at the first step of the wage schedule and progress to the next step on their anniversary date of employment. However, new employees may be granted credit for applicable education, training and/or experience. Except in unusual circumstances, a newly hired employee's beginning rate of pay will not exceed the pay rate of an existing employee in the same job classification. 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. At any time during the first 30 days in a promoted or reassigned position, the Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the Employer at his/her former rate of pay. The Employee may also decide to move back to his/her previous position/salary within the first 30 days.

ARTICLE 26 - WAIVER

26.1 Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

26.2 The parties mutually acknowledge that during the negotiations, which resulted in this, Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 27 - SAVINGS CLAUSE

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

ARTICLE 28 - DURATION

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

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

CITY OF WILLMAR

Mayor

City Administrator

FOR LOCAL UNION NO. 559, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO - STREET AND PARK

AFSCME Labor Representative

Local 559-0013 Chapter Chair

Local 559-0013 Co-Chair

APPENDIX A

2026

	Steps											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
CD	\$25.95	\$26.73	\$27.53	\$28.36	\$29.21	\$30.08	\$30.98	\$31.84	\$32.63	\$33.45	\$34.28	\$34.97
DE	\$28.54	\$29.40	\$30.28	\$31.19	\$32.13	\$33.09	\$34.08	\$35.02	\$35.90	\$36.79	\$37.71	\$38.47
FG	\$32.68	\$33.66	\$34.67	\$35.71	\$36.78	\$37.88	\$39.02	\$40.09	\$41.10	\$42.12	\$43.18	\$44.04

2027

	Steps											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
CD	\$26.86	\$27.66	\$28.49	\$29.35	\$30.23	\$31.13	\$32.07	\$32.95	\$33.77	\$34.62	\$35.48	\$36.19
DE	\$29.54	\$30.43	\$31.34	\$32.28	\$33.25	\$34.25	\$35.28	\$36.25	\$37.15	\$38.08	\$39.03	\$39.81
FG	\$33.82	\$34.84	\$35.88	\$36.96	\$38.07	\$39.21	\$40.39	\$41.50	\$42.54	\$43.60	\$44.69	\$45.58

2028

	Steps											
Grade	1	2	3	4	5	6	7	8	9	10	11	12
CD	\$27.80	\$28.63	\$29.49	\$30.37	\$31.29	\$32.22	\$33.19	\$34.10	\$34.96	\$35.83	\$36.73	\$37.46
DE	\$30.58	\$31.49	\$32.44	\$33.41	\$34.41	\$35.45	\$36.51	\$37.51	\$38.45	\$39.41	\$40.40	\$41.21
FG	\$35.01	\$36.06	\$37.14	\$38.25	\$39.40	\$40.58	\$41.80	\$42.95	\$44.02	\$45.12	\$46.25	\$47.18

Employees will move to the next step on their anniversary date.

Job classifications are paid in the following pay grades:

Public Works Operator	CD
Public Works Operator - Arena Maintenance Worker	CD
Public Works Mechanic	DE
Public Works Project Manager	FG
Public Works Foreman	FG

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Willmar (“City” or “Employer”) and AFSCME, Council No. 65 (Public Works Unit) (“Union”).

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

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

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

Article 1. City Health Insurance Contributions for 2026

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

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

Article 2. Entire Understanding

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

Article 3. Waiver of Bargaining

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

Article 4. Limitations

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

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

Article 5. Amendment or Modification

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

Article 6. Voluntary Understanding of the Parties

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

Article 7. Effective Date

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

CITY OF WILLMAR

Mayor

City Administrator

FOR LOCAL UNION NO. 559, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO - STREET AND PARK

AFSCME Labor Representative

Local 559-0013 Chapter Chair

Local 559-0013 Co-Chair

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Willmar (“City” or “Employer”) and AFSCME, Council No. 65 (Public Works Unit) (“Union”).

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

WHEREAS, the Employer and Union are parties to a Labor Agreement for January 1, 2026 through December 31, 2028 (“Labor Agreement”);

WHEREAS, the Employer substantially modified its base pay schedule;

WHEREAS, Appendix A of the Labor Agreement was amended in the Labor Agreement from the 2023 through 2025 labor agreement (“2023-2025 Labor Agreement”) to include the substantially modified base pay schedule; and

WHEREAS, the parties desire to specify initial step placement and step movement for certain incumbent employees in the modified base pay schedules.

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

Article 1. Employee Base Pay Schedule Steps

Section 1.1. Employees employed in their same job classification the date this MOU is executed as of December 31, 2025, will be paid base pay, effective January 1, 2026, that is the base pay of the step in the pay grade for their job classification in the 2026 Base Pay Schedule (BPS) as specified below:

Job classification	Step in 2023-2025 Labor Agreement – Appendix A as of December 31, 2025	Initial Step in 2026 BPS
PW Oper./CC Mtce. Wkrs.	1	1
PW Oper./CC Mtce. Wkrs.	2	2
PW Oper./CC Mtce. Wkrs.	3	5
PW Oper./CC Mtce. Wkrs.	5	10
PW Oper./CC Mtce. Wkrs.	6	12
Mechanic	2	12
Foreman	11	12
Project Manager	11	12

The Initial Step in 2026 BPS above for Employees not employed in their same job classification on the date this MOU is executed as of December

31, 2025, will be based on their Step in 2023-2025 Labor Agreement- Appendix A as of the date they began employment in the job classification.

Section 1.2. Employees employed as Public Works Operators and Civic Center Maintenance Workers as of the date this MOU is executed, whose Initial Step in 2026 BPS in Section 1.1. is not Step 12, will be paid base pay, effective January 1, 2026, that is the base pay of the step in the pay grade for their job classification in the 2026 BPS as specified below, along with their anniversary BPS step:

Initial BPS Step Placement	1	2	5	10
Subsequent Anniversary BPS Step	2	5	7	12
Second Subsequent Anniversary BPS Step	5	7	10	
Third Subsequent Anniversary BPS Step	7	10	12	

Article 2. Entire Understanding

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

Article 3. Waiver of Bargaining

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

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all of its management rights without limitation.

Article 5. Amendment or Modification

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

Article 6. Voluntary Understanding of the Parties

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

Article 7. Effective and Expiration Date

This MOU is effective January 1, 2026, expires December 31, 2028, and is no longer in force or effect, effective January 1, 2029.

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

CITY OF WILLMAR

Mayor

City Administrator

FOR LOCAL UNION NO. 559, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO - STREET AND PARK

AFSCME Labor Representative

Local 559-0013 Chapter Chair

Local 559-0013 Co-Chair



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	Human Resources
Resolution:	No	Prepared By:	Alissa Gambrel, Human Resources Director
Ordinance:	No	Presented By:	Alissa Gambrel, Human Resources Director
Item:	Memorandum of Agreement between the City of Willmar and LELS Unit		

RECOMMENDED ACTION:

Motion by: _____ second by _____ to approve the Memorandum of Agreement with the Law Enforcement Labor Services, Inc. unit making amendments to the 2026-2028 Labor Agreement

OVERVIEW:

This MOA reinstates a maximum vacation accrual cap that was present in previous contracts.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar-LELS MOA re Vacation Leave Accrual Maximum

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is made by and between the City of Willmar (“Employer”) and Law Enforcement Labor Services, Inc. (“Union”).

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

WHEREAS, the parties are parties to a labor agreement (“Labor Agreement”);

WHEREAS, 11.1 of the Labor Agreement specifies vacation leave accrual rates for Bargaining Unit Employees; and

WHEREAS, the parties desire to amend 11.1 of the Labor Agreement to specify the maximum accumulation of vacation leave time for Bargaining Unit Employees.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Amendment to 11.1 of Labor Agreement

11.1 of the Labor Agreement is hereby amended to read in its entirety as follows:

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

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

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

Employees may accumulate a maximum of 240 hours of vacation leave. Employees will not accrue additional vacation leave time if their accumulation is at 240 hours of vacation leave.

Article 2. Entire Agreement

This MOA constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOA, other Memorandum of Agreement between City of Willmar and Law Enforcement Labor Services, Inc.

than the representations, covenants, or inducements contained and memorialized in this MOA. This MOA supersedes all prior negotiations, oral and written agreements, policies and practices with respect thereto addressing the specific subject matter addressed in this MOA.

Article 3. Waiver of Bargaining

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

Article 4. Limitations

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOA. The Employer expressly reserves the right to exercise all of its management rights without limitation unless otherwise limited by this MOA.

Article 5. Amendment or Modification

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

Article 6. Voluntary Agreement of the Parties

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

Article 7. Effective Dates

This MOA is effective January 1, 2026.

IN WITNESS HEREOF, the parties hereto have made this MOA on the latest date affixed to the signatures below.

FOR THE CITY OF WILLMAR

LAW ENFORCEMENT LABOR SERVICES, INC.

Date: _____

Date: _____



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Advertisement Agreement with the Willmar Softball Association		

RECOMMENDED ACTION:

Approve the agreement with the Willmar Softball Association to allow advertising signage on Baseball/Softball Fields at the Willmar Civic Center Baseball/Softball Fields.

OVERVIEW:

The Willmar Softball Association is requesting permission to install advertising signage on the outfield fences at Baseball/Softball Fields 2 and 3, with a limited section of signage also proposed for Fields 1 and 4, as illustrated in Exhibit A of the agreement. Revenue generated from the sale of these advertisements will be used by the Willmar Softball Association to support programming and make improvements to softball facilities.

The proposed agreement would allow the signage to be displayed for one season, with a term running from April 2026 through September 2026.

BUDGETARY/FISCAL ISSUES:

Under the terms of the agreement, the Willmar Softball Association will be responsible for all costs associated with the advertising signage, including production, installation, removal, and any repairs to the fencing that may be required as a result of the signage installation. The annual cost of the agreement is \$1.00.

ALTERNATIVES TO CONSIDER:

Dont approve the aggreement

ATTACHMENTS:

1. Resolution for Willmar Sotball Association Advertising
2. Willmar Civic Center Baseball/Softball Complex
3. Advertising Agreement Civic Center Baseball Softball Fields WSA 1

Resolution No. ____

A RESOLUTION APPROVING THE ADVERTISING AGREEMENT WITH THE WILLMAR SOFTBALL ASSOCIATION FOR ADVERTISING RIGHTS AT THE WILLMAR CIVIC CENTER SOFTBALL FIELDS

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 Mayor and City Administrator of the City of Willmar are hereby authorized to approve the agreement with the Willmar Softball Association for advertising rights at the Willmar Civic Center Softball Fields.

Dated this 16th Day of March, 2026

Mayor

Attest:

City Clerk



CITY OF WILLMAR

95-901-0200

Willmar

40 feet

40 feet

Field 4

Field 1

Field 2

Field 3

Transportation Rd NE

Civic Center Dr NE

**AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES
IN THE CITY OF WILLMAR**

THIS AGREEMENT is made this _____ day of _____, 20____
between the City of Willmar (City) and WILLMAR SOFTBALL ASSOCIATION, a
Minnesota nonprofit corporation (WSA).

PREAMBLE

WHEREAS, the City is the owner of the Willmar Civic Center Baseball/Softball
Complex, of which WSA is the primary tenant of Fields 2 and 3, and

WHEREAS, the WSA desires to arrange for and manage more efficiently the sale
of advertising banners at the Willmar Civic Center Baseball/Softball Complex on Fields 2
and 3, plus 40 feet in foul territory on both Fields 1 and 4, as described in Exhibit A.

WHEREAS, pursuant to Minn. Stat. § 471.16, the City of Willmar finds it
desirable to cooperate with and delegate to WSA the specific authority to serve as the
CITY OF WILLMAR’s agent for the purpose of arranging the sale of advertising space
for the portion of the facility known as the “Willmar Civic Center Baseball/Softball
Complex” to be sold on the fences, by the WSA, at Fields 2 and 3 of the Willmar Civic
Center Baseball/Softball Complex of the City of Willmar, shown in Exhibit A.

NOW, THEREFORE, it is agreed as follows:

SECTION I.

ADVERTISING RIGHTS

In consideration of the benefits recited herein, the City of Willmar delegates and
gives authority to the WSA, the right to arrange for, promote, and sell advertising space
at the Willmar Civic Center Baseball/Softball Complex of the City of Willmar. This
agreement expressly includes and reserves to the WSA all rights to sell and arrange for
advertising upon the fences at Fields 2 and 3, plus 40 feet in foul territory on both Fields

1 and 4, of the Willmar Civic Center Baseball/Softball Complex, shown in Exhibit A; provided, however, that WSA shall use any proceeds of such advertising sales solely in furtherance of Willmar Softball Association operations and programming.

SECTION II.
TERM OF AGREEMENT

This agreement shall be in full force and effect for the period starting March 15th, 2026, until September 15th, 2026.

SECTION III.
SCOPE OF AUTHORITY DELEGATED

The City of Willmar delegates to the WSA the right to sell, arrange for, and contract for the advertising defined herein in the Willmar Civic Center Baseball/Softball Complex during the term of this agreement. This agreement will be presented to the Parks and Recreation Director, then to the Parks and Recreation Board, and finally to the City Council for approval.

SECTION IV.
RESERVED RIGHTS

The City of Willmar reserves the right to specifically approve all Willmar Civic Center Baseball/Softball Complex advertising sold by the WSA during the term of this agreement, and it meets all city ordinances. No advertising signs shall be erected or placed until approval from the Parks and Recreation Director has been given. The parties agree that the City of Willmar, by permitting WSA to sell and install advertising at the Willmar Civic Center Baseball/Softball Complex, does not create a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of the City of Willmar's objectives of minimizing chances of abuse, the appearance of favoritism, and the risk of imposing on a captive audience, the Owner hereby reserves the

right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Willmar Civic Center Baseball/Softball Complex, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

SECTION V
PAYMENT

In consideration of the privileges delegated by this agreement, the WSA will pay the City of Willmar a base fee of \$1.00.

SECTION VI
INSTALLATION AND REMOVAL OF ADVERTISING

The City of Willmar reserves the authority to approve the design/wording/layout, and specific placement of all advertising during the term of this agreement, and the WSA is responsible for the installation and removal of all advertising upon expiration of this agreement. The WSA shall be responsible for paying all costs for the design, fabrication, and installation of all advertising signs and any repairs to the fence areas (if warranted) at the Willmar Civic Center Baseball/Softball Complex in the City of Willmar.

IN WITNESS WHEREOF, the City of Willmar and the WSA have signed this agreement as of the date and the first year above written.

CITY OF WILLMAR

WILLMAR SOFTBALL ASSOCIATION

By _____
Douglas E. Reese, Mayor

By _____

By _____
Leslie Valiant, City Administrator

By _____



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.I.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Advertisement Agreement with the Willmar High School Softball Boosters		

RECOMMENDED ACTION:

Adopt a motion approving the agreement with Willmar High School Softball Boosters to allow advertising signage on the Civic Center Baseball/Softball Fields.

OVERVIEW:

The Willmar High School Softball Boosters have requested authorization to install advertising signage on the outfield fences at Baseball/Softball Fields 1 and 4, as identified in Exhibit A of the agreement. Revenue generated from the sale of advertising will be used by the Willmar High School Softball Boosters to support program activities and contribute to improvements at the softball facilities.

BUDGETARY/FISCAL ISSUES:

Under the terms of the agreement, the Willmar High School Softball Boosters will be responsible for all costs associated with the advertising signage, including production, installation, removal, and any necessary repairs to the fencing resulting from the installation or removal of the signage. The agreement is proposed for a one-year term, effective April 2026 through September 2026, with a contract amount of \$1.00.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement.

ATTACHMENTS:

1. Resolution for Willmar High School Softball Boosters Advertising Agreement
2. Advertising Agreement Civic Center Baseball Softball Fields Willmar High School Softball Boosters
3. Willmar Civic Center Baseball/ Softball Complex

Resolution No. ____

A RESOLUTION APPROVING THE ADVERTISING AGREEMENT WITH THE WILLMAR HIGH SCHOOL SOFTBALL BOOSTERS FOR ADVERTISING RIGHTS AT THE WILLMAR CIVIC CENTER SOFTBALL FIELDS

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 Mayor and City Administrator of the City of Willmar are hereby authorized to approve the agreement with the Willmar High School Softball Boosters for advertising rights at the Willmar Civic Center Softball Fields.

Dated this 16th Day of March, 2026

Mayor

Attest:

City Clerk

**AGREEMENT FOR THE DELEGATION OF ADVERTISING SALES
IN THE CITY OF WILLMAR**

THIS AGREEMENT is made this _____ day of _____, 20____
between the City of Willmar (City) and WILLMAR HIGH SCHOOL SOFTBALL
BOOSTERS, a Minnesota nonprofit corporation (WHSSB).

PREAMBLE

WHEREAS, the City is the owner of the Willmar Civic Center Baseball/Softball
Complex, of which WHSSB is the primary tenant of Fields 1 and 4.

WHEREAS, the WHSSB desires to arrange for and manage more efficiently the
sale of advertising banners at the City-owned Willmar Civic Center Baseball/Softball
Complex on Fields 1 and 4, excluding 40 feet in foul territory at both fields, as depicted
in Exhibit A.

WHEREAS, pursuant to Minn. Stat. § 471.16, the City of Willmar finds it
desirable to cooperate with and delegate to WHSSB the specific authority to serve as the
CITY OF WILLMAR’s agent for the purpose of arranging the sale of advertising space
for the portion of the facility known as the “Willmar Civic Center Baseball/Softball
Complex” to be sold on the fences, by the WHSSB, in the Willmar Civic Center
Baseball/Softball Complex of the City of Willmar, shown in Exhibit A.

NOW, THEREFORE, it is agreed as follows:

SECTION I.

ADVERTISING RIGHTS

In consideration of the benefits recited herein, the City of Willmar delegates and
gives authority to the WHSSB, the right to arrange for, promote, and sell advertising
space within the Willmar Civic Center Baseball/Softball Complex of the City of Willmar.
This agreement expressly includes and reserves to the WHSSB all rights to sell and

arrange for advertising upon the fences at Fields 1 and 4 of the Willmar Civic Center Baseball/Softball Complex, excluding 40 feet in foul territory at both fields, as shown in Exhibit A; provided, however, that WHSSB shall use any proceeds of such advertising sales solely in furtherance of Willmar High School Softball Boosters' operations and programming.

SECTION II.
TERM OF AGREEMENT

This agreement shall be in full force and effect for the period starting March 15th, 2026, until September 15th, 2026.

SECTION III.
SCOPE OF AUTHORITY DELEGATED

The City of Willmar delegates to the WHSSB the right to sell, arrange for, and contract for the advertising defined herein in the Willmar Civic Center Baseball/Softball Complex during the term of this agreement. This agreement will be presented to the Parks and Recreation Director, then to the Parks and Recreation Board, and finally to the City Council for approval.

SECTION IV.
RESERVED RIGHTS

The City of Willmar reserves the right to specifically approve all Willmar Civic Center Baseball/Softball Complex advertising sold by the WHSSB during the term of this agreement, and it meets all city ordinances. No advertising signs shall be erected or placed until approval from the Parks and Recreation Director has been given. The parties agree that the City of Willmar, by permitting WHSSB to sell and install advertising at the Willmar Civic Center Baseball/Softball Complex, does not create a forum for public speech protected by the United States or Minnesota constitutions. In furtherance of the

City of Willmar’s objectives of minimizing chances of abuse, the appearance of favoritism, and the risk of imposing on a captive audience, the Owner hereby reserves the right to reject any banner, sign, or other advertising media that it deems inappropriate or offensive, and expressly prohibits the display of political signage in any portion of the Willmar Civic Center Baseball/Softball Complex, or its grounds. This prohibition includes any materials endorsing or promoting or otherwise related to candidates for political office or political parties.

SECTION V
PAYMENT

In consideration of the privileges delegated by this agreement, the WHSSB will pay the City of Willmar a base fee of \$1.00.

SECTION VI
INSTALLATION AND REMOVAL OF ADVERTISING

The City of Willmar reserves the authority to approve the design/wording/layout, and specific placement of all advertising during the term of this agreement, and the WHSSB is responsible for the installation and removal of all advertising upon expiration of this agreement. The WHSSB shall be responsible for paying all costs for the design, fabrication, and installation of all advertising signs and any repairs to the fence areas (if warranted) at the Willmar Civic Center Baseball/Softball Complex in the City of Willmar.

IN WITNESS WHEREOF, the City of Willmar and the WHSSB have signed this agreement as of the date and the first year above written.

CITY OF WILLMAR

THE WILLMAR HIGH SCHOOL
SOFTBALL BOOSTERS

By _____
Douglas E. Reese, Mayor

By _____

By _____
Leslie Valiant, City Administrator

By _____



40 feet

40 feet

Field 1

Field 4

95-901-0200

Willmar

Field 2

Field 3

CITY OF WILLMAR

Transportation Rd NE

Civic Center Dr NE



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Concession Stand Agreement with the Willmar High School Softball Boosters		

RECOMMENDED ACTION:

Adopt a motion approving the agreement with the Willmar High School Softball Boosters for the use and operation of the concession stand at the Civic Center Baseball/Softball Fields

OVERVIEW:

The Willmar High School Softball Boosters have requested authorization to utilize the concession stand at the Civic Center Baseball/Softball Fields during the high school softball season. The Boosters will operate the concession stand to provide food and beverage service during games and related activities, with proceeds supporting the Willmar High School softball program.

BUDGETARY/FISCAL ISSUES:

Under the terms of the agreement, the Willmar High School Softball Boosters will be responsible for all costs associated with operating the concession stand, including the purchase of food and beverage items, supplies, staffing, and routine facility cleanup. The Boosters will also be responsible for ensuring the concession stand area is maintained in good condition and for any necessary cleanup associated with its use. The agreement is proposed for a seasonal term beginning April 1, 2026, and ending May 31, 2026, with a contract amount of \$1.00.

ALTERNATIVES TO CONSIDER:

Don't approve the agreement.

ATTACHMENTS:

1. Resolution for Willmar High School Softball Boosters- Concessions
2. Willmar High School Softball Boosters Concessions Stand Lease

RESOLUTION NO. ____

**RESOLUTION APPROVING THE CONCESSION STAND AGREEMENT WITH THE WILLMAR HIGH SCHOOL
SOFTBALL BOOSTERS**

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to approve the concession stand agreement with the Willmar High School Softball Boosters.

Dated this 16th day of March, 2026

Douglas E. Reese, Mayor

Attest:

CITY CLERK

CONCESSION STAND LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF WILLMAR**, a municipal corporation under the laws of the State of Minnesota, (hereinafter the “**City**”), and **WILLMAR HIGH SCHOOL SOFTBALL BOOSTERS**, a Minnesota non-profit corporation, (hereinafter the “**WHSSB**”), (collectively the “**Parties**”).

WHEREAS, the City of Willmar is the owner of the Willmar Civic Center Softball Fields and the Softball Concessions Stand located at the Civic Center complex at 2707 Arena Drive, Willmar, MN 56201, and permits the use of the Willmar Civic Center Softball Concessions Stand for Sporting Events; and

WHEREAS, WHSSB desires to lease the Softball Concession Stand located at the Willmar Civic Center Softball Fields for the preparation and sale of food and beverages during softball games held at the Willmar Civic Center Softball Fields for the benefit and convenience of the general public in attendance during softball games.

NOW, THEREFORE, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the City and Tenant hereby agree as follows:

ARTICLE ONE **Defined Terms**

As used in this Lease, the following terms shall have the specific meanings as defined herein, unless otherwise indicated below:

1.1 “City” or “Landlord” means the City of Willmar, having as its address for notice purposes 333 6th Street Southwest, Willmar, MN 56201; Attention: City Administrator.

1.2 “WHSSB or Tenant” means the Willmar High School Softball Boosters, a Minnesota nonprofit corporation, having as its address for notice purposes 2800 1ST Street South, Suite 207, Willmar, MN 56201.

1.3 “Premises” or “Property” means the Softball Concession Stand owned by the City and located at the Willmar Civic Center Softball Fields at the Civic Center complex at 2707 Arena Drive, Willmar, MN 56201 and shall include all areas, permanent and temporary, from which food and beverages are sold to the public and shall mean the areas used to store, prepare, or provide other goods for Concession Services.

1.4 “Concession Services” shall mean the preparation and provision of all food and beverages concessions during a Sporting Event.

1.5 “Sporting Event” shall mean any softball/baseball-related event involving all age groups (high school-level, youth-level, etc.) scheduled at the Willmar Civic Center Softball Fields in accordance with Section 3.3.

ARTICLE TWO
Grant of Rights and Term

2.1 Grant. The City as Landlord grants and WHSSB as Tenant accepts, for and in consideration of the payments and agreements of Tenant contained herein, a lease of the Premises on the terms and conditions contained in this lease.

(a) Tenant shall have the exclusive right to occupy and use the Premises for the purpose of providing Concession Services during Sporting Events, for the duration of the Term, subject to the terms, conditions and provisions of this Lease.

(b) Tenant shall have no rights to use the Premises other than those rights specifically granted in this Lease.

(c) Tenant, having toured the Premises, hereby represents as of the date of this Lease that nothing has come to its attention to cause it to believe that the Premises will not be, as of the Effective Date, in all material respects, fit for their intended purposes and reasonably suitable for use hereunder.

2.2 Term. The term of this Lease shall commence on April 1, 2026 (the “Effective Date”) and end on May 31, 2026 (the “Expiration Date”) unless terminated prior to the Expiration Date as provided otherwise in this Lease. Except as otherwise provided in this Lease, termination of this Lease prior to the Expiration Date requires the agreement of the City and the Tenant.

ARTICLE THREE
Permitted Use and Scheduling

3.1 Tenant’s Permitted Use. Tenant shall use the Premises to provide Concession Services during Sporting Events or other events as approved by the City of Willmar Parks and Recreation Department. In providing Concession Services, Tenant shall use reasonable efforts consistent with industry standards to not allow any activity that is unlawful, creates any nuisance or fire hazard, or will damage or otherwise have a deleterious effect upon the Willmar Civic Center Softball Fields or the reputation of the Willmar Civic Center Softball Fields or the City of Willmar. Tenant shall use the Premises in compliance with all applicable Laws.

3.2 Nuisance and Waste. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. More specifically, Tenant shall not use or store any noxious chemicals on the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

3.3 Scheduling. The City of Willmar Parks and Recreation Department shall be responsible for scheduling all Sporting Events. Tenant shall coordinate and cooperate with the

City's Facility Coordinator in providing Concession Services for all Sporting Events as requested or mutually agreed by the City.

3.4 Concession Operating Dates. Tenant agrees to provide Concession Services on all dates as required by the City for Sporting Events in coordination with the City of Willmar Parks and Recreation Department Facility Coordinator.

ARTICLE FOUR
Responsibilities of the City and Tenant

4.1 City Responsibilities. The City's obligations and responsibilities shall include:

- (a) providing all equipment necessary for the provision of Concession Services as listed in Exhibit A;
- (b) contracting for all utilities serving the Premises, including but not limited to, electricity, fuel oil, gas services, telephone, trash collection, water, sewer service, storm sewer service, cable or satellite television, internet connection fees or any other like utilities;
- (c) entering into contracts with vendors for provision of all necessary food and beverages for Tenant's Concession Services on a per unit basis and providing Tenant with a list of such vendors (Tenant shall be responsible for ordering sufficient quantities of food and beverages as necessary for Tenant's Concession Services);
- (d) maintaining all licenses necessary to operate and serve food and beverages from the Premises and allowing Tenant to act as agents of the City for the purposes of the license held by the City; and
- (e) training Tenant's staff who will be operating the Premises and providing Concessions Services.

4.2 Tenant's Responsibilities. Tenant shall take all actions reasonably necessary or desirable for the operation, and provision of Concession Services at the Willmar Civic Center Softball Fields Concession Stand, in accordance with all Laws and the terms and conditions of this Lease. Except as otherwise provided in this Lease, Tenant shall be solely responsible for all costs associated with the management, operation, and provision of Concession Services at the Premises. The City shall not be obligated to pay for any expenses associated with the management, operation, or provision of Concession Services at the Premises unless specifically set forth in this Lease. Without limiting the generality of the foregoing, Tenant's obligations and responsibilities shall include:

- (a) collecting all gross revenues generated by providing Concession Services;

(b) using equipment, supplies or personal property provided by the City pursuant to the City's policies governing the use of such equipment;

(c) arranging for personnel reasonably needed to staff and maintain its Concession Services operation, including adequate staffing of Premises during all Sporting Events, and such other personnel necessary for the successful management, operation, and provision of Concession Services;

(d) establishing the price of any charges for goods and services related to Concession Services;

(e) ordering, stocking, preparing, and paying for all goods and services related to Concession Services from City-approved vendors as referenced in Section 4.1(c), and maintaining title to said goods;

(f) operating under all City of Willmar, Kandiyohi County and the State of Minnesota licenses obtained by the City to serve food and beverages;

(g) keeping the Premises in good condition and repair and in a safe, clean, attractive, and high-quality manner consistent with and meeting the standards and specifications established by similarly situated concession stands and all applicable health and building codes.

4.3 Reimbursement to City. To the extent Tenant fails to timely pay costs and expenses under this Article, and the City pays any such costs on behalf of Tenant, Tenant shall reimburse the City for the same within thirty (30) days of the date the City bills Tenant therefore.

4.4 Liquor Sales Prohibited. Tenant shall not permit the sale of alcohol or liquor at the Premises.

ARTICLE FIVE

Maintenance, Repair, and Improvements

5.1 Concession Services Operations and Cleanup. Tenant shall be responsible for conducting setup and cleanup of the Premises prior to and following every provision of Concession Services.

5.2 Responsibility for Damage. Tenant shall bear maintenance or repair costs for damage to the Premises caused by acts or omissions Tenant, its agents, employees, contractors, guests or invitees.

5.3 Improvements. Tenant shall not make material alterations or improvements to the Premises without the written consent of the City. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of Tenant and shall become the property of the City at termination of the Lease without compensation to Tenant.

5.4 Signage. Tenant shall not place or maintain any signs on the Premises, without authorization by the City.

5.5 Mechanic's Liens. Tenant shall allow no mechanic's liens to be incurred or filed against the Premises. Tenant shall promptly pay for all alterations and improvements, which it may make under this Lease that are approved by the City, and shall save and hold harmless the City from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by Tenant hereunder. Tenant may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. Tenant shall indemnify the City against any loss or liability by reason of such contest.

5.6 Reserved Rights as Landlord. The City reserves the following rights:

(a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and

(b) to enter to verify use of the Premises.

The City may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent or affecting Tenant's obligations hereunder.

ARTICLE SIX **Financial Provisions**

6.1 Payments by Tenant. Tenant shall, for the entire Lease Term, pay to the City without demand, Rent in the amount of \$1.00 per year. Payment of Rent shall be made on or before the Effective Date.

6.2 Revenues. Tenant shall keep all gross revenues generated through its Concessions Services.

ARTICLE SEVEN **Subcontracting and Assignment**

7.1 Assignment. Tenant shall not assign their responsibilities under this Lease to any third party without first obtaining the written consent of the City to such assignment.

ARTICLE EIGHT

Quiet Possession and Subordination

8.1 The City covenants that Tenant, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the leased Premises for the term of the Lease. Except as herein provided, the City shall deliver possession of the Premises in the condition required by this Lease on the Commencement Date. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises are in the agreed condition at the commencement of the Lease term. Tenant acknowledges that it has inspected the Premises and, accepts the Premises in an “as is” condition.

8.2 This Lease is subject and subordinate to all present or future financial encumbrances on the Premises and is further subject to all present and future easements, conditions and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of the City or Tenant; provided, however, that Tenant shall at any time hereafter, at the request of the City or any lien holder, or any purchaser of the Premises, execute any instruments that may be required, and Tenant hereby irrevocably authorizes the City to execute and deliver in the name of Tenant any such instrument if Tenant fails to do so.

ARTICLE NINE **Indemnification**

9.1 Tenant Indemnification of City. Tenant shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by Tenant’s agents or employees, with respect to Tenant’s performance of its obligations under this Lease or its presence on or use of the Premises. Tenant shall defend the City against the foregoing, or litigation in connection with the foregoing, at Tenant’s expense, with counsel reasonably acceptable to the City. The City, 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 the City or any of its officials, employees or agents. All indemnification obligations shall survive termination, expiration or cancellation of this Lease.

9.2 Assumption of Risk. Tenant knows, understands, and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Tenant as a result of Tenant’s use of the Premises, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

9.3 No Third-Party Right of Action. Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against Tenant or the

City. The services of Tenant under this Lease are being performed solely for City's benefit, and no other entity shall have any claim against Tenant because of this Lease or the performance or nonperformance of services provided hereunder.

ARTICLE TEN
Insurance

10.1 City's Required Insurance. The City shall maintain property insurance on Premises, at the City's expense.

10.2 Tenant's Required Insurance. Tenant shall, at its expense, maintain in effect commercial general liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minn. Stat. § 466.04 (\$1,500,000 per occurrence).

10.3 Tenant shall observe and comply with all the requirements of all policies of comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

10.4 Additional Requirements.

(a) All policies required of Tenant in this Article shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable).

(b) All policies required of Tenant shall name the City as an additional insured under the policy.

(c) All policies required of Tenant in this Article shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to the City.

10.5 Certificates of Insurance. The insuring company or Tenant shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. If Tenant fails to give such certificate of insurance to the City within ten (10) days after execution of this Lease, this Lease shall be null and void. The amounts of insurance coverage available to Tenant shall be the amounts stated herein or the amounts as stated in Tenant's insurance certificate, whichever is greater.

10.6 The City reserves the right to terminate this Lease pursuant to Article Eleven in the event that insurance requirements are not maintained or required as provided herein during the term of this Lease.

ARTICLE ELEVEN
Default and Remedies

11.1 Tenant Default. If Tenant shall default in the payment of any sum required to be paid by Tenant under this Lease and such default shall continue for fifteen (15) days after written notice to Tenant, or if Tenant shall default in the observance or performance of any other covenants or conditions in this Lease, which Tenant is required to observe or perform, and such default shall continue for fifteen (15) days after written notice to Tenant, or if a default involves a Hazardous Condition and is not cured by Tenant immediately upon written notice to Tenant, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to Tenant or any other person, terminate this Lease and immediately resume exclusive possession of the Premises, in addition to all other rights and remedies provided at law or in equity.

11.2 City Default. If the City shall default in the payment of any sum required to be paid by the City to Tenant under this Lease, or if the City shall default in the observance or performance of any of the other covenants, obligations or conditions in this Lease, which the City is required to observe or perform, and such default shall continue for 15 days after written notice to the City, then Tenant may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may terminate this Lease, in addition to all other rights and remedies provided at law or in equity.

ARTICLE TWELVE
Surrender of Possession and Holding Over

12.1 Surrender of Possession. Upon the termination of the Lease Term, Tenant shall immediately surrender the Premises (together with any alterations and improvements that are not severable) to the City in good order, repair and condition, ordinary wear and fire or casualty losses for which Tenant is not responsible excepted, and shall remove all equipment, trade fixtures and other items of Tenant's property from the Premises. Tenant shall pay the City upon demand the cost of repairing any damage to the Premises caused by such removal. Tenant shall leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. If Tenant fails or refuses to remove its property from the Premises, Tenant shall be presumed to have abandoned the property and the City may dispose of the property without incurring liability, at Tenant's expense.

ARTICLE THIRTEEN
Miscellaneous

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

13.2 Authorized Signatories. The Parties each represent and warrant to the other that (1) the persons signing this Lease are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Lease

against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

13.3 Relationship of Parties. No statement contained in this Lease shall be construed so as to find Tenant or its volunteers, agents or employees to be an employee of the City, and Tenant and its volunteers, agents or employees shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

13.4 No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of the City and Tenant and no third party shall have any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

13.5 Notices. All notices required under the terms of this Lease shall be deemed to have been properly served or given three days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or two days after deposit in a nationally recognized overnight courier service, addressed to the City or Tenant at the addresses identified in Article One or to such other address within the continental limits of the United States and to the attention of such Party as the Parties may from time to time designate by written notice to the other Parties.

13.6 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Tenant agrees that the City, 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 Party and involve transactions relating to this Lease. Tenant agrees to maintain these records for a period of six years from the Expiration Date.

13.7 Governing Law. This Lease 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 the Lease without regard to its choice of law or conflict of laws principles.

13.8 Data Practices. The Parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

13.9 Nondiscrimination. Tenant shall not discriminate against any employee, applicant for employment, guests, or invitees. Tenant and their employees and agents shall not discriminate because of race, religion, color, creed, age, disability, sex, national origin, sexual

orientation, or status with regard to public assistance, or as otherwise prohibited by state or federal law, against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall Tenant or their employees and agents publicize the facilities provided under this Lease in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, status with regard to public assistance, or other protected status as described in state or federal law. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Lease as if fully set forth herein.

13.10 Force Majeure. The Parties shall each be excused from performance under this Lease while and to the extent that either of them are unable to perform, because of a Force Majeure. In the event any Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Lease then the Party affected by Force Majeure shall give written notice with explanation to the other Parties immediately.

13.11 Interest by City Officials. No elected or appointed official, officer, or employee of the City or the City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Lease or the proceeds thereof.

13.12 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 Lease 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 Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving Party.

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

13.14 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the City or Tenant arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

13.15 Exhibits. The exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

13.16 Entire Agreement. All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the parties.

13.17 Modification/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by an authorized representative of each of the City and Tenant.

13.18 Execution. This Lease may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Lease, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, as of the day and year first hereinabove written, the Parties have executed this Lease.

**OWNER:
CITY OF WILLMAR**

BY: _____
Douglas E. Reese, Mayor

BY: _____
Leslie Valiant, Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and by _____, respectively the Mayor and City Administrator of the City of Willmar, a municipal corporation and political subdivision of the State of Minnesota, on behalf of the corporate body and pursuant to the authority granted by its City Council.

Notary Public

EXHIBIT A



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.K.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Concession Stand Agreement with the Willmar Softball Association		

RECOMMENDED ACTION:

Adopt a motion approving the agreement with the Willmar Softball Association for the use and operation of the concession stand at the Civic Center Baseball/Softball Fields.

OVERVIEW:

The Willmar Softball Association has requested authorization to utilize the concession stand at the Civic Center Baseball/Softball Fields during the summer softball season. The Association will operate the concession stand to provide food and beverage service during games and related activities, with proceeds supporting the Willmar Softball Association’s programming and related activities.

BUDGETARY/FISCAL ISSUES:

Under the terms of the agreement, the Willmar Softball Association will be responsible for all costs associated with operating the concession stand, including the purchase of food and beverage items, supplies, staffing, and routine facility cleanup. The Association will also be responsible for ensuring the concession stand area is maintained in good condition and for any necessary cleanup associated with its use. The agreement is proposed for a seasonal term beginning June 1, 2026, and ending August 15, 2026, with a contract amount of \$1.00.

ALTERNATIVES TO CONSIDER:

Don’t approve the agreement.

ATTACHMENTS:

1. Resolution for Willmar Softball Association-Concessions
2. Willmar Softball Association Concessions Stand Lease 2026

RESOLUTION NO. ____

RESOLUTION APPROVING THE CONCESSION STAND AGREEMENT WITH THE WILLMAR SOFTBALL ASSOCIATION

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to approve the concession stand agreement with the Willmar Softball Association.

Dated this 16th day of March, 2026

Douglas E. Reese, Mayor

Attest:

CITY CLERK

CONCESSION STAND LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of this ____ day of _____, 2026, by and between the **CITY OF WILLMAR**, a municipal corporation under the laws of the State of Minnesota, (hereinafter the “**City**”), and **WILLMAR SOFTBALL ASSOCIATION**, a Minnesota non-profit corporation, (hereinafter the “**WSA**” or “**Tenant**”), (collectively the “**Parties**”).

WHEREAS, the City of Willmar is the owner of the Willmar Civic Center Softball Fields and the Softball Concessions Stand located at the Civic Center complex at 2707 Arena Drive, Willmar, MN 56201, and permits the use of the Willmar Civic Center Softball Concessions Stand for Sporting Events; and

WHEREAS, WSA desires to lease the Softball Concession Stand located at the Willmar Civic Center Softball Fields for the preparation and sale of food and beverages during softball games held at the Willmar Civic Center Softball Fields for the benefit and convenience of the general public in attendance during softball games.

NOW, THEREFORE, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the City and Tenant hereby agree as follows:

ARTICLE ONE **Defined Terms**

As used in this Lease, the following terms shall have the specific meanings as defined herein, unless otherwise indicated below:

1.1 “City” or “Landlord” means the City of Willmar, having as its address for notice purposes 333 6th Street Southwest, Willmar, MN 56201; Attention: City Administrator.

1.2 “WSA or Tenant” means the Willmar Softball Association, a Minnesota nonprofit corporation, having as its address for notice purposes 3773 17th Street Northeast, Willmar, MN 56201.

1.3 “Premises” or “Property” means the Softball Concession Stand owned by the City and located at the Willmar Civic Center Softball Fields at the Civic Center complex at 2707 Arena Drive, Willmar, MN 56201 and shall include all areas, permanent and temporary, from which food and beverages are sold to the public and shall mean the areas used to store, prepare, or provide other goods for Concession Services.

1.4 “Concession Services” shall mean the preparation and provision of all food and beverages concessions during a Sporting Event.

1.5 “Sporting Event” shall mean any softball/baseball-related event involving all age groups (high school-level, youth-level, etc.) scheduled at the Willmar Civic Center Softball Fields in accordance with Section 3.3.

ARTICLE TWO
Grant of Rights and Term

2.1 Grant. The City as Landlord grants and WSA as Tenant accepts, for and in consideration of the payments and agreements of Tenant contained herein, a lease of the Premises on the terms and conditions contained in this lease.

(a) Except as noted in subparagraph (d) of this Section, Tenant shall have the exclusive right to occupy and use the Premises for the purpose of providing Concession Services during Sporting Events, for the duration of the Term, subject to the terms, conditions and provisions of this Lease.

(b) Tenant shall have no rights to use the Premises other than those rights specifically granted in this Lease.

(c) Tenant, having toured the Premises, hereby represents as of the date of this Lease that nothing has come to its attention to cause it to believe that the Premises will not be, as of the Effective Date, in all material respects, fit for their intended purposes and reasonably suitable for use hereunder.

(d) Tenant shall relinquish its possession and occupancy of the Premises in favor of the Willmar Baseball Association (“WBA”), which will operate the Premises and provide Concessions Services during a youth baseball tournament to be held at the Willmar Civic Center Softball Fields in June. The City shall provide notice of the precise dates on which WBA will have possession of the Premises to Tenant prior to the Effective Date.

2.2 Term. The term of this Lease shall commence on June 1, 2026 (the “Effective Date”) and end on August 15, 2026 (the “Expiration Date”) unless terminated prior to the Expiration Date as provided otherwise in this Lease. Except as otherwise provided in this Lease, termination of this Lease prior to the Expiration Date requires the agreement of the City and the Tenant.

ARTICLE THREE
Permitted Use and Scheduling

3.1 Tenant’s Permitted Use. Tenant shall use the Premises to provide Concession Services during Sporting Events or other events as approved by the City of Willmar Parks and Recreation Department. In providing Concession Services, Tenant shall use reasonable efforts consistent with industry standards to not allow any activity that is unlawful, creates any nuisance or fire hazard, or will damage or otherwise have a deleterious effect upon the Willmar Civic Center Softball Fields or the reputation of the Willmar Civic Center Softball Fields or the City of Willmar. Tenant shall use the Premises in compliance with all applicable Laws.

3.2 Nuisance and Waste. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. More specifically, Tenant shall not use or store any noxious chemicals on the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

3.3 Scheduling. The City of Willmar Parks and Recreation Department shall be responsible for scheduling all Sporting Events. Tenant shall coordinate and cooperate with the City's Facility Coordinator in providing Concession Services for all Sporting Events as requested or mutually agreed by the City.

3.4 Concession Operating Dates. Tenant agrees to provide Concession Services on all dates as required by the City for Sporting Events in coordination with the City of Willmar Parks and Recreation Department Facility Coordinator.

ARTICLE FOUR **Responsibilities of the City and Tenant**

4.1 City Responsibilities. The City's obligations and responsibilities shall include:

- (a) providing all equipment necessary for the provision of Concession Services as listed in Exhibit A;
- (b) contracting for all utilities serving the Premises, including but not limited to, electricity, fuel oil, gas services, telephone, trash collection, water, sewer service, storm sewer service, cable or satellite television, internet connection fees or any other like utilities;
- (c) entering into contracts with vendors for provision of all necessary food and beverages for Tenant's Concession Services on a per unit basis and providing Tenant with a list of such vendors (Tenant shall be responsible for ordering sufficient quantities of food and beverages as necessary for Tenant's Concession Services);
- (d) maintaining all licenses necessary to operate and serve food and beverages from the Premises and allowing Tenant to act as agents of the City for the purposes of the license held by the City; and
- (e) training Tenant's staff who will be operating the Premises and providing Concessions Services.

4.2 Tenant's Responsibilities. Tenant shall take all actions reasonably necessary or desirable for the operation, and provision of Concession Services at the Willmar Civic Center Softball Fields Concession Stand, in accordance with all Laws and the terms and conditions of this Lease. Except as otherwise provided in this Lease, Tenant shall be solely responsible for all costs associated with the management, operation, and provision of Concession Services at the Premises. The City shall not be obligated to pay for any expenses associated with the management, operation, or provision of Concession Services at the Premises unless specifically

set forth in this Lease. Without limiting the generality of the foregoing, Tenant's obligations and responsibilities shall include:

- (a) collecting all gross revenues generated by providing Concession Services;
- (b) using equipment, supplies or personal property provided by the City pursuant to the City's policies governing the use of such equipment;
- (c) arranging for personnel reasonably needed to staff and maintain its Concession Services operation, including adequate staffing of Premises during all Sporting Events, and such other personnel necessary for the successful management, operation, and provision of Concession Services;
- (d) establishing the price of any charges for goods and services related to Concession Services;
- (e) ordering, stocking, preparing, and paying for all goods and services related to Concession Services from City-approved vendors as referenced in Section 4.1(c), and maintaining title to said goods;
- (f) operating under all City of Willmar, Kandiyohi County and the State of Minnesota licenses obtained by the City to serve food and beverages;
- (g) keeping the Premises in good condition and repair and in a safe, clean, attractive, and high-quality manner consistent with and meeting the standards and specifications established by similarly situated concession stands and all applicable health and building codes.

4.3 Reimbursement to City. To the extent Tenant fails to timely pay costs and expenses under this Article, and the City pays any such costs on behalf of Tenant, Tenant shall reimburse the City for the same within thirty (30) days of the date the City bills Tenant therefore.

4.4 Liquor Sales Prohibited. Tenant shall not permit the sale of alcohol or liquor at the Premises.

ARTICLE FIVE

Maintenance, Repair, and Improvements

5.1 Concession Services Operations and Cleanup. Tenant shall be responsible for conducting setup and cleanup of the Premises prior to and following every provision of Concession Services.

5.2 Responsibility for Damage. Tenant shall bear maintenance or repair costs for damage to the Premises caused by acts or omissions Tenant, its agents, employees, contractors, guests or invitees.

5.3 Improvements. Tenant shall not make material alterations or improvements to the Premises without the written consent of the City. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of Tenant and shall become the property of the City at termination of the Lease without compensation to Tenant.

5.4 Signage. Tenant shall not place or maintain any signs on the Premises, without authorization by the City.

5.5 Mechanic's Liens. Tenant shall allow no mechanic's liens to be incurred or filed against the Premises. Tenant shall promptly pay for all alterations and improvements, which it may make under this Lease that are approved by the City, and shall save and hold harmless the City from any and all losses, including attorneys' fees, incurred by reason of mechanic's liens or other claims for skill, labor or material furnished or performed, or claimed to have been furnished or performed, on account of any such alteration or improvement made by Tenant hereunder. Tenant may contest any such mechanic's liens and prosecute all proceedings for the purpose of such contest pursuant to Minn. Stat. § 514.01, et seq. Tenant shall indemnify the City against any loss or liability by reason of such contest.

5.6 Reserved Rights as Landlord. The City reserves the following rights:

(a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and

(b) to enter to verify use of the Premises.

The City may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent or affecting Tenant's obligations hereunder.

ARTICLE SIX

Financial Provisions

6.1 Payments by Tenant. Tenant shall, for the entire Lease Term, pay to the City without demand, Rent in the amount of \$1.00 per year. Payment of Rent shall be made on or before the Effective Date.

6.2 Revenues. Tenant shall keep all gross revenues generated through its Concessions Services.

ARTICLE SEVEN
Subcontracting and Assignment

7.1 Assignment. Tenant shall not assign their responsibilities under this Lease to any third party without first obtaining the written consent of the City to such assignment.

ARTICLE EIGHT
Quiet Possession and Subordination

8.1 The City covenants that Tenant, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the leased Premises for the term of the Lease. Except as herein provided, the City shall deliver possession of the Premises in the condition required by this Lease on the Commencement Date. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises are in the agreed condition at the commencement of the Lease term. Tenant acknowledges that it has inspected the Premises and, accepts the Premises in an “as is” condition.

8.2 This Lease is subject and subordinate to all present or future financial encumbrances on the Premises and is further subject to all present and future easements, conditions and encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Such subordination shall be self-executing without further act on the part of the City or Tenant; provided, however, that Tenant shall at any time hereafter, at the request of the City or any lien holder, or any purchaser of the Premises, execute any instruments that may be required, and Tenant hereby irrevocably authorizes the City to execute and deliver in the name of Tenant any such instrument if Tenant fails to do so.

ARTICLE NINE
Indemnification

9.1 Tenant Indemnification of City. Tenant shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, employees and members and agents, from and against any and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by Tenant’s agents or employees, with respect to Tenant’s performance of its obligations under this Lease or its presence on or use of the Premises. Tenant shall defend the City against the foregoing, or litigation in connection with the foregoing, at Tenant’s expense, with counsel reasonably acceptable to the City. The City, 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 the City or any of its officials, employees or agents. All indemnification obligations shall survive termination, expiration or cancellation of this Lease.

9.2 Assumption of Risk. Tenant knows, understands, and acknowledges the risks and hazards associated with using the Premises for the purposes stated herein and hereby assumes any and all risks and hazards associated therewith. Tenant hereby irrevocably waives any and all claims

against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by Tenant as a result of Tenant's use of the Premises, and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all claims of liability.

9.3 No Third-Party Right of Action. Nothing contained in this Lease shall create a contractual relationship with or a cause of action in favor of a third party against Tenant or the City. The services of Tenant under this Lease are being performed solely for City's benefit, and no other entity shall have any claim against Tenant because of this Lease or the performance or nonperformance of services provided hereunder.

ARTICLE TEN

Insurance

10.1 City's Required Insurance. The City shall maintain property insurance on Premises, at the City's expense.

10.2 Tenant's Required Insurance. Tenant shall, at its expense, maintain in effect commercial general liability insurance with limits not less than the maximum liability limits for a municipality as provided in Minn. Stat. § 466.04 (\$1,500,000 per occurrence).

10.3 Tenant shall observe and comply with all the requirements of all policies of comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

10.4 Additional Requirements.

(a) All policies required of Tenant in this Article shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable).

(b) All policies required of Tenant shall name the City as an additional insured under the policy.

(c) All policies required of Tenant in this Article shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to the City.

10.5 Certificates of Insurance. The insuring company or Tenant shall deliver to the City Administrator certificates of all insurance required, signed by an authorized representative, and stating that all provisions of the specified requirements are satisfied. If Tenant fails to give such certificate of insurance to the City within ten (10) days after execution of this Lease, this Lease shall be null and void. The amounts of insurance coverage available to Tenant shall be the amounts stated herein or the amounts as stated in Tenant's insurance certificate, whichever is greater.

10.6 The City reserves the right to terminate this Lease pursuant to Article Eleven in the event that insurance requirements are not maintained or required as provided herein during the term of this Lease.

ARTICLE ELEVEN
Default and Remedies

11.1 Tenant Default. If Tenant shall default in the payment of any sum required to be paid by Tenant under this Lease and such default shall continue for fifteen (15) days after written notice to Tenant, or if Tenant shall default in the observance or performance of any other covenants or conditions in this Lease, which Tenant is required to observe or perform, and such default shall continue for fifteen (15) days after written notice to Tenant, or if a default involves a Hazardous Condition and is not cured by Tenant immediately upon written notice to Tenant, then the City may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to Tenant or any other person, terminate this Lease and immediately resume exclusive possession of the Premises, in addition to all other rights and remedies provided at law or in equity.

11.2 City Default. If the City shall default in the payment of any sum required to be paid by the City to Tenant under this Lease, or if the City shall default in the observance or performance of any of the other covenants, obligations or conditions in this Lease, which the City is required to observe or perform, and such default shall continue for 15 days after written notice to the City, then Tenant may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may terminate this Lease, in addition to all other rights and remedies provided at law or in equity.

ARTICLE TWELVE
Surrender of Possession and Holding Over

12.1 Surrender of Possession. Upon the termination of the Lease Term, Tenant shall immediately surrender the Premises (together with any alterations and improvements that are not severable) to the City in good order, repair and condition, ordinary wear and fire or casualty losses for which Tenant is not responsible excepted, and shall remove all equipment, trade fixtures and other items of Tenant's property from the Premises. Tenant shall pay the City upon demand the cost of repairing any damage to the Premises caused by such removal. Tenant shall leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. If Tenant fails or refuses to remove its property from the Premises, Tenant shall be presumed to have abandoned the property and the City may dispose of the property without incurring liability, at Tenant's expense.

ARTICLE THIRTEEN

Miscellaneous

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

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

13.3 Relationship of Parties. No statement contained in this Lease shall be construed so as to find Tenant or its volunteers, agents or employees to be an employee of the City, and Tenant and its volunteers, agents or employees shall not be entitled to any of the rights, privileges, or benefits of employees of the City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

13.4 No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the parties, it being understood that the sole relationship created hereby is one of landlord and tenant. No third party is entitled in any way to rely upon any provision in this Lease. This Lease is intended solely for the benefit of the City and Tenant and no third party shall have any rights or interest in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

13.5 Notices. All notices required under the terms of this Lease shall be deemed to have been properly served or given three days after their deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid, or two days after deposit in a nationally recognized overnight courier service, addressed to the City or Tenant at the addresses identified in Article One or to such other address within the continental limits of the United States and to the attention of such Party as the Parties may from time to time designate by written notice to the other Parties.

13.6 Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Tenant agrees that the City, 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 Party and involve transactions relating to this Lease. Tenant agrees to maintain these records for a period of six years from the Expiration Date.

13.7 Governing Law. This Lease 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 the Lease without regard to its choice of law or conflict of laws principles.

13.8 Data Practices. The Parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

13.9 Nondiscrimination. Tenant shall not discriminate against any employee, applicant for employment, guests, or invitees. Tenant and their employees and agents shall not discriminate because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, or status with regard to public assistance, or as otherwise prohibited by state or federal law, against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall Tenant or their employees and agents publicize the facilities provided under this Lease in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, creed, age, disability, sex, national origin, sexual orientation, status with regard to public assistance, or other protected status as described in state or federal law. The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Lease as if fully set forth herein.

13.10 Force Majeure. The Parties shall each be excused from performance under this Lease while and to the extent that either of them are unable to perform, because of a Force Majeure. In the event any Party is rendered unable wholly or in part by Force Majeure to carry out its obligations under this Lease then the Party affected by Force Majeure shall give written notice with explanation to the other Parties immediately.

13.11 Interest by City Officials. No elected or appointed official, officer, or employee of the City or the City shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Lease or the proceeds thereof.

13.12 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 Lease 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 Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving Party.

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

13.14 Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the City or the Tenant arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

13.15 Exhibits. The exhibits attached to this Lease are considered an integral part of it as if fully set forth within it.

13.16 Entire Agreement. All prior understandings, letters of intent, discussions and agreements are merged in the governing terms of this Lease, which is a complete and final written expression of the intent of the parties.

13.17 Modification/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Lease shall only be valid when they have been reduced to writing, and signed by an authorized representative of each of the City and Tenant.

13.18 Execution. This Lease may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Lease, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

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EXHIBIT A



City Council Action Request

Council Meeting Date:	March 16, 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:	Planning Commission and Zoning Appeals Board Applicants		

RECOMMENDED ACTION:

Approve Jason Kowalczyk to the Planning Commission and Nathan Cooley to the Zoning Appeals Board.

OVERVIEW:

Mayor Reese has approved forwarding Planning Commission applicant, Jason Kowalczyk, and Zoning Appeals Board applicant, Nathan Cooley.

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

[Print](#) [Del](#)

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

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

Assigned To: Leslie Valiant

Due Date: Open

Status: Open

Priority: Normal



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	* First Name	* Last Name
10/07/2025	Jason	Kowalczyk
Format: MM/DD/YYYY		
* Address		* City
1201 9th St SE		WILLMAR
* Phone	* Email	
3209059291	i.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



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 16, 2026	Agenda Item Number:	5.M.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Liquor License Renewals		

RECOMMENDED ACTION:

Approve the Liquor License Renewal Applications from April 25, 2026, to April 25, 2027, Pending Police Department Approval, on a Roll Call Vote.

OVERVIEW:

The City Council approves liquor licenses on an annual basis.

The following establishments are requesting renewal of their current Liquor Licenses:

On-Sale

- American Legion Post 167
- Applebees's Neighborhood Grill & Bar
- Eagle Creek Golf Club
- Finstad-Week Post 1639
- Grizzly's Grill N' Saloon
- Holiday Inn / Green Mill Willmar
- Jimmy P's
- Ruff's Wings & Sports Bar
- Willmar Indoor Golf

Brew Pub Off-Sale/On-Sale

- Foxhole Brewhouse

On-Sale Wine

- Giliberto's No. 6 Inc
- Glacial Ridge Curling
- Golden Palace Restaurant
- Jake's Pizza
- The Barn Theatre

On-Sale Club

- Willmar Frat. Order of Eagles
- Willmar Elks Lodge

Off-Sale

- Cash Wise Liquor
- Cub Foods
- Walmart
- West Side Liquor
- West Side Market

Brewer Off-Sale / Taproom On-Sale

- Intuition Brewery

On-Sale 3.2% Intoxicating Malt Liquor

- Giliberto's No. 6 Inc.
- Glacial Ridge Curling
- Golden Palace Restaurant
- Jake's Pizza
- KRA Speedway
- The Barn Theatre

Valley Golf of Willmar Inc.
Willmar WarHawks

Valley Golf of Willmar Inc.
Willmar WarHawks

BUDGETARY/FISCAL ISSUES:

\$48,400.00 application fees

ALTERNATIVES TO CONSIDER:

1. Deny the serving of alcohol at these establishments

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.N.
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:	Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Green Mill Willmar		

RECOMMENDED ACTION:

Approve the Civic Center Arena Special Event by On-Sale Liquor License Holder Permit, Pending Police Department Approval, on a Roll Call Vote

OVERVIEW:

The Civic Center has rented space to Lakeland Media to hold The Home and Outdoor Living Expo Event on April 10 & 11, 2026, with plans to serve alcohol during this event. A Civic Center Arena Special Event Permit is required to distribute or consume alcohol on the Civic Center grounds for this event. TPI Core, Inc. dba Green Mill Willmar has applied for this permit with an on-site employee listed as Phillip Mann.

BUDGETARY/FISCAL ISSUES:

\$100.00 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during their event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.O.
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, 2/26/2026 - 3/11/2026		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

- 02.26.26-03.11.26 Ck 76879-76986

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103696	ACE ROLLOFFS & DISPOSAL	237/03-26	76879	52.70	Garbage Service
103696	ACE ROLLOFFS & DISPOSAL	231/03-26	76879	46.15	Section D Parks garbage service
103696	ACE ROLLOFFS & DISPOSAL	238/03-26	76879	129.48	City Hall garbage service
103696	ACE ROLLOFFS & DISPOSAL	239/03-26	76879	202.64	Public Works garbage service
103696	ACE ROLLOFFS & DISPOSAL	240/03-26	76879	24.35	Wastewater garbage service
103696	ACE ROLLOFFS & DISPOSAL	241/03-26	76879	209.71	Wastewater Plant garbage service
103696	ACE ROLLOFFS & DISPOSAL	236/03-26	76879	361.55	March Garbage Rec fields
103696	ACE ROLLOFFS & DISPOSAL	235/03-26	76879	146.02	march garbage events/rec center
103696	ACE ROLLOFFS & DISPOSAL	234/03-26	76879	154.51	march garbage civic center
103696	ACE ROLLOFFS & DISPOSAL	233/03-26	76879	99.36	march garbage comm center
103557	AMAZON CAPITAL SERVICES	1FTT-FDF9-4RWQ	76880	12.44	Ibuprofen & Acetaminophen
103557	AMAZON CAPITAL SERVICES	1JCG-6HGP-CKCA	76880	279.98	Batting Cage Mats
103557	AMAZON CAPITAL SERVICES	1D3W-V96H-T3TW	76880	54.55	bulletin board for civic center
103557	AMAZON CAPITAL SERVICES	1XNJ-Y33R-GYRC	76880	84.95	General Supplies- Daddy Daughter Dance
103557	AMAZON CAPITAL SERVICES	1C3G-9MNT-VJNR	76880	22.12	RIBBON
103557	AMAZON CAPITAL SERVICES	1FMX-MFYJ-F9HW	76880	167.37	Lock out Tag out
103557	AMAZON CAPITAL SERVICES	19RQ-3NJG-LPQD	76880	77.93	dd and clips
103557	AMAZON CAPITAL SERVICES	1VXX-CXP7-MFNM	76880	1,012.70	Podium, Frames, Sandwich Board
103557	AMAZON CAPITAL SERVICES	1MMW-FXLD-LX63	76880	16.99	hooks
103557	AMAZON CAPITAL SERVICES	1KYH-T3RT-PMHF	76880	97.83	puzzles
103557	AMAZON CAPITAL SERVICES	19DX-FG11-LY17	76880	84.99	Scanner
103557	AMAZON CAPITAL SERVICES	1MMW-FXLD-6DJW	76880	9.10	Pre-inked shutter stamp approved
103557	AMAZON CAPITAL SERVICES	1NJ1-4R4D-6LQV	76880	5.88	Office Supplies
103557	AMAZON CAPITAL SERVICES	1FXY-TK9F-6R1Y	76880	33.24	(3) Wired headset for Public Works
103557	AMAZON CAPITAL SERVICES	1QRX-X6LY-F6G9	76880	53.97	sign holder stand
103557	AMAZON CAPITAL SERVICES	1HFV-DV7T-3NXY	76880	80.55	Toilet paper
103557	AMAZON CAPITAL SERVICES	1TCY-M7XL-JVM1	76880	54.89	10 Pcs Dresser Crystal Knobs
103557	AMAZON CAPITAL SERVICES	16K7-WC6M-41GW	76880	477.47	Cabinet, filing cabinet, folders
100057	AMERICAN WELDING & GAS INC	0011503977	76881	79.33	Welding gas
100057	AMERICAN WELDING & GAS INC	0011516327	76881	1,057.88	Fire extinguisher refills and testing
100057	AMERICAN WELDING & GAS INC	0011480526	76881	316.32	Work gloves
102954	ANDERSON LAW OFFICES	2873	76882	25,801.00	City Legal Services Feb 2026
103499	ARROW LIFT	P-SI71914	76883	300.00	Contract Renewal
103946	ARVIG	STMT/02-26	76884	3,850.00	Leased Fiber - March
100075	AT&T MOBILITY	GBY022026	76885	18.90	FirstNet backups Feb
100075	AT&T MOBILITY	87296610156X03032026	76886	1,860.92	FirstNet Jan/Feb
103610	AUSTIN INCORPORATED	51760	76887	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	51857	76887	120.00	Septic Pumping
102793	AUTO TECH ALIGNMENTS & MORE	29324	76888	115.00	Alignment
100131	AVENU INSIGHTS & ANALYTICS	INVB-069169	76889	2,310.00	Application Hosting - Software Feb 2026
100131	AVENU INSIGHTS & ANALYTICS	INVB-068581	76889	2,310.00	Application Hosting - January
102860	BATTERY WHOLESALE INC	283782WIL	76890	11.30	UPS battery
100103	BERNICK'S PEPSI-COLA CO	I85633	76891	210.99	Coffee
101010	BOLTON & MENK INC	0388657	76892	675.00	PFAS Reduction Grant Prof. Svcs
101010	BOLTON & MENK INC	0389100	76892	2,000.00	Runway 13/31 Lighting System Replacement
104021	Braakholter LLC	15530126	76893	2,529.76	Concessions
100117	BRAUN INTERTEC CORPORATION	IN1007632	76894	6,907.00	Robbins Amphitheater Project- Soil Boring
101980	BSE	932051413	76895	26.76	Exit sign
103851	CENTRAL LAKES MENTAL HEALTH	020226	76896	155.00	Mental Health Services
100150	CENTRAL TIRE AND AUTO INC	106810	76897	166.49	Diagnose No Start
100150	CENTRAL TIRE AND AUTO INC	106828	76897	464.83	R&R Fuel Pump
100154	CHAMBERLAIN OIL CO	540610-00	76898	87.48	Car wash soap
100156	CHAPPELL CENTRAL INC	SVC-128374	76899	162.00	Town boiler repair
100156	CHAPPELL CENTRAL INC	SVC-129321	76899	684.20	svr on heater
100156	CHAPPELL CENTRAL INC	SVC-129011	76899	58.28	svr on heat exchange
100736	CHARTER COMMUNICATIONS	224360801030126	76900	563.89	Mar Phone/Rice Park Internet
104070	Column Software PBC	F2DDD318-0005	76901	278.88	Lighting System Replacement Public Notice
104070	Column Software PBC	B15E1683-0133	76901	71.05	Ordinance updating Sanitary Sewer Notice
104070	Column Software PBC	B15E1683-0135	76901	86.28	Charter Amendment Ordinance
104070	Column Software PBC	B15E1683-0134	76901	86.11	Ordinances Notice - GO Tax Abatement
103677	COORDINATED BUSINESS SYSTEMS	41398128	76902	69.19	CVB-Managed Print

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103655	DITTRICH/COLETON	031126	76903	160.00	Meal Reimbursements while at training
103979	DONAHOE/THOMAS	031126	76904	150.00	Volleyball Official
100212	DOOLEY'S PETROLEUM INC	840260	76905	24,922.89	Diesel and unleaded fuel
100212	DOOLEY'S PETROLEUM INC	6092830	76905	579.91	Finance Charge
104183	DSC Communications	2602819	76906	80.00	Reboot informer / timer
104041	Environmental Systems Research Institute, Inc.	26325185	76907	1,606.00	ArcGIS annual subscription
101567	ETTERMAN ENTERPRISES	382609	76908	23.09	Stainless Nuts
101567	ETTERMAN ENTERPRISES	382316	76908	197.88	Paint
102443	EXCEL OVERHEAD DOOR	45993	76909	702.00	Spare garage door springs
102443	EXCEL OVERHEAD DOOR	46010	76909	4,487.00	Garage door spring replacement
100810	FERGUSON ENTERPRISES INC	2371522	76910	816.84	Water heater front shop/ plumbing fittings
100775	FIRST CHOICE FOOD & BEVERAGE	2107:042466	76911	668.64	Concessions
101449	FLAHERTY & HOOD P.A.	24648	76912	9,510.84	Feb 2026 General Municipal, Environmental Matters
101449	FLAHERTY & HOOD P.A.	24701	76912	2,096.25	Feb 2026 Labor/Employment Consultation Services
102973	FLEETPRIDE	132404975	76913	98.74	Filters
102973	FLEETPRIDE	132722667	76913	387.00	Filters
102973	FLEETPRIDE	132749741	76913	83.92	Filter
102973	FLEETPRIDE	132791485	76913	138.71	Filters
102973	FLEETPRIDE	132791212	76913	64.42	Filter
102973	FLEETPRIDE	132791209	76913	41.79	Filter
100293	GENERAL MAILING SERVICES	76479	76914	84.22	CVB-Guides Postage
100293	GENERAL MAILING SERVICES	76527	76914	33.55	Postage
100786	GRAINGER INC	9813774610	76915	35.92	Exit signs
100786	GRAINGER INC	9811889840	76915	42.15	Safety signs
100324	HAUG IMPLEMENT CO - JOHN DEERE	545603	76916	55.81	Seals, SMV Sign
100325	HAWKINS INC	7351466	76917	562.53	Bleach
100325	HAWKINS INC	7348638	76917	10,792.40	Ind. ferric
100325	HAWKINS INC	7351087	76917	10,948.00	Ind. ferric
102036	HEGLUND CATERING	17184	76918	199.05	CVB-Board Lunch
103874	HENRY SCHEIN, INC	53530923	76919	177.42	Medical supplies
103650	HIGHLAND PRODUCTS GROUP LLC	310045700	76920	5,843.08	Bench for Sperry Park
100333	HILLYARD\HUTCHINSON	90055295	76921	(40.00)	Credit on freight return
100333	HILLYARD\HUTCHINSON	90064261	76921	71.21	Toilet paper
103936	HOFFMAN CONSTRUCTION CO. LLC	INV540	76922	2,483.50	Shut off replacement CCDR
103396	IDEAL SERVICE INC	14003	76923	1,243.00	Drive maintenance
103396	IDEAL SERVICE INC	13998	76923	550.00	Troubleshoot RWW 3 VFD
102486	IN CONTROL INC	S-INV03453	76924	1,418.40	RWW 3 drive programming
103023	INNOVATIVE OFFICE SOLUTIONS	IN5070403	76925	91.98	paper
103355	JOHANNECK WTR CONDITIONING INC	145558	76926	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	145647	76926	16.00	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	145868	76926	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	145870	76926	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	146106	76926	39.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	146385	76926	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	146387	76926	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-223	76926	2.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-211	76926	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-098	76926	46.00	Water cooler rental
100867	KANDI STEEL AND FAB	8084	76927	82.52	Round Tubing
103138	KING'S ELECTRIC LLC	3632	76928	120.00	Electrical work for air compressor(vehicle storage)
103138	KING'S ELECTRIC LLC	3643	76928	525.00	Replaced headworks drive
103138	KING'S ELECTRIC LLC	3642	76928	1,459.20	Repair lights in stairway - Auditorium
103436	KOLONI LLC	1720	76929	7,200.00	Bike Share Software Fee
102498	KRIS ENGINEERING INC	42429	76930	6,179.66	Cutting edges
102187	LAKELAND MEDIA	03042026	76931	495.00	2026 Willmar Expo Booth
102187	LAKELAND MEDIA	IN-1260296511	76931	1,550.00	CVB-Advertising
101400	LINDAHL/JASON	030326	76932	217.75	MRWA reimbursment
102593	LOFFLER COMPANIES	5284848	76933	25.92	FD Office prints
102593	LOFFLER COMPANIES	5284846	76933	27.70	CvC Office & PD Sergeants prints
102593	LOFFLER COMPANIES	5284847	76933	28.03	WTP Lobby prints
102593	LOFFLER COMPANIES	5287975	76933	134.59	CH Finance & PD Mailroom prints

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102593	LOFFLER COMPANIES	5284574	76933	34.44	CVB-Phone
102593	LOFFLER COMPANIES	5291588	76933	114.44	CH Plotter prints
102593	LOFFLER COMPANIES	5292614	76933	241.13	Standalone printer prints
103626	LUNGSTROM/SAMUEL	030526	76934	45.00	Reimbursement for Sam class C
100424	M-R SIGN CO INC	230531	76935	137.75	No Parking Signs
100427	MACQUEEN EQUIPMENT INC	P63160	76936	5,079.75	SCBA Flow testing
100427	MACQUEEN EQUIPMENT INC	P70564	76936	2,827.65	Trackless parts
100427	MACQUEEN EQUIPMENT INC	P70600	76936	53.90	Bushings
100427	MACQUEEN EQUIPMENT INC	P70676	76936	80.77	Bushings
100427	MACQUEEN EQUIPMENT INC	P70798	76936	348.78	Bushings, Pins
100427	MACQUEEN EQUIPMENT INC	P70789	76936	788.82	Main Lift Valve
100437	MARCO TECHNOLOGIES LLC	INV14944282	76937	52.50	Shredding Services
100449	MENARDS	06845	76938	57.98	Propane Torch
100449	MENARDS	06415	76938	73.56	Office supplies
100449	MENARDS	06896	76938	234.90	Lab water
100449	MENARDS	07183	76938	137.21	Small Tools
100449	MENARDS	07312	76938	184.97	smoke detectors
100449	MENARDS	07147	76938	449.97	Floor scrubber batteries
100449	MENARDS	07222	76938	(30.00)	Battery recycling deposits
100449	MENARDS	06568	76938	82.54	Soap, Spray foam, Screws
100449	MENARDS	07084	76938	13.38	T25 Bits
100449	MENARDS	07104	76938	8.93	Contact Cement
100449	MENARDS	07173	76938	232.52	Hi VIS hats, Earmuffs, Hard hats
100449	MENARDS	07181	76938	15.98	Furnace Filters
100449	MENARDS	07352	76938	11.37	Batteries, wire nuts
100449	MENARDS	07317	76938	42.99	construction adhesive, softener salt
100449	MENARDS	07296	76938	119.76	Broom, side cutter, plier, supplies
104449	Michael Amor	030926	76939	21.56	Reimbursement for supplies
102699	MIKE'S SMALL ENGINE CENTER	36120	76940	149.99	Chaps
102699	MIKE'S SMALL ENGINE CENTER	21319	76940	268.97	Chainsaw repair
102699	MIKE'S SMALL ENGINE CENTER	36119	76940	149.99	Chainsaw Chaps
102699	MIKE'S SMALL ENGINE CENTER	36186	76940	53.99	Chainsaw Bar
102699	MIKE'S SMALL ENGINE CENTER	36182	76940	49.99	Chainsaw Chain File
103729	MILLS PARTS CENTER	6584017	76941	176.25	Molding For Fender
103729	MILLS PARTS CENTER	6583265	76941	289.83	Wheel Well
103729	MILLS PARTS CENTER	6583265X1	76941	79.94	Coolant Hose
103729	MILLS PARTS CENTER	6591100	76941	34.72	Axle seal, gaskets
101805	MINI BIFF LLC	18569	76942	144.84	Mini Biff Robins island
100522	MN DEPT OF LABOR & INDUSTRY	03062026	76943	453.14	State Surcharge February 2026
101064	MN POLLUTION CONTROL AGENCY	10000225789	76944	14,350.00	Permit fee
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/02-26	76945	567.00	Shelter Cleaning
100541	MUNICIPAL UTILITIES	STMT/02-26	76946	40,252.34	Municipal Utilities Feb 2026
100544	MVTL LABORATORIES INC	1346806	76947	82.25	Lab test's
100544	MVTL LABORATORIES INC	1346843	76947	58.25	Lab test
100544	MVTL LABORATORIES INC	1347609	76947	58.25	Lab test
101627	NCL OF WISCONSIN INC	531950	76948	170.81	Lab supplies
103799	NCPERS GROUP LIFE INS.	841200032026	76949	96.00	Premiums withheld from 3/6 payroll
103502	NELSON SANITATION & RENTAL INC	INV/2026/1511	76950	4,088.25	Scale removal downtown televising project
103502	NELSON SANITATION & RENTAL INC	INV/2026/1512	76950	5,469.30	Downtown televising project
102547	CARRANZA/NOE	302	76951	150.00	Interpreting services for ICR 26001188
103605	NORTH CENTRAL INTERNATIONAL	X201153588:01	76952	1,152.50	Drive Belts and Tensioner
103605	NORTH CENTRAL INTERNATIONAL	X201153674:01	76952	395.00	Alternator
103605	NORTH CENTRAL INTERNATIONAL	X201153315:01	76952	18.54	o-ring
103605	NORTH CENTRAL INTERNATIONAL	X201153662:01	76952	745.59	Particulate Sensor
103605	NORTH CENTRAL INTERNATIONAL	X201154025:01	76952	(156.25)	Core Return
103605	NORTH CENTRAL INTERNATIONAL	R201005454:01	76952	486.74	North Central International invoice
104207	Office Of MNIT Services	DV26010453	76953	273.18	LOGIS Internet transport Feb
104354	OMG Midwest Inc	Appl #4-Final 2503-D	76954	97,584.34	Project No. 2503-D Pay App No. 4 Final
101968	PEST PRO II	27073	76955	41.50	pest service
101968	PEST PRO II	27076	76955	95.00	Pest Pro
100342	POWER PLAN OIB	W2752011	76956	6,109.70	Oil Pan Gasket Repaired by RDO

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104252	PreCise MRM LLC	IN200-2011525	76957	380.00	GPS Data Plan
100374	PREMIUM WATERS INC	330707257	76958	10.99	water
100374	PREMIUM WATERS INC	330706791	76958	16.97	cups
100624	PRINT MASTERS	94713	76959	66.00	Repair Request Forms
104455	Quisberg Collision & Glass LLC	5868	76960	5,354.78	F-150 box repair
100639	RAMBOW INC	670186	76961	929.20	Little Cards rec hockey t-shirts
100639	RAMBOW INC	670112	76961	1,092.47	Shirts for pickleball tournament
103911	REPLACE INC	4481	76962	600.00	Logo updates for I.T. Department
103594	RIDDELL	952503755	76963	3,010.80	Reconditioning Football Helmets
103062	ROSENBAUER MINNESOTA LLC	87131-1	76964	1,768.00	Final Change Orders
101418	RUNNING'S SUPPLY INC	6623016	76965	6.39	Stall door Latches
101418	RUNNING'S SUPPLY INC	6618898	76965	304.96	Shovels
101418	RUNNING'S SUPPLY INC	6624246	76965	31.96	Batterys
101418	RUNNING'S SUPPLY INC	6623650	76965	89.57	Def tank nozzle
101418	RUNNING'S SUPPLY INC	6627301	76965	48.47	Electric Wire/Clamp Battery
101418	RUNNING'S SUPPLY INC	6629755	76965	526.44	Arborist Helmets
101418	RUNNING'S SUPPLY INC	6630909	76965	13.79	Foam Sealant
100678	SAND ELECTRIC	8103	76966	2,124.07	Pole Lights and Sign at Airport
100690	SHERWIN WILLIAMS CO	9256-2	76967	48.88	Breakroom paint
104435	Sicora Consulting, Inc	1265	76968	5,250.00	Leading from the Helm Program
103218	SIETSEMA/SARA	030326	76969	217.50	MRWA Mileage Reimbursement
103256	STEINBEISSER AUTO REPAIR LLC	22651	76970	62.01	Kerosene
100188	STERLING WATER-MINNESOTA LLC	315X04466800	76971	19.45	Water softener rental
100188	STERLING WATER-MINNESOTA LLC	315X04474101	76971	80.00	softener salt
102555	SUMMIT FIRE PROTECTION	3901536	76972	161.00	Quarterly fire alarm monitoring
100728	SURPLUS WAREHOUSE INC	09692	76973	19.98	lights
103656	SWANSON RENTAL LLC	48199	76974	250.50	Pressure washer parts and hoses
100161	SYSKO WESTERN MINNESOTA	353122952	76975	654.59	Concessions
104315	The Tradesmen Construction, Inc.	Appl #7	76976	41,078.14	Outdoor Rink Project App #7
100264	US BANK	8084263	76977	575.00	Paying agent fee
104454	USI Consulting Group, Inc.	90122186	76978	1,125.00	OPEB-GASB 75 Actuarial Disclosures
103519	TARGET SOLUTIONS LEARNING LLC	INV132267	76979	1,488.38	FTO Tracker Annual Subscription
104083	Vestis	2530500073	76980	79.09	Mechanics uniform rental
104083	Vestis	2530502557	76980	68.63	Mechanics uniform rental
104083	Vestis	2530500488	76980	14.07	Maintenance Man uniform
104083	Vestis	2530503116	76980	14.07	Maintenance Uniform
104083	Vestis	2530505075	76980	79.09	Mechanics uniform rental
104083	Vestis	2530505605	76980	14.07	Maintenance Uniform
104083	Vestis	2530507539	76980	68.63	Mechanics uniform rental
104083	Vestis	2530508097	76980	14.07	Maintenance Uniform
104083	Vestis	MSP2-14969	76980	250.99	First Aid Refills
100777	VIKING COCA-COLA BOTTLING CO	3875312	76981	2,795.65	Concessions
102868	WALT'S	783712	76982	3,590.00	1 year car wash - 33 squads
102868	WALT'S	011226	76982	14.00	3.968 gallons unleaded
102868	WALT'S	121025	76982	59.00	UNLEADED FUEL
100805	WEST CENTRAL SANITATION	13702216	76983	69.03	City Hall Recycling Service
100805	WEST CENTRAL SANITATION	13703840	76983	359.90	Recycling
100808	WEST CENTRAL TROPHIES	10672	76984	425.25	Medals for Pickleball tournament
102689	WILLMAR AUTO VALUE	22597800	76985	321.96	Brake Pads and Rotors
102689	WILLMAR AUTO VALUE	22597799	76985	100.00	Brake rotors
102689	WILLMAR AUTO VALUE	22596239	76985	268.99	Fuel pump
102689	WILLMAR AUTO VALUE	22596796	76985	(268.99)	Fuel pump warranty
102689	WILLMAR AUTO VALUE	22597590	76985	13.99	Female Spade Connectors
102689	WILLMAR AUTO VALUE	22598203	76985	25.77	Fusible links
102689	WILLMAR AUTO VALUE	22597547	76985	173.43	Magnetic Heater and Amp
102689	WILLMAR AUTO VALUE	22598602	76985	18.99	75W-140
102689	WILLMAR AUTO VALUE	22598499	76985	10.99	Exhaust Gasket
102689	WILLMAR AUTO VALUE	22598498	76985	100.97	Manifold Studs and gasket set
102689	WILLMAR AUTO VALUE	22598639	76985	149.95	Flare nut socket set
102689	WILLMAR AUTO VALUE	22598503	76985	31.96	5a Fuses
102689	WILLMAR AUTO VALUE	22598494	76985	15.94	5a Fuses

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102689	WILLMAR AUTO VALUE	22598988	76985	26.94	Muffler Clamps
102689	WILLMAR AUTO VALUE	22599220	76985	19.47	General supplies
102689	WILLMAR AUTO VALUE	22598992	76985	39.98	Belts for aeration pumps
102689	WILLMAR AUTO VALUE	22599381	76985	230.19	Battery
102689	WILLMAR AUTO VALUE	22599879	76985	16.47	Mirror adhesive
102689	WILLMAR AUTO VALUE	22599719	76985	36.42	Oil filters 1/2 ton,Tom's
102689	WILLMAR AUTO VALUE	22600587	76985	58.99	Truck oil WG.
102689	WILLMAR AUTO VALUE	22600647	76985	26.98	General supplies
100812	WILLMAR CHAMBER OF COMMERCE	03012026	76986	15,127.97	CVB payroll charges
			Total	434,560.45	



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.P.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Review Willmar Municipal Utilities Commission Applicant		

RECOMMENDED ACTION:

Jennie-O WMU Commission Representative Dave Baumgart has resigned his position. For Council review is Jennie-O representative, Doug Muzik's application to the Willmar Municipal Utilities Commission.

OVERVIEW:

Mayor Reese has put forth Willmar Municipal Utilities Commission applicant, Doug Muzik, for Council review.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Muzik, Doug Municipal Utilities Commission

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

Print

Del

Submitted by: Doug Muzik

Submitted On: 2026-03-02 14:29:32

Submission IP: 198.245.13.4, 165.225.56.233 (172.31.22.38)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Allie Paulsen

Due Date: Open



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
03/02/2026	Doug	Muzik

Format: MM/DD/YYYY

*** Address**

1504A LOWER TRENTWOOD CIRCLE N

*** City**

WILLMAR

*** Phone**

5076020963

Phone

*** Email**

dlmuzik@j-ots.com

Email

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

I work for Jennie-O Turkey Store. My understanding is that we've had a representative on the Utilities commission for several years and I was asked if I would like to serve now that our current representative, Dave Baumgart, is retiring.

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

I want to serve on the utility commission because reliable, affordable utilities are essential to our community's quality of life and local economic growth. I'm committed to responsible oversight, long term planning, and making decisions that keep rates fair while maintaining strong infrastructure for the future.

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

Jennie-O Turkey Store/Hormel Foods employee for 24+ years and have worked in several locations and different processing plants.

*** List your educational background**

High school graduate from Detroit Lakes, MN high school in 1997. Attended Concordia College and graduated in 2001 with my bachelors degree in Business.

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

None

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

Jennie-O Turkey Store 2505 Willmar Ave SW Willmar, MN 56201 I am currently the Plant Manager and have held this role since April of 2025.



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.Q.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Director Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Community Growth Report March 2026
2. Fire Department Report February 2026
3. Information Technology Departmental Update March 2026
4. Parks and Rec Report March 2026
5. Police Department Updates February 2026
6. PD Copy of Copy of Monthly Council Stat Sheet February 2026
7. Public Works Director Report March 2026



333 6th Street Southwest | Willmar MN 56201 | 320.214-5169

Community Growth Director's March 2026 Report

Wow, three years already! I am grateful for the opportunity to work in partnership with you all in making the City of Willmar committed to fostering a Welcoming and growing Community where everyone feels respected and has equal access to resources and opportunities. It's awesome to see how much progress has been made since the city strategically created the office of Community Growth. Led by Pablo Obregon, this work is totally anchored in enhancing access, promoting equity and inclusion, and broadening the participation of all Willmar residents from all backgrounds. We've experienced so many events that have brought our neighbors together to celebrate the diversity of our community, and it's clear we're actively providing opportunities to keep Willmar a welcoming and inclusive place for everyone. As a Director of Community of Growth for the City of Willmar, I am here to support you in these moments and beyond.

International Women's Day

March 8th is International Women's Day, we recognize the profound contributions of women to movements for justice, joy, and liberation. Equity goes beyond fairness; it's about dismantling systemic barriers so opportunity can thrive for everyone. We honor the strength of all women, especially those right here in Willmar, who have courageously shaped our history, our cultures, and who are actively building a brighter future. To every woman serving and working for the City of Willmar: thank you for your invaluable contributions, unwavering dedication, and outstanding professionalism. You inspire us daily.

International Heritage Day: Save the Date- Friday, April 24, 5:30-7:30 PM. Willmar Civic Center

Just a friendly reminder: While we pour so much into our roles, it's crucial to carve out time – even just a sliver – for ourselves. This work, and our positions within it, truly ask a lot from each of us, especially as many are personally impacted by current actions and navigate challenges stemming from our own marginalized identities. Please, access care in whatever way feels right for you, and continue to foster those vital connections with one another, your communities, and those who unabashedly uplift you."

Please do not hesitate to contact me if you have any questions or concerns.

Pablo

WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

FEBRUARY 2026

Type of Call	February 2025	February 2026
Alarm Activations	2	11
Sprinkler Activations	2	2
Elevator Rescues	0	1
Cooking Fires	2	1
Car Fires	3	0
Electrical Fires	0	2
Carbon Monoxide Incidents	1	1
Natural Gas Leak	1	1
Car Crashes	5	5
Smoke Scares	2	0
Good Intent	2	1
Grain Bin Rescue	0	1
Dumpster Fires	0	0

Current Month CFS: 26

First Responder Calls: 11

2026 Fire Calls for Service to date: 45

2026 First Responder Calls to date: 38

2025 Calls for Service to date: 55

2025 First Responder Calls to date: 36

Training:

February 5 -- Business Meeting

February 12 – Air Management Training

February 19 – Air Management Training

February 26 – Hazardous Material Response training

February Response Time: 7:48

YTD Response Time: 7:45

Information Technology Departmental Update

March 2026

Help Desk

I am happy to have finally launched a Technology Help Desk. This is a one-stop place for all our employees, and all of you, to go to when assistance is needed with technology. Previously, it was not always clear who took care of what. This solution gets rid of that issue as we will always make sure help is given when a ticket is created. If we aren't the correct team to provide help with something, we will work to direct the requestor to who can help them.

It also is great to have an accessible place to host articles that provide instructions for common issues or tasks. These are often referenced to answer questions and also provide a good place for my department internal to house instructions on specialized tasks that have to be completed from year-to-year.

Workstation replacements

Typically, I purchase all our new workstations (desktops, laptops, etc.) at the beginning of the new year. This was especially important this year as the computer industry is having drastic pricing fluctuations. A.I. companies are purchasing major amounts of memory and other hardware to power their systems...even the inventory that hasn't been produced yet. Low inventory of course raises prices of memory, which in turn raises the price of computers. While we were not affected by the price surge this year, I am hopeful that the market stabilizes before making our purchase next year.

Chris has been hard at work preparing the new workstations. Once they are ready, he reaches out to the employee receiving the new workstation to arrange a time with them to install it. This process at times takes a while dependent on how much specialty software the employee uses.

Artificial intelligence

As briefly discussed above, artificial intelligence is everywhere. We as a local government need to be aware of what data is entered into A.I. In the coming months, it is my intent to start the work of creating an A.I. policy. This policy will help guide employees on the responsible use of A.I. and how we can use it in the City. I feel it is important to have a policy like this in place to make sure we are going about things correctly. After the policy is presented and approved, an education campaign will be started with employees that will go over all of the topics covered in it.

Please reach out to me if you have any questions or would like more detail on anything!

Submitted by Jonah Johnson, Information Technology Director



March 2026

Youth and Adult Programming

Youth Programs:

Tiny Tykes and Pre-Gymnastics began on March 2nd

- Tiny tykes 15 registered
 - Pre-K 16 registered
 - Session 2 of spring gymnastics registration opened on March 5th
 - Beginner- 24 signed up, 11 on wait list
 - Intermediate- 24 signed up, 1 on wait list
 - Advanced – 10 signed up
 - Working on scheduling a come try Lacross day at the civic center for mid-April and a possible minicamp in June.
 - Summer planning and hiring are in full swing.
 - Youth baseball and softball programs are preparing for the spring season. Registration is now open.
 - Softball divisions include 10U, 12U, 14U, and 16U/18U.
 - Baseball divisions include 3rd/4th grade, 5th/6th grade, and 7th/8th grade leagues.
- The Willmar Smash and Bash pickleball tournament was held on February 28th and March 1st. It was a great tournament with 65 registrations, bringing in a \$1,682.00 profit.

Adult Recreation

- Adult Hockey League playoffs are currently underway, with championship games scheduled for March 18.
- Adult Recreation Basketball League playoffs begin this week and are expected to conclude in early April.
- Registration is open for Adult Softball, with Co-ed, Church League, and Men's League divisions available this season.
- Winter Volleyball has concluded, including both Co-ed and Women's leagues.
- Spring Co-ed and Men's 4v4 Volleyball leagues are scheduled to begin next week.

Community Center

- Crafts this month include Tulip painting and a wooden 3D tulip class!
- Hosted our first Hobby Fair and had a great success! Over 30 participants and a larger-than-expected turnout for visitors.

Phone: (320) 235-1545
2707 Arena Dr
Willmar, MN 56201



- Completed the last of the winter months puzzle contest with a smaller turnout, with 6 teams.
- Prepping for the Easter egg hunt at the end of March.
- Our Scooby Doo Birthday lunch, held last week, was sponsored by Prime West.

Facilities & Events

- Auto Value Trade Show March 12th
- Prayer Service March 19th or 20th
- Arnolds Event March 23rd-27
- KWLM Spring Show April 7th-11th
- One Way Hockey Spring Ice
- Baseball and Softball Scheduling

Other Projects & Updates

- Working with the local disc golf group on improvements for the disc golf course
- Received quotes back for concession/vending quotes from Viking and Bernick's, will be going to the council for approval in April.
- Finalized the Willmar High School Softball Association and Willmar Softball Association on banners and concessions stand agreements
- Finalizing the field improvements with the Willmar Baseball Association- Sunrise, Swansson Blue, and Klemmentson Fields
- Bringing the Blue Line Roof Repair to the Council on March 16th for approval
- Continue to work with the Willmar Rotary and Engan Associates on the Amphitheater Project.
- CIP Planning

Staffing Update

We are currently conducting background investigations on two police officer candidates. We are hopeful they will continue to move forward successfully in the hiring process.

Compliance Checks

We completed our alcohol and THC compliance checks for 2025, with the final checks conducted in February 2026 for some of the seasonal establishments. Overall, compliance was very good. Only one business failed the compliance check: The Barn Theatre.

Respectfully,
Chief Mike Holme

Willmar Police Department

Monthly Calls for Service Statistics

Title	February 2025	February 2026
911 Hang Up	5	10
Abandoned Vehicles	46	42
Agency Assist	46	34
Alarm	20	24
Alcohol Offense	4	8
Animal	19	25
Assault	7	6
Burglary	2	1
Child Custody Dispute	5	3
Crash	59	53
Criminal Damage To Property	8	7
Disorderly	18	14
Domestic	25	16
Drugs	9	4
Family Service	66	70
Fight	2	2
Fraud	15	15
Gun Permits	16	20
Harassment	21	25
Information	11	8
Weapons complaint	4	2
Lost And Found	13	15
Mental Health	36	9
Missing Person	13	16
Motorists Assist	20	20
Neighborhood Disturbance	11	20
Public Assist	81	89
School Related Incidents	14	4
Sex Crimes	8	2
Sudden Death/Bodies Found	1	3
Suicidal Person	6	11
Suspicious	35	38
Theft	20	26
Traffic Complaint	40	38
Traffic Stop	265	291
Trespass	10	4
Warrant Service	11	13

Current Month CFS:

1054

YTD Calls for Service:

2,101

2024 Month CFS:

1027

(Some minimal CFS categories not shown)



Wastewater Updates from Superintendent Jason Lindahl

- Daily duties for plant operations.
- Daily sampling and testing for BOD's, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Monthly generator runs at multiple lift stations and the plant.
- Iverson Park lift station bid awarded to Duinick's.
- Continuing moving forward on Eagle Lake L.S Panel upgrades.
- Sam Lungstrom passed his class C and Jason Steele passed his class A WW test
- Muni RWW 3 VFD installed and back online.
- Sara reviewed Special Discharge permittees Q4 monitoring reports.
- Submitted annual water use report for DNR Water Appropriations Permit.
- Completed many private sanitary sewer lateral reviews.
- Submitted comments on draft MS4 General Permit to MPCA.
- Attended webinar on wild rice sulfate rule update.
- Submitted Tier II Hazardous Waste annual report.
- Completed Q1 stockpile inspections.
- Completed U of M Construction Site Management Recertification class.
- Presented information about I/I lateral review requirements to approximately 40 realtors and lenders at a lunch & Learn coordinated by Quality Title.
- Submitted Delegated Pretreatment Program annual report.
- Presented PFAS information and pilot project results at Hawk Creek Watershed annual meeting.
- Presented PFAS pilot project at MN Rural Water annual conference.
- Attended Class A wastewater license training.



Public Works Updates from Superintendent Kyle Radunz

Streets & Stormwater

- **Street Patching:** Crews patched potholes with cold mix as problem areas were identified.
- **Stormwater:** Snow and ice were cleared from catch basins to maintain proper drainage.
- **Snow Operations:** Streets were plowed, treated, and sidewalks cleared on 10 separate days. This included one Central Business District snow emergency and snow removal along 1st Street.
- **Sign Maintenance:** Traffic signs were repaired or replaced as needed.
- **Utility Repair Cuts:** Seven gravel utility repair cuts were maintained.

Tree Maintenance

- Weather conditions allowed crews to prune, trim, and remove trees on 11 days during the month.
- A total of 68 trees were removed.
- Staff continued maintenance of the brush site by rotating compost and burning removed trees when conditions permitted.

Safety, Fleet, Equipment, & Facilities

- **Monthly Safety Inspections:** Inspections were completed on fire extinguishers, fall protection equipment, ladders, eyewash stations, hoists, cranes, AEDs, and other safety equipment to ensure compliance and worker safety.
- **Vehicle & Equipment Maintenance:** Routine servicing and repairs continued across the department's fleet and equipment.

Parks

- **Picnic Tables:** Crews completed painting and repairing picnic tables.
- **Outdoor Skating Rinks:** February 5 marked the final day of rink maintenance for the season. Rink equipment was decommissioned the following week, and hockey goals were removed.
- **Baseball Facilities:** Crews began early spring maintenance of baseball equipment and facilities.

Aeration Systems

- Continued maintaining records for weekly inspections and repairs. Thin ice signage was monitored and maintained as needed.

Training

- All Public Works staff attended a full-day training focused on chainsaw safety and tree removal procedures.

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

Respectfully,

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

Shane Stefanick – Public Works Director



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.R.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	WMU Financial Report for January 2026		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. WMU 1.31.26

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	771,465.12	771,465.12	863,598.11	863,598.11	-92,132.99
402 - Commercial/Industrial	1,720,317.08	1,720,317.08	1,667,985.40	1,667,985.40	52,331.68
404 - City Franchise Fee	205,049.61	205,049.61	209,640.65	209,640.65	-4,591.04
405 - Transmission	183,260.00	183,260.00	181,113.10	181,113.10	2,146.90
419 - Interest	74,970.00	74,970.00	120,850.01	120,850.01	-45,880.01
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	24,911.86	24,911.86	-24,911.86
498 - MRES Capacity Revenue	59,059.70	59,059.70	60,990.00	60,990.00	-1,930.30
499 - Miscellaneous Revenues	23,279.76	23,279.76	75,491.27	75,491.27	-52,211.51
Revenue Total:	3,037,401.27	3,037,401.27	3,204,580.40	3,204,580.40	-167,179.13
Expense					
500 - Production	11,870.25	11,870.25	2,767.05	2,767.05	9,103.20
555 - Purchased Power	1,472,312.33	1,472,312.33	1,258,094.26	1,258,094.26	214,218.07
560 - Transmission	395,096.06	395,096.06	444,891.11	444,891.11	-49,795.05
580 - Distribution	161,270.45	161,270.45	186,363.13	186,363.13	-25,092.68
900 - Customer Service	25,021.64	25,021.64	54,550.21	54,550.21	-29,528.57
906 - Energy Services/Marketing	11,749.46	11,749.46	6,308.75	6,308.75	5,440.71
920 - General & Administrative	226,716.49	226,716.49	266,938.88	266,938.88	-40,222.39
997 - Cash Payment to City	177,998.93	177,998.93	179,383.33	179,383.33	-1,384.40
998 - Depreciation	195,421.80	195,421.80	204,495.43	204,495.43	-9,073.63
999 - Miscellaneous	4,422.64	4,422.64	-552.97	-552.97	4,975.61
Expense Total:	2,681,880.05	2,681,880.05	2,603,239.18	2,603,239.18	78,640.87
Fund: 100 - Electric Surplus (Deficit):	355,521.22	355,521.22	601,341.22	601,341.22	-245,820.00
Fund: 200 - Water					
Revenue					
401 - Residential	243,693.23	243,693.23	218,799.65	218,799.65	24,893.58
402 - Commercial/Industrial	274,019.51	274,019.51	252,132.26	252,132.26	21,887.25
419 - Interest	8,330.00	8,330.00	13,999.71	13,999.71	-5,669.71
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	2,767.98	2,767.98	-2,767.98
499 - Miscellaneous Revenues	12,078.50	12,078.50	5,091.67	5,091.67	6,986.83
Revenue Total:	538,121.24	538,121.24	492,791.27	492,791.27	45,329.97
Expense					
500 - Production	33,861.45	33,861.45	32,622.69	32,622.69	1,238.76
580 - Distribution	109,208.38	109,208.38	124,197.31	124,197.31	-14,988.93
900 - Customer Service	15,946.52	15,946.52	15,403.54	15,403.54	542.98
906 - Energy Services/Marketing	516.46	516.46	0.00	0.00	516.46
920 - General & Administrative	91,181.42	91,181.42	103,441.03	103,441.03	-12,259.61
998 - Depreciation	107,008.42	107,008.42	40,626.86	40,626.86	66,381.56
999 - Miscellaneous	2,948.48	2,948.48	0.00	0.00	2,948.48
Expense Total:	360,671.13	360,671.13	316,291.43	316,291.43	44,379.70
Fund: 200 - Water Surplus (Deficit):	177,450.11	177,450.11	176,499.84	176,499.84	950.27
Total Surplus (Deficit):	532,971.33	532,971.33	777,841.06	777,841.06	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	YTD Budget	YTD Budget			Remaining
100 - Electric	355,521.22	355,521.22	601,341.22	601,341.22	-245,820.00
200 - Water	177,450.11	177,450.11	176,499.84	176,499.84	950.27
Total Surplus (Deficit):	532,971.33	532,971.33	777,841.06	777,841.06	



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.S.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Finance Report for February 2026		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. General Fund 2.28.26



City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended February 28, 2026

	<u>2025</u> <u>Actual</u>	<u>2026</u> <u>Annual Budget</u>	<u>2026</u> <u>Year-To-Date</u>	<u>% of 2026</u> <u>Budget</u>
<u>Revenues</u>				
General Property Taxes	\$ 10,130,263.78	\$ 11,236,657.00	\$ -	0.00%
Licenses and Permits	494,861.56	415,000.00	61,366.02	14.79%
Intergovernmental	7,535,962.45	7,279,439.00	217,360.72	2.99%
Service Charges	1,139,958.96	988,100.00	176,160.69	17.83%
Fines and Forfeits	82,360.16	100,000.00	5,869.46	5.87%
Special Assessments	3,932.25	-	-	
Miscellaneous Revenue	1,482,483.91	153,000.00	56,020.46	36.61%
Other Financing Sources	2,894,223.41	2,898,308.00	33,519.25	1.16%
Total Revenues	\$ 23,764,046.48	* \$ 23,070,504.00	\$ 550,296.60	2.39%
<u>Expenditures</u>				
City Administrator	\$ 772,868.29	\$ 811,487.00	\$ 138,862.62	17.11%
Mayor and Council	421,421.28	402,100.00	119,180.13	29.64%
City Hall	1,570,087.17	516,991.00	224,495.21	43.42%
City Clerk	230,723.74	244,372.00	36,749.51	15.04%
Elections	10,457.91	79,565.00	59.62	0.07%
Finance Department	555,347.91	621,293.00	82,779.73	13.32%
Planning/Development Services	930,287.62	1,077,759.00	127,892.13	11.87%
Legal	-	-	-	
Information Technology	1,003,604.79	957,565.00	175,961.84	18.38%
Human Resources	195,957.78	220,706.00	29,077.98	13.17%
Cultural Diversity	200,777.42	229,030.00	32,295.74	14.10%
Sub-Total General Gov't.	5,891,533.91	5,160,868.00	967,354.51	18.74%
Police Department	6,502,126.46	7,258,819.00	1,130,645.39	15.58%
Fire Protection	1,404,265.28	1,588,854.00	344,671.09	21.69%
Sub-Total Public Safety	7,906,391.74	8,847,673.00	1,475,316.48	16.67%
Public Works	4,323,145.48	4,793,543.00	645,775.67	13.47%
Engineering	248,614.82	353,000.00	9,551.24	2.71%
Transit System	20,500.00	21,000.00	-	0.00%
Storm Water	88,908.75	99,000.00	6,654.32	6.72%
Airport	-	12,500.00	-	0.00%
Sub-Total Streets/Highways	4,681,169.05	5,279,043.00	661,981.23	12.54%
WRAC	143,887.30	152,120.00	20,331.23	13.37%
Library	644,541.52	646,669.00	-	0.00%
Auditorium	42,350.74	64,518.00	4,044.42	6.27%
Parks & Recreation	1,154,216.56	1,164,712.00	117,552.95	10.09%
Civic Center	1,030,243.63	1,182,780.00	180,834.28	15.29%
Recreation/Event Center	7,013.17	-	-	
Community Center	294,211.30	307,633.00	42,853.49	13.93%
Aquatic Center	218,541.17	264,488.00	1,972.57	0.75%
Sub-Total Culture/Recreation	3,535,005.39	3,782,920.00	367,588.94	9.72%
Total Expenditures	\$ 22,014,100.09	\$ 23,070,504.00	\$ 3,472,241.16	15.05%

* Indicates Over Budget



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.T.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Monthly Building Report February 2026		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. February posted Monthly Permit Report 2026

City of Willmar Monthly Permit Reports February 2026

Permit Number	Address	Permit Type	Permit Work Class	Permit Issue Date	Permit Valuation	Parcel #
RMECH-2026-0138	2412 21st Ave SW	Residential Mechanical	Mechanical	2/2/2026	\$7,000.00	95-601-0095
BLDC-2026-0072	312 24th Ave SW	Commercial	Alteration/Remodel	2/3/2026	\$300,000.00	95-680-0730
BLDC-2025-0069	1000 19th Ave SW	Commercial	Alteration/Remodel	2/3/2026	\$2,000.00	95-922-8017
FIRE-2026-0015	1508 15th Ave SW	Fire Alarm	Fire Alarm	2/3/2026	\$18,700.00	95-863-0560
RMECH-2025-0115	1400 11th St SW	Residential Mechanical	Mechanical	2/4/2026	\$7,000.00	95-690-1660
RMECH-2025-0085	411 19th St SE	Residential Mechanical	Mechanical	2/4/2026	\$2,000.00	95-095-0370
RMECH-2026-0132	3255 8th St NE	Residential Mechanical	Mechanical	2/4/2026	\$11,000.00	13-432-0470
CPLUMB-2026-0018	602 1st St S	Commercial Plumbing	Plumbing	2/2/2026	\$28,000.00	95-006-1460
BLDC-2025-0050	602 1st St S	Commercial	New	2/2/2026	\$110,000.00	95-006-1460
RMECH-2026-0139	1216 16th St NE	Residential Mechanical	Mechanical	2/6/2026	\$2,650.00	95-390-0310
RMECH-2026-0141	1712 Lower Trentwood Cir NE	Residential Mechanical	Mechanical	2/9/2026	\$7,562.00	95-828-1120
RMECH-2026-0142	408 Mary Ave SE	Residential Mechanical	Mechanical	2/10/2026	\$8,635.00	95-250-0710
CPLUMB-2026-0019	312 24th Ave SW	Commercial Plumbing	Plumbing	2/10/2026	\$13,500.00	95-680-0730
MECH-2026-0018	602 1st St S	Commercial Mechanical	Mechanical	2/11/2026	\$35,300.00	95-006-1460
RMECH-2026-0140	727 8th St SW	Residential Mechanical	Mechanical	2/11/2026	\$6,000.00	95-006-3380
BLDR-2026-0323	917 6th St SW	Residential	Re-Roof	2/11/2026	\$3,500.00	95-090-1120
BLDR-2026-0324	1009 6th St SE	Residential	Re-Roof	2/13/2026	\$11,500.00	95-230-0110
BLDR-2026-0321	1601 9th St SE	Residential	Alteration/Remodel	2/17/2026	\$10,000.00	95-671-0440
RPLUMB-2026-0030	505 15th St SW	Residential Plumbing	Plumbing	2/11/2026	\$1,400.00	95-015-0530
RPLUMB-2026-0031	1110 23rd St SE	Residential Plumbing	Plumbing	2/19/2026	\$2,700.00	95-127-0010
RPLUMB-2025-0024	321 7th St SW	Residential Plumbing	Plumbing	2/19/2026	\$6,000.00	95-003-4760
BLDR-2026-0327	420 9th St SW	Residential	Re-Roof	2/23/2026	\$6,838.05	95-003-6730
RPLUMB-2026-0032	1001 13th St SW	Residential Plumbing	Plumbing	2/23/2026	\$5,000.00	95-570-0430
BLDC-2026-0075	1700 1st St S	Commercial	Alteration/Remodel	2/26/2026	\$11,500.00	95-922-6905
BLDC-2026-0076	1700 Technology Dr NE	Commercial	Re-Roof	2/27/2026	\$108,282.00	95-508-0130
RPLUMB-2026-0033	1204 17th St SW	Residential Plumbing	Plumbing	2/27/2026	\$1,200.00	95-860-0420
BLDR-2026-0325	501 28th St SE	Residential	Single Family Dwelling	2/23/2026	\$295,000.00	95-882-0560

27 Total Permits

Total Valuation: \$1,022,267.05

YTD Permits: 48

YTD Valuation: \$2,195,604.05



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	5.U.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Robin Raasch, Administrative Assistant
Ordinance:	No	Presented By:	
Item:	Monthly Building Report for January 2026		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. January posted Monthly Permit Report 2026

City of Willmar Monthly Permit Reports January 2026

Permit Number	Address	Permit Type	Permit Work Class	Permit Issue Date	Permit Valuation	Parcel #
BLDR-2025-0315	720 15th St SW	Residential	Residing	1/5/2026	\$1,500.00	95-042-0090
RMECH-2026-0131	812 15th Ave SW	Residential Mechanical	Mechanical	1/5/2026	\$7,000.00	95-750-0590
BLDC-2025-0068	801 Industrial Dr SW	Commercial	Alteration/Remodel	1/5/2026	\$505,000.00	95-872-1170
RPLUMB-2025-0028	601 2nd St SW	Residential Plumbing	Plumbing	1/5/2026	\$18,000.00	95-006-1580
BLDR-2025-0314	901 16th St SW	Residential	Residing	1/6/2026	\$55,530.00	95-042-0180
BLDR-2026-0316	925 15th St SW	Residential	Alteration/Remodel	1/7/2026	\$3,000.00	95-080-0340
BLDR-2026-0318	1100 Campbell Ave NW	Residential	Re-Roof	1/9/2026	\$8,700.00	95-009-1100
BLDC-2025-0070	1601 Hwy 12 E	Commercial	Alteration/Remodel	1/12/2026	\$135,000.00	95-914-1650
CPLUMB-2026-0017	2304 Trott Ave SW	Commercial Plumbing	Plumbing	1/14/2026	\$86,500.00	95-870-0450
MECH-2026-0017	2304 Trott Ave SW	Commercial Mechanical	Mechanical	1/14/2026	\$129,500.00	95-870-0450
RMECH-2025-0128	601 2nd St SW	Residential Mechanical	Mechanical	1/20/2026	\$11,000.00	95-006-1580
RMECH-2026-0134	301 11th St NW	Residential Mechanical	Mechanical	1/21/2026	\$5,000.00	95-009-1250
RMECH-2026-0135	908 Pleasant View Dr SE	Residential Mechanical	Mechanical	1/26/2026	\$5,000.00	95-671-0860
BLDC-2026-0074	501 1st St S	Commercial	Alteration/Remodel	1/27/2026	\$5,000.00	95-012-0400
BLDR-2026-0317	723 3rd St SW	Residential	Alteration/Remodel	1/27/2026	\$35,986.00	95-006-4030
RPLUMB-2026-0029	723 3rd St SW	Residential Plumbing	Plumbing	1/29/2026	\$9,750.00	95-006-4030
RMECH-2026-0136	725 4th St SE	Residential Mechanical	Mechanical	1/29/2026	\$5,000.00	95-250-0080
BLDR-2026-0322	3300 Eagle Ridge Dr E	Residential	Residing	1/29/2026	\$52,000.00	95-148-0540
FIRE-2026-0014	1305 1st St S	Fire Alarm	Fire Alarm	1/29/2026	\$2,695.00	95-923-8620
BLDC-2026-0071	2015 1st St S	Commercial	Re-Roof	1/29/2026	\$84,000.00	95-323-0030
RMECH-2026-0137	610 13th St SW	Residential Mechanical	Mechanical	1/30/2026	\$8,176.00	95-006-7940

21 Total Permits				Total Valuation:	\$1,173,337.00
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YTD Permits: 21
YTD Valuation: \$1,173,337.00



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.A.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Willmar Civic Center-Blue Line Arena Roof Project		

RECOMMENDED ACTION:

Adopt a resolution accepting the proposal from The Jamar Company for the replacement of the Blue Line Arena roof in the amount of \$263,797.

OVERVIEW:

The roof at Blue Line Arena was installed in 1998 and remains the facility's original roof. Over the past several years, the roof has developed leaks that staff have addressed through annual repairs. While these repairs have temporarily managed the issue, the roof's condition has continued to deteriorate. The extent of the damage has reached the point where repairs are no longer practical for staff to complete, and the roof must be replaced.

In addition to the roof replacement, there has been discussion of improving or replacing the ceiling insulation as part of the project to improve energy efficiency and overall building performance.

Staff researched several roofing options and determined that the best solution for the facility is to install a flute filler and insulation over the existing roof, then cover the insulation with a TPO roofing membrane. This roofing system would provide improved insulation, durability, and long-term performance. The proposed roof system also includes a 20-year warranty. The project will start and finish this year without disrupting activities in the Blue Line Arena.

The Jamar Company is part of the Sourcewell State Cooperative Purchasing Program (MN-R3-RW-102825-JMR), which allows the project to be completed through cooperative purchasing.

BUDGETARY/FISCAL ISSUES:

Funding for the project will be sourced from the 2026 Capital Improvement Plan (CIP). Budget details include:

- 2026 CIP Blue Line Arena Roof Repair: **\$280,000**
- The Jamar Company project cost: **\$263,797**

- Remaining funds available: **\$16,203**

Staff is currently researching the cost of adding gutters to the building with the remaining available funds.

ALTERNATIVES TO CONSIDER:

Don't approve the proposal.

ATTACHMENTS:

1. Resolution for Jamar Blue Line Roof
2. Blue Line Arena Roofing Proposal

RESOLUTION NO. ____

RESOLUTION APPROVING TO ADOPT A RESOLUTION ACCEPTING THE PROPOSAL FROM THE JAMAR COMPANY FOR THE REPLACEMENT OF THE BLUE LINE ARENA

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution accepting the proposal from The Jamar Company for the replacement of the Blue Line Arena roof in the amount of \$263,797.

Dated this 16th day of March 2026

Douglas E. Reese, Mayor

Attest:

CITY CLERK



March 11, 2026

**City of Willmar
City of Willmar – Blue Line Arena
2707 Arena Dr.
Willmar, MN 56201**

Attention: Rob Baumgarn
Proposal: 26-A-0033
Subject: City of Willmar – Blue Line Arena
Firm Price

Rob Baumgarn,

We are pleased to submit our proposal for your review and consideration. This proposal includes the supply of supervision, labor, tools and equipment to complete the work scope of the subject project.

Proposal Contents:

- Technical Response
- Commercial Clarifications

Please do not hesitate to contact us with any questions or if you require any clarifications.

Best Regards,
THE JAMAR COMPANY

A handwritten signature in black ink, appearing to read "G-Tugana".

Gavin Tugana
Service Account Manager - Architectural
P: (651) 421-4826 – gavin.tugana@jamarcompany.us

Technical Response – 26-A-0033 – City of Willmar – Blue Line Arena

Our proposal pricing is for the scope and schedule included in the referenced request for proposal. It is based on owner / customers' acceptance of the technical and commercial clarifications included in this proposal. Should any of these conditions change, including the schedule and award date, we reserve the right to revise the price accordingly. Pricing for additional goods and services can be supplied upon request.

Our total Firm Price estimate for this project is..... \$ 263,797.00
which breaks down as follows:

- Labor \$ 68,825.00
- Materials \$ 170,214.00
- Equipment..... \$ 24,758.00

Clarifications:

- 1) Our proposal is based on a contract award on or before April 20, 2026.
- 2) Our proposal is based on working a normal 40-hour workweek, Monday through Friday, excluding Saturday, Sunday, and Holidays.
- 3) Our proposal is based on a June through August 2026 construction schedule.
- 4) Our proposal is based on **furnishing** the following:
 - a. Provide building permit for the scope of work below.
 - b. Install (1) layer of EPS flute filler to exactly fit the profile of the existing R-panel roof system
 - c. Install (1) layer of 1.5" polyisocyanurate insulation system mechanically fastened to the purlins.
 - d. Install new dimensional 2 x lumber at perimeter edge of roof.
 - e. 60 mil reinforced TPO roof system, adhered (Color: White).
 - f. Properly flash all roof penetrations, drains, curbs, and roof to wall details. *NOTE: Jamar will replace all existing cone caps as a part of this project.*
 - g. New 24-gauge pre-finished roof edge metal with 22-gauge galvanized keeper strip; roof edge metal will be stripped in with 6" cover strip as required by manufacturer.
 - h. Includes new roof flashings for (4) existing pipes that are currently run through the sidewall. *NOTE: Does not include any plumbing or associated scopes for running the pipes through the roof.*
 - i. Manufacturer's 20-year total system warranty
 - j. Clean-up of project related debris upon completion
- 5) Our proposal is based on the following assumptions:
 - a. Retainage will be no more than 5% per MN Statute 337.10.
- 6) Our proposal is based on the **owner / customer furnishing** the following:
 - a. Pricing is based upon material being staged in close proximity to the work area.

- 7) Our proposal is based on **excluding** the following:
- a. Our proposal does not include work with or the removal or disposal of any hazardous material. Removal and disposal of hazardous material, required to complete specified work, is a customer/owner responsibility.
 - b. Payment or performance bonds (can be provided at additional cost, if required)
 - c. Any mechanical, electrical or plumbing disconnects or reconnects.
 - d. Working under winter conditions, including but not limited to ice / snow removal (note: snow and ice removal can be performed on a time and material basis)
 - e. Wood blocking, insulation, spray foam insulation, gypsum board, steel studs, plywood or air barriers located on parapets, roof edges, curbs, control joints or roof to wall details (by others)

Commercial Clarifications – 26-A-0033 – City of Willmar – Blue Line Arena

- 1) A signed authorization to proceed must be provided prior to the performance of any additional work and prior to a change in project scope or schedule. Additional work performed due to changes in the work or out-of-scope tasks may be performed on a time and materials or firm lump sum basis at the owner / customer's option.
- 2) Our proposal pricing is based on material (steel or other) prices and availability at the time of proposal. Market prices for materials are unstable due to a variety of factors. Our proposal price is based on current prices and availability of materials in effect as of the date of this proposal. If, prior to acceptance of a Contract, we determine that its schedule and/or price will be adversely affected by changing market pricing beyond our control, we reserve the right to withdraw or amend our proposal.
- 3) Our proposal is based on working under the terms of the applicable local collective bargaining agreement(s).
- 4) Our proposal does not include sales tax. Jamar assumes that City of Willmar will forward an ST3 form upon acceptance of proposal.
- 5) Our proposal is based on reaching an equitable contract agreement with City of Willmar.
- 6) Jamar shall not, under any circumstances, be liable for damages on account of delay, including without limitation, liquidated, special or consequential damages.
- 7) To the extent specifications call for the roof assembly to meet particular wind loads or uplift pressures, Jamar relies upon the project design professional to specify appropriate materials and components, including deck construction, which will obtain the desired wind-uplift capacity. If the Owner has not retained a design professional to prepare specifications identifying the roof materials and methods of construction, Jamar will install insulation and membrane materials in a good and workmanlike manner as has been listed either by FM Global, the membrane manufacturer or others as having been tested under laboratory conditions and reported to have met the designated load and uplift pressures. Jamar makes no representation regarding wind-uplift resistance or whether the roof assembly will meet a wind-uplift test. Jamar's obligation is to install the prescribed materials in a good and workmanlike manner in accordance with the project designer's specifications or, if there is no project designer, the membrane manufacturer's printed installation instructions.
- 8) Jamar will be utilizing Sourcewell Agreement MN-R3-RW-102825-JMR with a maturity date of 12/1/2027.

- A. Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date. Owner agrees to pay such progress billing in full. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations. All invoices not paid in 30 days will be charged 1½% interest per month on the unpaid balance as well as any fees incurred resulting from collection efforts. Entitlement to payment is not dependent upon meeting criteria promulgated by FM Global, including wind-uplift testing.
- B. Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1½%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- C. Defects and Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- D. Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- E. Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- F. Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph E above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph B.
- G. Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:

Workers Compensation	Statutory Limits
Employer's Liability including "Stop Gap"	\$1,000,000 each accident
Commercial General Liability	\$2,000,000 each occurrence
	\$2,000,000 products/completed operations aggregate
	\$4,000,000 general aggregate (per project)
Commercial Automobile Liability	\$2,000,000 Bodily Injury and Property Damage
	Combined Single Limit

A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph E.

- H. Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- I. Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Contract. The hearing shall be held in the jurisdiction of Duluth, MN.
- J. Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- K. Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- L. Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.
- M. The Jamar Company is committed to providing equal employment opportunity for all individuals. Jamar does not discriminate in employment decisions or practices.**

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

The Jamar Company

City of Willmar

Signature: _____

Signature: _____

Name: _____ x

Name: _____

Its: _____ x

Its: _____

Date: _____ x

Date: _____

Federal Tax ID: 41-1509431
State Tax ID: 3186956



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.B.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Iverson Park Lift Station Bid Award		

RECOMMENDED ACTION:

Adopt the resolution awarding the Iverson Park Lift Station Reconstruction Project to Duininck, Inc. in the amount of \$548,673.25.

Adopt the resolution approving the as-bid budget for the Iverson Park Lift Station Reconstruction Project in the amount of \$887,749.

OVERVIEW:

Bids for the Iverson Park Lift Station Reconstruction Project were opened on February 24th, with 8 bids received. The low bid for the project is Duininck, Inc. in the amount of \$548,673.25. Construction is anticipated to start in May and substantial completion in October.

BUDGETARY/FISCAL ISSUES:

The Engineer's estimate for the project was \$935,000. The project is to be paid with bond proceeds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid Iverson Park Lift Station Reconstruction
2. Resolution- Iverson Park LS As-Bid Budget
3. Iverson Park LS Council Bid Recommendation

Resolution No._____

**A RESOLUTION AWARDING THE IVERSON PARK LIFT STATION RECONSTRUCTION PROJECT TO DUININCK, INC.
IN THE AMOUNT OF \$548,673.25.**

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 Duininck, Inc. of Prinsburg, MN for the Iverson Park Lift Station Reconstruction Project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$548,673.25 .

Dated this 16th day of March, 2026

Mayor

Attest:

City Clerk

RESOLUTION NO. ____
IVERSON PARK LIFT STATION RECONSTRUCTION AS-BID BUDGET
TOTAL COST \$887,749

*Budget Amounts are Essential

Motion By: _____

Second By: _____

Code

PERSONNEL SERVICES

10* Salaries Reg. Employees	
11* Overtime Reg. Employees	
12* Salaries Temp. Employees	
13* Employer Pension Contr.	
14* Employer Ins. Contr.	
TOTAL	\$0.00

RECEIVABLES

Assessments Prop Owners	\$0
Community Investment/Levy	\$0
MSA	\$0
MUC	\$0
WTP	\$887,748.25
LOST	\$0

TOTAL \$887,748.25

SUPPLIES

20* Office Supplies	
21* Small Tools	
22* Motor Fuels & Lubricants	
23* Postage	
24 Mtce. of Equipment	
25 Mtce. of Structures	
26 Mtce. of Other Improvements	
27 Subsistence of Persons	
28 Cleaning & Waste Removal	
29* General Supplies	
TOTAL	\$0.00

FINANCING

GENERAL	\$0
LOST	\$0
MSA	\$0
WTP	\$887,748.25
MUC	\$0

TOTAL \$887,748.25

GRAND TOTAL \$887,748.25

Dated this 16th day of March, 2026

OTHER SERVICES

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$548,673.25
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$82,000.00
TOTAL	\$630,673.25

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv.	\$257,075.00
49 Other Charges	
TOTAL	\$257,075.00
GRAND TOTAL	\$887,748.25



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: March 5, 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: Iverson Park Lift Station Reconstruction
City of Willmar, Minnesota
BMI Project No.: 25X.138090.000

On February 24, 2026, we received eight (8) bids for the Iverson Park Lift Station Reconstruction project. The base bids ranged from \$548,673.25 to \$1,103,090.00. The Engineer's estimate for the project was \$935,000.00. The low bidder for the project is Duinick, Inc. of Prinsburg, Minnesota. A bid tabulation is attached for your review.

The low bid received has submitted a valid bid per instructions to bidders for the construction contract. This includes submitting the required signed bidder forms of the total bid and an effective bid bond. Further inquiry and evaluation with the contractor confirm their understanding of the project scope and a responsible bid has been submitted.

Duinick, Inc. has the equipment, financial resources, and resume to complete the job. The Contractor has completed satisfactory work for the City on similar previous contracts. My recommendation is the City Council award the project for the Iverson Park Lift Station Reconstruction project to Duinick, Inc. of Prinsburg, Minnesota in the amount of \$548,673.25 based on our experience working with the Contractor and all items relating to the submitted bid are conforming of the bid requirements.

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

JJH/kp

Cc: Shane Stefanick, Public Works Director
Jared Voge, City Engineer

Attachments: Bid Tab
Bid Bond
Notice of Award

BID TABULATION

PROJECT: IVERSON PARK LIFT STATION RECONSTRUCTION
WILLMAR, MN

DATE: February 24, 2026

PROJECT NO. 25X.138090.000





TIME: 2:00 P.M.

QUEST PROJECT NO. 10051805

ENGINEER'S ESTIMATE: \$935,000.00

BIDDERS	BASE BID
1. Duinick, Inc. Prinsburg, MN	\$548,673.25
2. Land Pride Construction Paynesville, MN	\$679,327.00
3. Crow River Construction New London, MN	\$752,486.25
4. R & R Excavating, Inc. Hutchinson, MN	\$757,324.25
5. Geislinger & Sons Watkins, MN	\$811,282.50
6. Meyer Contracting Inc. Maple Grove, MN	\$1,036,661.80
7. Kuechle Underground Inc. Kimball, MN	\$1,047,307.00
8. Tom's Backhoe Service Inc. Brainerd, MN	\$1,103,090.00

BID SECURITY FORM

Bidder Name: Duininck Inc Address (principal place of business): 408 6th Street Prinsburg MN 56281	Surety Name: Western Surety Company Address (principal place of business): 151 N Franklin St. Chicago, IL 60606
Owner Name: City of Willmar Address (principal place of business): 333 SW 6th Street, P.O. Box 755 Willmar, MN 56201	Bid Project (name and location): Iverson Park Lift Station Reconstruction - Willmar, MN Bid Due Date: February 24, 2026
Bond Penal Sum: Five Percent (5%) of total bid Date of Bond: February 24, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Duininck Inc <small>(Full formal name of Bidder)</small>	Surety Western Surety Company <small>(Full formal name of Surety) (Corporate Seal)</small>
By:  <small>(Signature)</small>	By:  <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Justin Zylstra</u> <small>(Printed or typed)</small>	Name: <u>Wes G. Wieberdink</u> <small>(Printed or typed)</small>
Title: <u>Vice President</u>	Title: <u>Attorney-In-Fact</u>
Attest:  <small>(Signature)</small>	Attest:  <small>(Signature)</small>
Name: <u>Heidi J Gerdes</u> <small>(Printed or typed)</small>	Name: <u>Wendy Dehmlow</u> <small>(Printed or typed)</small>
Title: <u>Contract Administrator</u>	Title: <u>Administrative Assistant</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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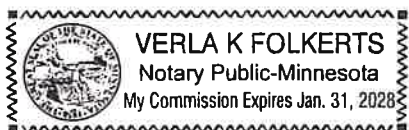
STATE OF Minnesota)SS:
COUNTY OF Kandiyohi)

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

Given under my hand and notarial seal at my office in the City of Prinsburg in said County, this 24th day of February, 2026.

Verla K Folkerts

Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Wes G Wieberdink, Myron Mulder, Individually

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

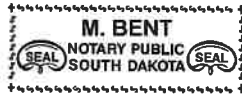
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of February, 2026.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

NOTICE OF AWARD

Date of Issuance:

Owner: City of Willmar Owner's Project No.:
Engineer: Bolton & Menk, Inc. Engineer's Project No.: 25X.138090.000
Project: Iverson Park Lift Station Reconstruction

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- Lift Station Reconstruction

The Contract Price of the awarded Contract is \$ _____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

_____ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver to Owner executed Section 00 51 11 "RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST". Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.
4. Other conditions precedent (if any):
 - None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Willmar

By (signature): _____

Name (printed): Leslie Valiant

Title: City Administrator

Copy: Engineer

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City of Willmar - 25X.138090.000

February 2026

NOTICE OF AWARD

PAGE 00 51 00-1



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.C.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Approve Plans & Specifications, Authorize Advertisement for Bids Project No. 2601-A 4th St SW Reconstruction		

RECOMMENDED ACTION:

Adopt the resolution approving plans and specifications and authorize advertisement for bids on Project No. 2601-A 4th Street SW Reconstruction.

OVERVIEW:

Project No. 2601-A, the reconstruction from 4th Street SW from Willmar Avenue to Trott Avenue, design work has been completed and is ready for bidding. Council action is required for the approval of plans and specifications, and to authorize advertisement for bids. Bids are scheduled to be opened on April 22nd, 2026 at 1:00 p.m.

BUDGETARY/FISCAL ISSUES:

Project funding sources include assessments, Willmar Municipal Utilities, Local Option Sales Tax (LOST), Wastewater, and City funds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Approve Specs & Adv. For Bids Project No. 2601-A
2. Project No. 2601-A Title Sheet

RESOLUTION NO. _____

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR PROJECT NO. 2601-A.

Motion By: _____ Second By: _____

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2601-A Reconstruction for the City of Willmar;

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

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

Dated this 16th day of March, 2026

Mayor

Attest:

City Clerk

CITY OF WILLMAR

CONSTRUCTION PLANS FOR

4TH STREET SW IMPROVEMENT PROJECT

SANITARY SEWER, STORM SEWER, WATERMAIN, STREET RECONSTRUCTION, CONCRETE WALK, ADA IMPROVEMENTS

MARCH, 2026

RESOURCE LIST

CITY ADMINISTRATOR
LESLIE VALIANT
CITY HALL
333 6TH STREET SW
WILLMAR, MN 56201
PHONE: (320) 235-4913
FAX: (320) 235-4917
EMAIL: lvaliant@willmarmn.gov

CITY ENGINEER
JARED VOGUE, P.E.
2040 U.S. HIGHWAY 12 EAST
WILLMAR, MN 56201
CELL: (612) 756-0326
EMAIL: jared.vogue@bolton-menk.com

CONSULTANT
BOLTON & MENK, INC.
JOSHUA HALVORSON, P.E.
2040 U.S. HIGHWAY 12 EAST
WILLMAR, MN 56201
CELL: (320) 905-3520
FAX: (320) 231-9710
EMAIL: joshua.halvorson@bolton-menk.com

WATER
WILLMAR MUNICIPAL UTILITIES
WATER SYSTEMS SUPERVISOR
MATT KADERLIK
700 LITCHFIELD AVENUE SW
P.O. BOX 937
WILLMAR, MN
CELL: (320) 894-8141 (MATT)
EMAIL: mkaderlik@wmu.willmar.mn.us

ELECTRIC
WILLMAR MUNICIPAL UTILITIES
ED ZURN
BRIAN HOOVER
700 LITCHFIELD AVENUE SW
P.O. BOX 937
WILLMAR, MN 56201
PHONE: (320) 235-4422
CELL: (320) 212-8588 (ED)
CELL: (320) 212-0376 (BRIAN)
EMAIL: ezurn@wmu.willmar.mn.us
EMAIL: bh Hoover@wmu.willmar.mn.us

WASTEWATER
CITY OF WILLMAR
JASON LINDAHL
TOM TEMPLER
3000 75TH STREET SW
WILLMAR, MN 56201
PHONE: 320-235-4760
CELL: (320) 905-3659 (JASON)
CELL: (320) 894-2961 (TOM)
EMAIL: jilindahl@willmarmn.gov
EMAIL: ttempler@willmarmn.gov

PUBLIC WORKS
CITY OF WILLMAR
SHANE STEFANICK
333 6TH STREET SW
WILLMAR, MN 56201
PHONE: (320) 214-5171
CELL: (320) 220-3309
sstefanick@willmarmn.gov

UTILITIES

GAS
CENTERPOINT ENERGY
MORGAN ARCH
PHONE: 612-554-7367
EMAIL: Morgan.Arch@centerpointenergy.com

COMMUNICATIONS
LUMEN / CENTURYLINK
BLAYNE LEUTHARD
4658 HEATHERWOOD ROAD
SAINT CLOUD, MN 56301
CELL: 320-291-1807
EMAIL: blayne.leuthard@lumen.com

FIBER OPTIC
WINDSTREAM/EN-TEL
MIKE ALTHOFF
63 MAPLE AVENUE NORTH
MAPLE LAKE, MN 55358
PHONE: (612) 282-2331
EMAIL: Mike.Althoff@windstream.com

FIBER OPTIC
ZAYO GROUP, LLC
STEVEN SENGER
OSP PROJECT MANAGER
5005 CHESHIRE PKWY
SUITE 1
PLYMOUTH, MN 55446
PHONE: (952) 230-9660
CELL: (612) 210-8036
EMAIL: steven.senger@zayo.com
RELOCATION INFORMATION
EMAIL: zayo.relo.minnesota@zayo.com

CABLE
CHARTER COMMUNICATIONS
RICK WYNN
400 LAKELAND DRIVE NE
WILLMAR, MN 56201
PHONE: (320) 235-1535 EXT. 11614
CELL: (320) 247-3533
EMAIL: rick.wynn@charter.com

TV-FIBER-TEL
ARVIG
JOHN VON RUDEN
PHONE: (218) 346-8480
EMAIL: john.vonruden@arvig.com

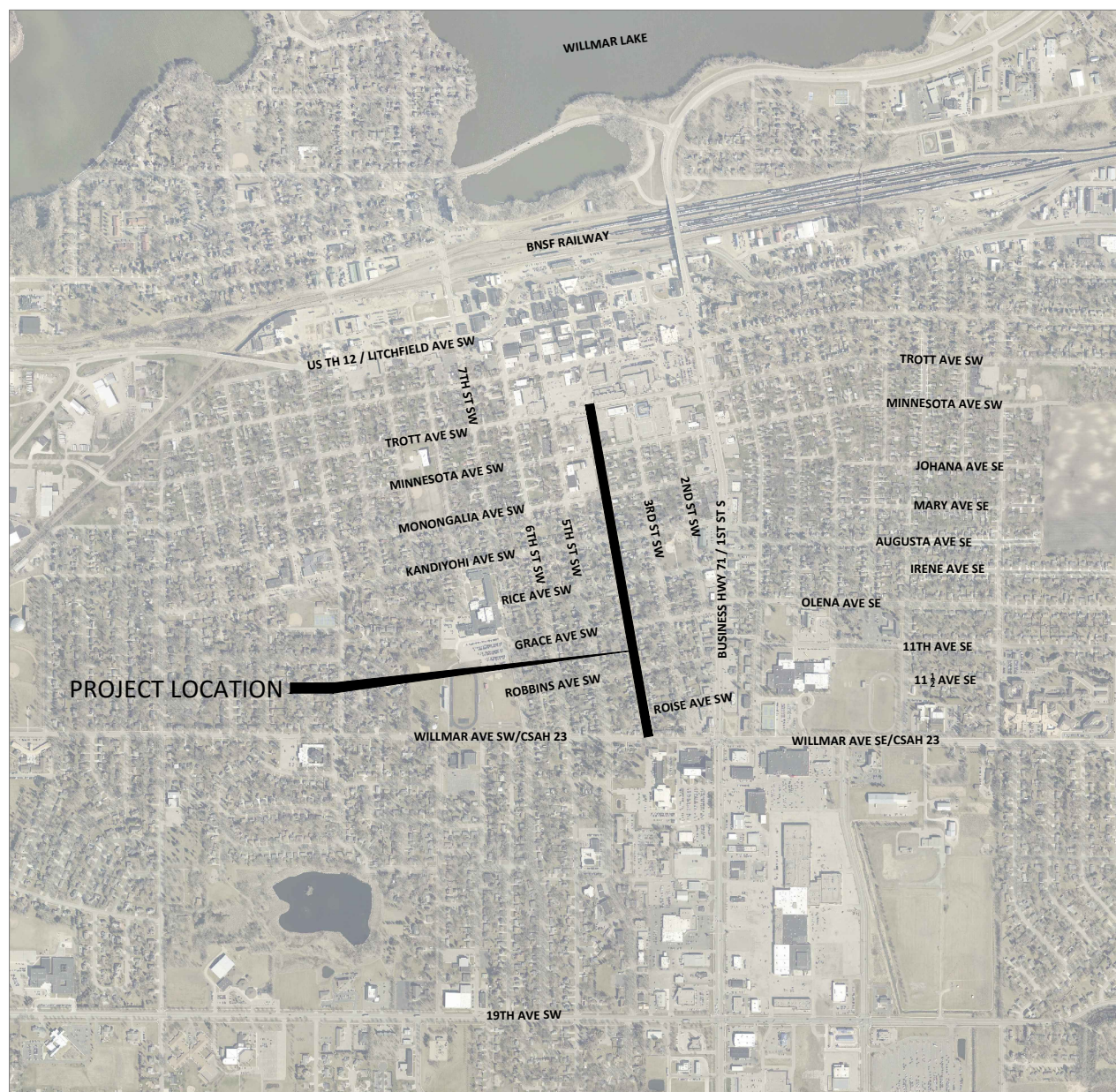
FIBER
CENTRACARE
DAVID LARSON
301 BECKER AVE SW
WILLMAR, MN 56201
CELL: (320) 251-2700
EMAIL: larsondavid@centracare.com

MAP LEGEND

PROJECT LIMITS

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

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



MAP OF THE CITY OF WILLMAR KANDIYOHI COUNTY, MN



0 800 1600
SCALE FEET

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.03	TITLE, LEGEND, CONSTRUCTION NOTES
G1.01 - G1.03	STATEMENT OF ESTIMATED QUANTITIES, TABULATIONS
G2.01 - G2.03	EXISTING UTILITY MAPS
G2.04 - G2.06	PROPOSED UTILITY MAPS
CIVIL	
C0.01 - C0.03	EXISTING CONDITIONS
C0.04 - C0.06	REMOVAL PLAN
C1.01 - C1.15	DETAILS
C2.01 - C2.07	STORMWATER POLLUTION PREVENTION PLAN
C4.01 - C4.07	SANITARY SEWER & WATERMAIN PLAN & PROFILE
C5.01 - C5.05	STORM SEWER PLAN & PROFILE
C6.01 - C6.05	4TH STREET SW PLAN & PROFILE
C6.06 - C6.10	4TH STREET SW SIDEWALK PLAN & PROFILE
C6.11 - C6.20	INTERSECTION DETAILS
C6.21 - C6.29	PEDESTRIAN RAMP DETAILS
C7.01	TRAFFIC CONTROL & PHASING PLAN
C7.02 - C7.03	TEMPORARY ACCESS ROUTE
C7.04 - C7.06	STREET SIGNAGE PLAN
C8.01 - C8.14	CROSS SECTIONS

THIS PLAN SET CONTAINS 101 SHEETS.

± BM= 1122.84
TOP OF NUT HYDRANT
NE QUAD WILLMAR AVE SW
/ CSAH 23 & 4TH ST SW

PROJECT DATUM: KANDIYOHI COUNTY COORDINATES SYSTEM 2011 ADJUSTMENT
HORIZONTAL: NAD 83
VERTICAL: NAVD 88

© Bolton & Menk, Inc. 2026. All Rights Reserved. A:\WILL\2413165\1000\CAD\320\32050501.dwg 3/2/2026 10:20:34 AM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOSHUA J. HALVORSON
LIC. NO. 46291 DATE 03/16/2026



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



DESIGNED	NO.	ISSUED FOR	DATE
SJJ			
DRAWN			
NST - DML - LAV			
CHECKED			
JJH			
CLIENT PROJ. NO.			
24X.136910 / 2501-B			

CITY OF WILLMAR, MINNESOTA		SHEET G0.01
4TH STREET SW IMPROVEMENT PROJECT		
TITLE		



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.D.
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:	Purchase & Replacement of Public Works Plow Truck		

RECOMMENDED ACTION:

Adopt the resolution approving the purchase and replacement of a 2027 International HV507 dump truck in the amount of \$119,915.02 plus tax and license, and snow removal equipment in the amount of \$177,590.00; for a total of \$297,505.02.

OVERVIEW:

Public Works Department staff is requesting the purchase and replacement of a dump truck with snow removal equipment in accordance with the 2026 CIP. The truck chassis is proposed to be purchased from North Central International of St. Cloud per Minnesota State Contract No. 242589 in the amount of \$119,915.02. The snow removal equipment for the truck will be purchased from Towmaster LLC of Litchfield per Minnesota State Contract No. 267372 in the amount of \$177,590.00.

This new unit will replace the 2013 International plow truck, which is showing its age. It has experienced multiple breakdowns from solenoids, leaky hydraulic cylinders, multiple air leaks, and has begun having electrical issues as well. The brine system will be removed from the 2013 unit and installed on another truck in the fleet, providing us with an additional unit to apply even more solution and improve road safety. The 2013 unit will be consigned with North Central International after the City takes possession of the new unit.

BUDGETARY/FISCAL ISSUES:

The 2026 CIP includes \$290,000 for the purchase.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution for Public Works International Truck 2026
2. North Central International Truck Quote
3. Towmaster Equipment Quote
4. Vehicle Replacement Form Unit No. 132487

5. Unit No. 132487 Photo

RESOLUTION NO. ____

A RESOLUTION APPROVING THE PURCHASE OF A 2027 INTERNATIONAL DUMP TRUCK WITH SNOW REMOVAL EQUIPMENT IN THE AMOUNT OF \$297,505.02.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a 2027 International HV507 dump truck from North Central International of St. Cloud, LLC is accepted through State Contract No. 242589 in the amount of \$119,915.02, and snow removal equipment from Towmaster Truck Equipment, LLC through State Contract No. 267372 in the amount of \$177,590, and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidders for the terms and consideration of the contract in the total amount of \$297,505.02 with tax and license paid at a later date.

Dated this 16th day of March, 2026

Mayor

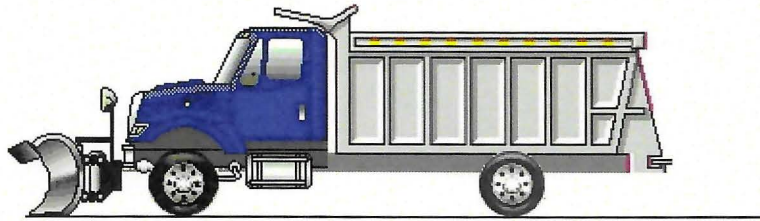
Attest:

City Clerk

Prepared For:
City of Willmar Public Works
Kyle Radunz
801 Industrial Dr. SW
Willmar, MN 56201-2992
(320)235 - 3827
Reference ID: Single Ax plow

Presented By:
NORTH CENTRAL INTL LLC
Brent J Simon
375 33RD AVE. S
SAINT CLOUD MN 56301 - 3751
(320)251-9511

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2027 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 40020. Calc. GCWR: 80000 Calc. Start / Grade Ability: 31.39% / 3.54% @ 55 MPH Calc. Geared Speed: 72.9 MPH
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 59.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 6H39, Brt Med Blu (Custom) Chassis schematic N/A

Vehicle Specifications
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<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV50700	Base Chassis, Model HV507 SFA with 171.00 Wheelbase, 96.00 CA, and 59.00 Axle to Frame.	5957/3683	9640
1ANA	AXLE CONFIGURATION 4x2	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	124/303	427
1LLK	BUMPER, FRONT Omit Item	-88/13	-75
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	142/-37	105
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	217/-217	0
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	2/0	2
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	7/4	11
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	4/0	4
4EXW	BRAKE CHAMBERS, REAR AXLE {Bendix EnduraSure Pro} 30/30 SqIn Spring Brake	0/7	7
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4LGR	SLACK ADJUSTER PINS Stainless Steel Slack Adjuster Pins/Cotter Pins on Front and Rear	0/0	0
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21

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4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-18/26	8
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
4XCZ	BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle	0/106	106
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
5710	STEERING COLUMN Tilting and Telescoping	16/3	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	102/-6	96
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	8/30	38
7BEU	AFTERTREATMENT COVER Aluminum	8/3	11
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	125/51	176
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	40/8	48
7WBA	TAIL PIPE (1) Turnback Type, Bright	5/4	9
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	13/12	25
7WDM	EXHAUST HEIGHT 10'	15/12	27
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8GXJ	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2

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8HAG	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	23/30	53
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	2/0	2
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	5/3	8
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	8/2	10
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Lights for Stop, Turn & Tail Lights, Truck Lite Super 40 for Backup Lights, with Power Module, "International" Termination and Less Junction Box, Includes Incandescent License Plate Light	0/5	5
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-35/12	-23
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	9/1	10
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3

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8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console	3/0	3
8XNY	HEADLIGHTS Halogen	0/0	0
8XPP	USB PORT Two USB-A Ports and Two USB-C Ports, Located in Instrument Panel	0/0	0
9585	FENDER EXTENSIONS Rubber	6/0	6
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9ANG	HOOD, HATCH (01) for Servicing	5/0	5
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10771	PAINT CLASS Single Custom Color	0/0	0
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan	1/0	1
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12926	RADIATOR HOSES Silicone; Molded	0/0	0
12EYY	ENGINE, DIESEL {Cummins L9 350} EPA 2024, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)	528/36	564
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0

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	<u>Includes</u> : FAN Nylon		
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqn, with 1167 Sqn Charge Air Cooler	0/0	0
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	6/0	6
12VKL	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2026	0/0	0
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	2/0	2
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
12WVG	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	203/80	283
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type	25/0	25
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, with On/Off Switch	0/0	0
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0

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13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14ASD	AXLE, REAR, SINGLE {Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends . Gear Ratio: 5.63	0/307	307
	<u>Notes</u> : Axle Lead Time is 60 Days		
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	0/207	207
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/-5	-5
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab	7/10	17
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16975	HEATER HOSES Silicone	0/0	0
16ATC	AUTOMATIC CLIMATE CONTROL Automatically Maintains Cabin Comfort Based on Selected Temperature	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GEG	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16KBC	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Head Rest, Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust, Dual Shocks	0/0	0
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	11/0	11
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	14/9	23
16SNU	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	3/6	9

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	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab	6/1	7
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
16VLV	MONITOR, TIRE PRESSURE Omit	-9/-2	-11
16VSL	WINDSHIELD Heated, Single Piece	0/0	0
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0
16XWJ	WINDSHIELD WIPER BLADES Winter Type	2/0	2
16XXC	COWL TRAY LID	7/4	11
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DYS	WHEELS, FRONT {Maxion 10035} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.30"	79/0	79
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/28	28
29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint	0/0	0
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
7382138137	(4) TIRE, REAR 11R22.5 Load Range H FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive	0/-4	-4
7602653208	(2) TIRE, FRONT 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position	94/0	94

Services Section:

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40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	8035/4778 (lbs)	12813 (lbs)
	Electric Brake controller installed	0/0	0
	Winterfront Installed	0/0	0
	t	0/0	0
	Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description

Price

Net Sales Price:

\$119,915.02

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.

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WILLMAR, CITY OF
PO Box 755
WILLMAR MN 56201

Order Date: Feb 3, 2026
Customer Reference: RFQ
Purchase Order Date: Feb 3, 2026
Customer Number: 1013272
Valid From: Feb 3, 2026

Ship to Address:
WILLMAR, CITY OF
801 INDUSTRIAL DRIVE SW
WILLMAR MN 56201

Product	Description	Quantity	Net Price	Net Value
9900046.	Body 10'6" EDGE-RC/SCIS-46-36-36	1 EA	13448 USD / 1 EA	13,448.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA 46" 3/16" Hardox-450 Front, 36" 3/16" Hardox-450 radius sides (no pockets), 36" 3/16" Hardox-450 Tailgate, 1/4" Hardox-450 Floor, 8" I-Beam Longsills, Air-trip ready linkage, unpainted.			
9901704.	Painting of Dump Body	1 EA	4673 USD / 1 EA	4,673.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA includes media blasting of entire exterior & understructure, Urethane Primed, & Urethane Top Coat CAB MATCH BLUE			
9901701.	Installation of Dump Body to hoist	1 EA	2420 USD / 1 EA	2,420.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA			
9900145.	Body acc'y Airtrip kit w/solenoid vlv	1 EA	505 USD / 1 EA	505.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA			
9901702.	Installation of air tailgate latch kit	1 EA	472 USD / 1 EA	472.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA with solenoid valve in hydraulic valve enclosure			
9900147.	Body acc'y Box Vibrator Cougar DC3200	1 EA	866 USD / 1 EA	866.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA			
9901703.	Installation of Box Vibrator	1 EA	549 USD / 1 EA	549.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA with solenoid located in hydraulic valve enclosure			

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Product	Description	Quantity	Net Price	Net Value
9900155.	1/2 type Stat FS style CS	1 EA	3098 USD / 1 EA	3,098.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA Carbon Steel painted canopy, Hot-Dipped Galvanized Modular Channel support stand, Slotted Center Viewing Window, (2) shovel holders, & reservoir mounts, Installed.			
9900206.	Flip-A-Way CS Access ladder Pkg	1 EA	737 USD / 1 EA	737.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA Includes Grab Handle above, and Interior Step, ea, Installed & Painted LOCATED LH FRONT AREA OF SIDE PANEL.			
9900211.	Body acc'y Dual split sander manifold	1 EA	534 USD / 1 EA	534.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA Located in rear corner post areas			
9900214.	Body acc'y LEVER TOP PIN release	1 EA	1296 USD / 1 EA	1,296.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA Note: Tailgate upper pins Single Axle bodies only			
9904963.	Warning Sys TMTE1SSM-3 (1/2 A 1/2 B)	1 EA	5744 USD / 1 EA	5,744.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA WHELEN (2) SS 23H 3- LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed. NOTE: Blue Lights positioned on RH Front & LH Rear, with flash pattern set to WIG-WAG.			
9905778.	Mirror Mt ABL 3800 LED Plow Lights	1 EA	1567 USD / 1 EA	1,567.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA W/ICE Melting (Heated Lenses) Technology, Installed			
9900259.	LED LEVEL 3 Wing/Scraper work light	1 EA	642 USD / 1 EA	642.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA with disconnect Installed **NOTE: FOR RH SPINNER ILLUMINATION. Mount on RH end of Sander, wire across sander and splice into LH spinner work light. Power up both on (1) individual switch in control console.			
9900266.	Minimizer MIN2261, for SA	1 EA	1232 USD / 1 EA	1,232.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA black Poly, Installed			
9900286.	Tarp mtg sys (Bkts for Future)	1 EA	511 USD / 1 EA	511.00 USD
	Estimated Completion Date: Mar 3, 2026 Confirmed Quantity: 1 EA Installed			
9904691.	INS of (Initial) Single Camera system	1 EA	471 USD / 1 EA	471.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 1 EA Note: or relocation of OEM camera on Vehicle **MOUNTED ON STROBE TUBE FOR WING VIEWING QUED AS DEFAULT CAMERA			
9904692.	Camera only, CCD weather-proof HEATED	2 EA	182 USD / 1 EA	364.00 USD
	Estimated Completion Date: Feb 3, 2026 Confirmed Quantity: 2 EA 120 degree night vision for GEN 5 6100 Application			
9904693.	Camera Harness, 65'	2 EA	195 USD / 1 EA	390.00 USD

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	Estimated Completion Date: Feb 3, 2026 Waterproof GEN 5 6100 Application	Confirmed Quantity: 2 EA		
9904694.	INS of Extra Camera/Harness	1 EA	235 USD / 1 EA	235.00 USD
	Estimated Completion Date: Feb 3, 2026 GEN 5 6100 Application **NOTE: MOUNTED ON RH (CURBSIDE) CORNER POST IN PROTECTIVE COVER FOR REVERSING ACTIVITIES QUED TO REVERSE CIRCUIT	Confirmed Quantity: 1 EA		
1941405.	Camera Guard, SS, Bolt-On	1 EA	43 USD / 1 EA	43.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9905502.	ARC Sensor Mt only 1126929, GEN 5	1 EA	80 USD / 1 EA	80.00 USD
	Estimated Completion Date: Feb 3, 2026 PreCise ARC Sensor Round Mount, only GEN 5 6100	Confirmed Quantity: 1 EA		
9905835.	ARC Sensor only 1117640 WL GEN 5	1 EA	770 USD / 1 EA	770.00 USD
	Estimated Completion Date: Feb 3, 2026 PreCise ARC Sensor only, for Wireless GEN 5 CONTROLLER Applications (LESS MTG BRKT), installed	Confirmed Quantity: 1 EA		
9900994.	Pre-Wet Hyd pump Upgrade	1 EA	3540 USD / 1 EA	3,540.00 USD
	Estimated Completion Date: Feb 3, 2026 in lieu of gravity feed, on all systems, installed complete	Confirmed Quantity: 1 EA		
9900295.	Pre-Wet TMTE/Varietch LDS-TG100-EGF	1 EA	5752 USD / 1 EA	5,752.00 USD
	Estimated Completion Date: Feb 3, 2026 Tailgate mt System. 100 gal tank, SS mtg hardware, plumbing, & Electric Gravity Feed Valve system	Confirmed Quantity: 1 EA		
9902487.	INS of TG pre-wet sys (New Towmaster)	1 EA	1098 USD / 1 EA	1,098.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9900299.	Pre-Wet TMTE/Varitech LDS-TMR-110-EGF	1 EA	3217 USD / 1 EA	3,217.00 USD
	Estimated Completion Date: Feb 3, 2026 Body Side Mt Sys for Elliptical body. (2) 55 gal tanks, mtg hdwe, plumbing, & Elec Gravity Feed valve	Confirmed Quantity: 1 EA		
9902483.	INS of TMR pre-wet sys (New Towmaster)	1 EA	1411 USD / 1 EA	1,411.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9906177.	INS of Slurry System	1 EA	9663 USD / 1 EA	9,663.00 USD
	Estimated Completion Date: Feb 3, 2026 Pump & Installation of DL A/Slurry Plbg, & Discharge System. Includes Plumbing parts, Spraybar, & Selector Valve	Confirmed Quantity: 1 EA		
9903688.	Discharge KIT, Dual Spinner installed	1 EA	844 USD / 1 EA	844.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9901834.	Towmaster 720DH	1 EA	5979 USD / 1 EA	5,979.00 USD
	Estimated Completion Date: Feb 3, 2026 Double Acting, W/Solid block rear hinge point, & OSHA approved saffey props	Confirmed Quantity: 1 EA		
9901712.	INS of SCISSORS TYPE dbl acting hoist	1 EA	2673 USD / 1 EA	2,673.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		

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9904688.	POST-LESS Toe Lift in lieu of Std	1 EA		0.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	No Extra charge			
9902986.	Wing FALLS RHTDL10A/FM-HYDPB-TRIP EDGE	1 EA	15519 USD / 1 EA	15,519.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	Complete RH Discharge Front Mount All Hydraulic Wing Assembly, w/Hydraulic Push-bar, Trip Edge, Primed, LESS CUTTING EDGES			
9902818.	VBL HIGHWEAR Fab Blade, 5/8" x 6" x 3'	1 EA	273 USD / 1 EA	273.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
9902819.	VBL HIGHWEAR Fab Blade, 5/8" x 6" x 4'	2 EA	363 USD / 1 EA	726.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 2 EA	
9900433.	INS TDL/FM Wing - w/STD Couplers	1 EA	4928 USD / 1 EA	4,928.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	Includes mounting to truck w/hoses, fittings & standard bulkhead mounted quick couplers.			
9900479.	Gloss Black - Paint Wing Moldboard	1 EA	465 USD / 1 EA	465.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
9900555.	FALLS 44XB2/STD/STD/SA/SPR-RET/HITCH	1 EA	4478 USD / 1 EA	4,478.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	Pin & Loop style plow hitch, Cheek Plates/Wing Post Provision, Single Acting Lift Cylinder, w/Spring Return, Unpainted			
9900589.	INS Plow Hitch - 40 Series 3 Line/STD	1 EA	2626 USD / 1 EA	2,626.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	Installed to truck frame w/hoses, fittings, & Std Quick Couplers. Painted Gloss Black			
9900545.	INS of (supplied) Multi-Coupler	1 EA		0.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	No Extra Charge -- See Hydraulic Section for Line Item(s) **NOTE: PLOW ANGLE FUNCTION			
9903058.	FALLS PR1243/SLT-TRP/NOSHU/PRI-E1/10GA	1 EA	10177 USD / 1 EA	10,177.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
9900625.	Push Unit FALLS 24/44 Std	1 EA	1312 USD / 1 EA	1,312.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
9900639.	FALLS 1/2" x 12" Std Rubber Snow Flap	1 EA	509 USD / 1 EA	509.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
9900681.	Gloss Black Paint, Rev Plow, w/INS	1 EA	618 USD / 1 EA	618.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
9900730.	SCR-ADJ/SHOE/REV-PLW/STD	1 EA	893 USD / 1 EA	893.00 USD

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	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9902872.	VBL 3/4" x 6" - 4' Carbide	3 EA	335 USD / 1 EA	1,005.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 3 EA		
	w/25° Tungsten Insert, Std Punch, Flat Blade			
9900775.	TMTE Medium Duty STD Plate assembly	1 EA	687 USD / 1 EA	687.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9901172.	Installation of med duty (Weld On)	1 EA	283 USD / 1 EA	283.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9901725.	FALLS FS9-6P-1D-2S	1 EA	8134 USD / 1 EA	8,134.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	Std 9" x 6" Auger, SS Unit, LH & RH discharge, Dual Poly Spinner Ass'y, uni-directional reversible auger, complete.			
9901722.	INS Sander & dual man, Dbl Spin, STD	1 EA	1780 USD / 1 EA	1,780.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	RH & LH rear connections w/std quick couplers, uni-directional auger			
9900823.	TMTE Ext Removable Spill Plates, SS	1 EA	624 USD / 1 EA	624.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	Sander/Tailgate side spill plates, Stainless Steel (mill finish) Construction			
9900851.	Force Add-A-Fold Valve 9 Function	1 EA	17211 USD / 1 EA	17,211.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	Includes SS Enclosure, & Mtg Brackets, Installed HOIST, PLOW, PLOW STEER, WING HEEL, WING TOE, WING PUSH-BAR, AUGER R/L, SPINNER R/L, PREWET			
9902497.	ULTRA-4-6100 control, Installed	1 EA	15961 USD / 1 EA	15,961.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	Force America Ultra Arm-Rest Controller, with all wiring, Seat Mount, and acc'y			
9900882.	TMTE 31 Gal SS Cabshield Mt Res Kit	1 EA	4267 USD / 1 EA	4,267.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	w/intank filter for L/S systems installed			
9900888.	FASD45L LS 3750 psi	1 EA	6416 USD / 1 EA	6,416.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	Force 6 ci Cranshaft Driven Pump, w/Man Ball Valve Shutdown, INSTALLED			
9900871.	Switch TMTE BODY UP Installed	1 EA	288 USD / 1 EA	288.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
9900884.	Low oil ind sys, SLIM/CABSHIELD MT	1 EA	334 USD / 1 EA	334.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	w/light in cab installed			
9900904.	Valve 2-port 1/2" cplr sys installed	1 EA	1265 USD / 1 EA	1,265.00 USD
	Estimated Completion Date: Feb 3, 2026	Confirmed Quantity: 1 EA		
	Multi-Hose High Pressure Coupler system w/parking station & cap. **NOTE: PLOW ANGLE FUNCTION			

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9905014.	Hyd Valve Hose Guard SS installed	1 EA	296 USD / 1 EA	296.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
9900924.	Air Bag kit, man adj, Intl Installed	1 EA	1691 USD / 1 EA	1,691.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	Canadian Load-Share kit, International Application			
WARRANTY.	TOWMASTER EXCLUSIVE WARRANTY	1 EA		0.00 USD
	Estimated Completion Date: Feb 3, 2026		Confirmed Quantity: 1 EA	
	5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.			

Net Due in 30 Days	Total Net Amount	177,590.00 USD
EXW	Taxable Amount	100% 177,590.00 USD
Shipping Point	Total	177,590.00 USD

Accepted by:

_____ Date: _____

We look forward to your order.

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**General Terms and Conditions for the Sale of Goods
by
Subsidiaries of ASH North America, Inc.**

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such sub-sidiary of ASH North America, Inc. identified on the respective Con-firmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint lia-bility in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect un-less otherwise specifically agreed upon by Seller in a writing duly exe-cuted by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or under-standings of the parties in respect to the sale and delivery of the Prod-ucts. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, ex-cept by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as ac-ceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Prod-ucts, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be bind-ing on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Con-firmed Order if Customer is in breach of any of its obligations hereun-der or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Re-quest"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

expenses associated with or incurred due to such cancellation, includ-ing but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Con-firmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agree-ment between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed de-livery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests con-cerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written ap-proval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discre-tion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control re-lease Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has rea-son to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Cus-tomer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each re-minder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall be-come due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, rea-sonable

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applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

VEHICLE/EQUIPMENT CHANGE REQUEST FORM

Department Head - I am requesting the following to occur:

Check Applicable Box

Addition - (To the overall number of vehicles in our fleet):				<input type="checkbox"/>
Deletion - (From the overall number of vehicles in our fleet and not to be replaced):				<input type="checkbox"/>
Replacement - (To be replaced by another vehicle):				<input checked="" type="checkbox"/>
Replacement Adjustment - (Move a budgeted vehicle to a different year in the schedule)				<input type="checkbox"/>
Re-assignment - (Transfer to another City Dept.):				<input type="checkbox"/>
Fixed Asset Number:			<i>Reminder to Attach Photo</i>	
Vehicle Number:	132487	Replacement Cost:	\$290,000	
Vehicle Year:	2013	Vehicle Model:	International 7400	
Mileage:	59797	OR	Hours on vehicle:	4301

(Comments): This is one of our plow trucks that has a route on the east side of town. It currently has a retro fitting system that allows us to apply a brine solution to the roadway. If this unit is replaced, Public Works would remove that system and install it on a different truck in the fleet, which would supply us with an additional unit to apply even more solution for safer roads.

Initial KR

Operator or Supervisor (comments if applicable):

Our snow plow/dump trucks allow Public Works to perform many different tasks throughout the city. By following the vehicle replacement schedule, it allows us to retain reliable equipment. There has been about a 1 1/2 year lead time on these trucks for the last 3 years and our sales rep has informed us of some additional changes in the future for EPA regulations that is going to extend that lead time even further.

Initial KR

Mechanic (comments if applicable):

This unit is starting to show its age. We have experienced multiple breakdowns from solenoids, leaky hydraulic cylinders, multiple air leaks, and occasional electrical problems. Due to these recurring issues, I strongly suggest replacement.

Initial JJ

_____ **APPROVED**

_____ **DENIED**

Vehicle/Equipment Committee

_____ **Date**





City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.E.
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:	Wastewater Professional Services Agreement with Donohue & Associates, Inc.		

RECOMMENDED ACTION:

Adopt the resolution entering into a professional services agreement with Donohue and Associates, Inc. for the Jennie-O Turkey Store (JOTS) Nutrient Removal Project in the amount of \$99,755.

OVERVIEW:

Donohue and Associates, Inc. submitted a proposal for professional services of the Jennie-O Turkey Store Nutrient Removal Project. This project includes the design of biological nutrient removal using biology to remove phosphorus instead of the use of chemicals in the industrial clarifier. This is a more efficient process in the JOTS industrial treatment at Wastewater and would also serve as a long-term cost savings for the City. Donohue anticipates design to be completed with bidding documents available by May 11th, 2026.

BUDGETARY/FISCAL ISSUES:

The project is included in the 2026 CIP and will be funded by the Wastewater operating budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Accept SVCS Donohue & Associates BNR Wastewater Project
2. Donohue Proposal - Selector Mixing Design

Resolution No._____

**A RESOLUTION AWARDING THE WASTEWATER INDUSTRIAL BNR PROJECT PROFESSIONAL SERVICES TO
DONOHUE & ASSOCIATES, INC. IN THE AMOUNT OF \$99,755.**

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 Donohue & Associates, Inc. for the Industrial BNR 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 \$99,755.

Dated this 16TH day of March, 2026

Mayor

Attest:

City Clerk



**PROFESSIONAL SERVICES AGREEMENT
JOTS Nutrient Removal Project (Project)**

City of Willmar (Owner)
333 6th Street SW
Willmar, MN 56201

and

Donohue & Associates, Inc. (Donohue)
3311 Weeden Creek Road
Sheboygan, WI 53015

Who agree as follows:

PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

Services to be provided by Donohue for this Project under this Agreement are as follows:

DESIGN PHASE

1. Conduct a kick-off meeting to confirm project components and initial placement of JOTS Selector mixing system and instrumentation.
2. Produce drawings showing the Work. Submit pre-final drawing sets to the Owner for review and comment. Submit final drawings suitable for bidding. The final drawings will address Owner comments.
3. Produce EJCDC-based front-end specifications (Division 0) and technical specifications (Divisions 1 – 50) defining the Work. Submit a final set of the documents to the Owner for reference during bidding.
4. Produce opinion of probable construction cost prior to bidding.
5. Provide monthly status reports. Topics of the status reports will include Activities This Period, Near-Term Activities, Outstanding Issues, Budget Position, and Schedule.
6. Deliverables shall be in the form of .pdf electronic documents unless noted otherwise. Drawing deliverables shall be 11x17 unless noted otherwise.

BIDDING PHASE

7. Prepare for, conduct, and document Pre-Bid Conference.
8. Respond to questions from Bidders.
9. Prepare Addenda to Bidding Documents as needed.
10. Review bids. Submit recommendation for award.

Donohue shall be authorized to commence the Services set forth herein upon execution of this

Agreement. Donohue will provide Bidding Documents by May 11, 2026.

PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be resulting in a total contract amount of \$99,755.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: _____

Printed Name: Michael Gerbitz, PE

Title: Senior Vice President

Date: _____



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.F.
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:	Approval of Bare Land Lease Agreement with Willmar RC Association		

RECOMMENDED ACTION:

Approve the lease of land and concept of the Remote Control Park.

OVERVIEW:

As directed by City Council in 2025, City staff have worked to find an alternative site for an RC Park proposed. The current proposed site is located upon city-owned Parcels 95-917-5620 and 95-917-5630, which are located on the western edge of the Industrial Park between County Rd 55 and the Willmar Rail Park. The current proposed lease would be for the operation of a remote control (RC) vehicle event space that would include several tracks detailed in the attached site plan. Guests and members of the public would be free to enjoy racing or viewing races during open hours, with a gate providing for security of the site during off-hours. No permanent structures will be built on the site leaving the possibility of future industrial development available following relocation of the RC site.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

Request more information.

ATTACHMENTS:

1. Exhibit B Site
2. RC PARK BARE LAND GROUND LEASE AGREEMENT (v2) 111025



33-018-0010
BROUWER/DARRIN & AMBER

STATE OF MINNESOTA-DOT
95-918-0015

MILLER/GOREY

STATE OF MINNESOTA-DOT
Hwy 12 W

95-917-5705

95-917-5705

CITY OF WILLMAR
95-918-0010

95-917-5705

CITY OF WILLMAR
95-917-5610

LARSON JAMES DONALD
95-917-5810

CITY OF WILLMAR
95-917-5551

45th st sw

95-917-5620

CITY OF WILLMAR
95-917-5630

FUSSY/JASON J & SADIE
33-018-0092

Willmar Twp.

17

Willmar

GROOTHUIS/DANIEL
33-018-0091

95-917-5600
CITY OF WILLMAR

WILLMAR RAIL PARK, LLC
95-878-0010

GROOTHUIS/DANIEL
33-018-0090

55

33-017-1000

33-017-1000

95-917-5810

95-917-5705

BARE LAND LEASE AGREEMENT

This Bare Land Ground Lease Agreement (“Lease”) is made and entered into this ___ day of _____, 20__ (the “Effective Date”), by and between: **The City of Willmar, Minnesota**, a municipal corporation (hereinafter “Lessor” or “City”), and Willmar RC Association, Inc., a Minnesota Non-Profit Corporation. (hereinafter “Lessee”).

ARTICLE 1 LEASE

1.1 Leased Premises. The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, that certain tract of bare land, legally described as:

See Exhibit A Legal Description

The Leased Premises are approximately eight (8) acres, and its boundaries are as outlined and hatched on the attached **Exhibit B Site Map**, which is incorporated herein.

1.2. Lease Term. The initial term of this Lease shall be for five 5 years, commencing on the Effective Date and expiring on _____ (the “Expiration Date”), and may be renewed on terms mutually agreed upon by the Parties in writing.

1.3. Rent. The Lessee shall pay an annual rent to the City in the amount of **Eight Hundred and 00/100 Dollars (\$800.00)** on the Effective Date and thereafter on or before the anniversary of the Effective Date. This nominal rent is permitted and justified due to the public benefit and recreational value provided by the Lessee's use of the Leased Premises. In the event of early termination of this Lease by the City pursuant to Article 4 herein, the City shall refund the Lessee a proportionate amount of any annual rent paid by Lessee for that year.

1.4. Acceptance of Property. Lessee acknowledges that it has inspected the Premises and, accepts the Premises in an “as is” condition, and that the City has made no representation or warranty with regard to the Premises other than what is contained in this Lease.

ARTICLE 2 PERMITTED USE, DEVELOPMENT, AND ZONING

2.1. Permitted Use. The Premises shall be used solely and exclusively for the establishment, operation, and maintenance of a public-access Radio-Controlled (RC) Car Park and related recreational/community activities (the “Permitted Use”).

The following activities are strictly prohibited unless explicitly permitted in writing by the City: long-term storage of private property, or any activities or structures that would interfere exceed 1,276 feet of elevation or threaten the use of airspace or airport communication equipment of the Willmar Municipal Airport, as described in Minnesota Administrative Rules 8800.2400.

2.2. Development Plan and Improvements.

- a. **Plan Approval.** Prior to commencing any construction, grading, or making any improvements to the Premises, the Lessee must submit a detailed Development Plan to the Lessor for review and written approval.
- b. **Permits & Zoning.** Lessee shall be solely responsible for obtaining and complying with all required permits, licenses, and inspections from all governmental authorities, including, but not limited to, compliance with all **City of Willmar zoning and building codes.**

2.3. Ownership and Reversion of Improvements.

- a. **Improvements; Ownership During Term.** Lessee may construct or install improvements, structures, grading, dirt mounds, utilities, or fixtures on the Premises, provided that plans for such improvements are approved in advance in writing by the City. All such improvements shall be at Lessee's expense and shall remain the property of the Lessee during the Lease Term. No work may begin on any approved project until all necessary building permits and other required approvals are secured. All construction shall conform to state law and the Willmar City Code. Lessee agrees that not less than thirty days prior to commencement of any construction, it will provide the City with an executed surety bond (or letter of credit) and sufficient proof of insurance, in such amounts and upon such terms as the City in its reasonable discretion deems necessary, which must be approved by the City before Lessee may commence construction of any improvement..
- b. **Reversion Clause.** Upon the Expiration Date or earlier termination of this Lease, all improvements, structures, grading, dirt mounds, utilities, or fixtures on the Premises shall **automatically become the property of the Lessor (City)**, without compensation to the Lessee.
- c. **Restoration.** Notwithstanding the Reversion Clause, the Lessor reserves the right to require the Lessee, at its sole cost and expense, to remove any or all improvements and restore the Premises to its original bare land condition within 90 days of termination.

ARTICLE 3 OBLIGATIONS, LIABILITY, AND INSURANCE

3.1. Maintenance and Utilities. The Lessee shall be solely responsible for, and shall bear all costs associated with:

- a. **Maintenance:** Maintaining the Premises and all improvements in good condition and repair, including landscaping, track upkeep, waste removal, and general cleanliness.
- b. **Utilities:** All utility costs, including water, sewer, and electricity, required for the operation of the RC Car Park.

3.2. Property Taxes. Lessee acknowledges that the Premises are otherwise not subject to real estate taxes by any taxing jurisdiction. To the extent that this Lease results in the Premises becoming subject to real estate taxes in the future, Lessee shall be solely responsible for the payment of all such taxes as and when due.

3.3. Mechanics Liens. Lessee hereby covenants and agrees that Lessee will not permit or allow any mechanic's or materialman's liens to be placed on the Premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the Premises, Lessee shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that Lessee may contest any such lien provided Lessee first posts a surety bond, approved by, in favor of, and insuring the City, in an amount equal to 125% of the amount of any such lien.

3.4 Waiver and Assumption of Risk. Lessee knows, understands and acknowledges the risks and hazards associated with using the Premises for the purposes permitted herein and hereby assumes any and all risks and hazards associated therewith. Lessee hereby assumes liability, and agrees to be fully and exclusively responsible, for the safety of the persons and property of all of Lessee's agents, representatives, participants, volunteers, guests and invitees while using the Premises or the improvements thereon or performing maintenance thereon or otherwise present on the Premises pursuant to this Agreement. Lessee hereby irrevocably waives any and all claims against the City or any of its officials, employees or agents for any bodily injury (including death), loss or property damage incurred by the Lessee or Lessee's agents, representatives, participants, volunteers, guests and invitees and hereby irrevocably releases and discharges the City and any of its officials, employees or agents from any and all such claims of liability related in any way to the Premises, the improvements existing or to be constructed thereon, or the City's maintenance, repair or other work conducted within the Premises by the Lessee or any other third party engaged by Lessee. The City shall have no liability to the Lessee or Lessee's agents, representatives, participants, volunteers, guests and invitees for personal injury or damage to property, including motor vehicles, occurring at or about the Premises during any use by the Lessee contemplated by this Agreement.

3.5. Indemnification. At all times prior to its substantial completion of the approved improvements pursuant to Article 2 above, Lessee shall indemnify, protect, save, hold harmless and insure the City, 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 which may arise out of or be caused by Lessee or its agents, employees, contractors, or subcontractors with respect to Lessee's use of or presence on the Premises, its construction of any improvements, or its hosting of events thereon. Lessee shall defend the City against the foregoing, or litigation in connection with the foregoing, at Lessee's expense, with counsel reasonably acceptable to the City. The City, 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 gross negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Lease.

3.6. Insurance Requirements. Lessee shall, at its expense, maintain or cause its contractor to maintain in effect at all times prior to its substantial completion of the approved improvements pursuant to Article 2 above and acceptance of the same by the City comprehensive general liability insurance, with minimum coverage of not less than \$2,000,000.00 per occurrence / \$4,000,000.00 aggregate. The City of Willmar shall be identified as an additional insured. The insuring company shall deliver to the City Clerk, certificates of all insurance required (with any higher limits specified), in a form satisfactory to the City, signed by an authorized representative and stating that all provisions of the specified requirements are satisfied. The insurance policy and certificate shall not be canceled, or its conditions altered in any manner without ten days prior written notice to the City Administrator of the City of Willmar. Lessee shall require any volunteers participating in any manner in the construction or installation of improvements on the Premises or preparing the site therefore to execute a “Participant Risk Acknowledgement, Release and Indemnity Agreement” in a form acceptable to the City in its sole discretion.

ARTICLE 4 DEFAULT AND TERMINATION

4.1. Events of Default. The occurrence of any of the following shall constitute an “Event of Default” by the Lessee:

- a. Failure to maintain the required insurance or provide proof of coverage.
- b. Use of the Premises for any purpose other than the Permitted Use.
- c. Breach of any material covenant or term of this Lease.

4.2. City's Right to Cure and Terminate:

- a. Upon an Event of Default (other than failure to maintain insurance, which shall result in immediate termination), the Lessor shall provide written notice to the Lessee.
- b. The Lessee shall have thirty (30) days from receipt of the notice to cure the default. If the default is not cured within the cure period, the Lessor may terminate this Lease immediately upon written notice.

4.3. City's Right of Entry. The Lessor, and its agents or employees, shall have the right to enter the Premises at all reasonable times for the purpose of inspection, making necessary repairs to utility lines, or for any other lawful municipal purpose, without liability to the Lessee.

4.4. Termination for Future Development or Sale:

- a. **Right to Terminate for Development or Sale.** The City, as Lessor, reserves the absolute right to terminate this Lease, in whole or in part, prior to the expiration of the Lease Term or any renewed lease term, if the City, in its sole and absolute discretion, determines that the Leased Premises, or any portion thereof, are needed for:

1. Development or redevelopment by the City, including, but not limited to, public works, infrastructure projects, or municipal facilities; or
 2. Sale, conveyance, or ground lease to a third party for the purpose of commercial, residential, industrial, or mixed-use development or redevelopment.
- b. **Notice of Termination.** If the City elects to exercise this right of termination, the City shall provide the Lessee with of such termination. The Notice of Termination shall specify the effective date of termination.
- c. **Surrender of Premises.** On or before the effective date of termination specified in the Notice, the Lessee shall vacate and surrender the Leased Premises to the City and shall remove all of its personal property, fixtures, and leasehold improvements. The parties shall have the opportunity to negotiate compensation for any property, fixtures, and leasehold improvements that cannot reasonably be removed from the property by Lessee. All obligations of the Lessee under this Lease shall cease as of the effective date of termination, except for obligations and liabilities that accrued prior to that date.
- d. **Emergency Termination.** The City may immediately terminate this Lease without written notice to Lessee as necessary in the case of an emergency involving any human caused or natural event or circumstances causing or threatening loss of life, injury to person or property, human suffering or financial loss, including but not limited to fire, explosion, flood, severe weather, drought, earthquake, spills or releases of oil or hazardous material, contamination, disease, blight, infestation, civil disturbance or riot. In the event of such emergency termination, the City shall provide actual and written notice thereof to Lessee as soon as reasonably possible.
- e. **Effect of Termination.** Upon termination pursuant to this provision, neither the City nor the Lessee shall have any further obligations to the other under this Lease, except for those obligations that expressly survive termination and the City's obligation to pay any compensation due under Section d. The Lessee waives any claim for damages, lost profits, or consequential damages resulting from such early termination.

ARTICLE 5 GENERAL PROVISIONS

5.1. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.2. Notice. All notices required or permitted under this Lease shall be in writing and deemed effective when hand-delivered or three (3) business days after being deposited in the U.S. Mail, certified mail, return receipt requested, to the following addresses:

LESSOR (CITY):

City of Willmar
Willmar City Hall
P.O. Box 755
Willmar, Minnesota 56201
Attn: Planning and Development Dept.

LESSEE:

Willmar RC Association, Inc.

5.3. 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 Lease 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 Lease. Any express waiver of a term of this Lease shall not be binding and effective unless made in writing and properly executed by the waiving party.

5.4. Entire Agreement. This Lease and its Exhibits constitute the entire agreement between the parties and supersedes any prior understandings or agreements. All discussions and negotiations are deemed merged in this Lease.

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

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

5.7. Assignment. This Lease may not be assigned by either party without the written consent of the other party.

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

5.9. No Partnership, Joint Venture, or Fiduciary Relationship. Nothing contained in this Lease shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and Lessee, it being understood that the sole relationship created hereby is one of landlord and tenant.

5.10. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, Lessee agrees that the City, 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 Lessee and involve transactions relating to this Lease. Lessee agrees to maintain these records for a period of six years from the date of termination of this Lease.

5.11. Data Practices. The parties acknowledge that this Lease is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

5.12. Force Majeure. The parties shall each be excused from performance under this Lease while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Lease then the party affected by force majeure shall give written notice with explanation to the other party immediately.

5.13. Compliance with Laws. Lessee shall, at its own expense, abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Lease or to the facilities, programs and staff for which Lessee is responsible. This Lease does not authorize any use of the Premises in violation of applicable land use laws and regulations.

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

5.15. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Lessee arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

5.16. Survivability. Execution. This Lease may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any party to the counterpart shall be deemed a signature to the Lease, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing party.

[Signature pages to follow]



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.G.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Robert Scott, City Attorney
Item:	License Agreement with City Line Towing Sales and Service, Inc.		

RECOMMENDED ACTION:

To Approve the License Agreement with City Line Towing Sales and Service, Inc

OVERVIEW:

On March 4, 2026, the Willmar Planning Commission reviewed and approved the referred action by the City Council to purchase land as identified in the License Agreement with City Line Towing Sales and Service, Inc. The full license agreement is now before the City Council for consideration.

BUDGETARY/FISCAL ISSUES:

Purchase of Land - \$5,000
 Annual License Payment - \$3,600

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Terminable 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 as consideration for 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. 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 Three Thousand Six 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:

CITY LINE TOWING SALES AND SERVICE
LLC

5332 Benson Ave
Willmar, MN 56201

By: _____
_____ (name)
_____ (title)

Date: _____

ADDRESS:

CITY OF WILLMAR, MINNESOTA

333 6th Street SW
Willmar, MN 56201

By: _____
Its: Mayor

By: _____
Its: City Administrator

Date: _____

EXHIBIT A

Depiction of Licensed Premises

EXHIBIT B

Form of Quit Claim Deed



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.H.
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:	Willmar Connect Phase 1 Construction Services Amendment No. 2		

RECOMMENDED ACTION:

To approve the Resolution accepting Amendment No. 2 to the Professional Services Agreement with Bolton & Menk, Inc. for construction services for the Willmar Connect Phase I fiber network project.

OVERVIEW:

Bolton & Menk, Inc. is currently under contract with the City to provide engineering services for the project. Amendment No. 2 expands the existing agreement to address additional professional service needs as the project transitions into construction.

BUDGETARY/FISCAL ISSUES:

Construction Fund/ Bond Proceeds
 Amendment No. 2
 \$520,393

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution BMI Phase 1 - Amendment 2
2. 2026-03-13 Willmar Fiber Network Phase 1 - Amendment 2 letter
3. 2026-03-13 Amendment 2 - Willmar Fiber Project

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY OF WILLMAR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH BOLTON & MENK – AMENDMENT NO. 2

Motion By: _____

Second By: _____

Whereas, the City Council of the City of Willmar, Minnesota, entered into a professional services contract with Bolton and Menk, Inc., on October 7, 2024, for the City of Willmar Proposed Phase 1 Fiber Infrastructure Project.

Whereas, the City Council of the City of Willmar, Minnesota, amended the professional services contract with Bolton and Menk, Inc., on April 21, 2025, to assist with right-of-way easements in specific areas within the project area.

Whereas, the City Council of the City of Willmar, Minnesota, has approved the bids for construction of Willmar Connect Phase 1 and requests that construction services be provided by Bolton and Menk for Willmar Connect Phase 1.

BE IT RESOLVED by the City Council of the City of Willmar, Minnesota, to authorize the Mayor and the City Administrator to enter into an Amended Professional Services Agreement with Bolton & Menk, Inc., for the Willmar Connect Phase 1 Fiber Infrastructure Project in the amount not to exceed \$520,393.

Dated this 16th 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

March 13, 2026

Kyle Box
City Operations Director
City of Willmar
333 Southwest 6th Street
Willmar, Minnesota 56201

RE: Willmar Connect – Phase 1
Amendment #2 – Construction Services

Dear Kyle:

The City of Willmar is currently completing construction agreements for the Willmar Connect - Phase 1. Hence, Bolton & Menk, Inc. is submitting this amendment to complete professional service needs in continuation of the Fiber project for construction services. Our current agreement will be revised to include the anticipated scope of work as detailed in this letter below.

SCOPE OF SERVICES

The following tasks associated with this amendment will be added to the professional services contract as follows:

Task 6: Contract Documents and Revisions

Bolton & Menk will prepare and issue revisions to the plans and specifications to reflect the changes resulting from the City receiving an EDA grant for infrastructure improvements in the industrial park. The revised project scope will remove portions of the proposed fiber optic system through the industrial park and extending the Contract Times. The eliminated portion of the industrial park fiber optic system will be incorporated into the industrial park EDA project and not part of the Willmar Connect Project. Plan and specification revisions will include coordinating and issuing a change order between the City and Contractor for modifying plan sheets and GIS mapping, updating Contract requirements, and revising quantities associated with the eliminated improvements. These revisions will ensure that the Contract Documents accurately represent the updated project scope and provide clear guidance to all stakeholders.

Task 7: Construction Services

Bolton & Menk will provide construction support services to assist the City throughout the duration of the project. These services will include both office-based and on-site support to ensure proper coordination, documentation, and oversight of construction activities. We will administer the construction contract, ensuring compliance with the contract documents on behalf of the City while communicating regularly with City staff.

As part of this task, Bolton & Menk will perform the following Construction Services:

- A. Conduct a preconstruction meeting with project stakeholders.
- B. Respond to Requests for Information (RFIs).
- C. Review and process shop drawing submittals.
- D. Prepare recommendations for Contractor pay requests.

In addition to the services listed above, Bolton & Menk will provide full-time Construction Project Representative(s) (CRP) throughout the duration of the project. Anticipated on-site tasks will include:

- A. Responding to Contractor and field personnel questions.
- B. Conducting onsite construction progress meetings.
- C. Onsite communicating with residents regarding construction activities and impacts.
- D. Performing on-site inspections to verify compliance with plans and specifications.
- E. Measuring and reviewing quantities for payment.
- F. Developing and maintaining a construction punch list.
- G. Coordinate and complete final project closeout activities.
- H. Coordinate GPS data collection to document the actual location of constructed infrastructure.
- I. Coordinate GIS based construction staking.

After all project punch lists items have been completed and all paperwork required by the contract has been received from the contractor, Bolton & Menk will prepare a letter of acceptance recommending final payment be made to close the contract.

Task 8: GPS As-built and Record Plans

Bolton & Menk will download and process all GPS data collected during construction to document the final installed locations of fiber infrastructure. This work will include the verification of data accuracy, performing any necessary post-processing adjustments, organizing the data into a format suitable for incorporation into the project’s record drawings, and integrating the data into the CAD base files, ensuring that the record drawings accurately reflect as-built conditions. In addition to the updated plan sheets, Bolton & Menk will prepare and provide the City with GIS-compatible files containing all installed infrastructure, enabling long-term asset management, system mapping, and future CIP planning efforts.

SCHEDULE

The following schedule to complete the scope of services on the project are as follows:

Amendment #2: Willmar Fiber Network – Phase 1	
Task	Finish
6. Contract Documents & Revisions	May 2026
7. Construction Services	July 2027
8. GPS As-built and Record Plans	August 2027

This schedule will be adjusted based on progression of task deliverables or decisions by the City that may impact the schedule.

FEES

We propose to complete the services identified in the above Scope of Work per our existing agreement for an HOURLY NOT TO EXCEED fee of **\$520,393.00**. Our existing agreement for engineering services through Amendment #1 was \$503,000.00. The revised contract total including Amendment #2 is \$1,023,393.00. The table below is the breakdown costs of the contract including amended additional services:

FEE BREAKDOWN	ESTIMATED COST
Task 1-4: Design Services	\$403,000
Task 5: Survey Services	\$100,000
Task 6: Contract Documents & Revisions	\$33,331
Task 7: Construction Services	\$413,794
Task 8: GPS As-built and Record Plans	\$73,268
Subtotal Amendment #2:	\$520,393
REVISED CONTRACT TOTAL COSTS	\$1,023,393

If you have any questions regarding this amendment, please contact me at your convenience at 320-905-3520 or Joshua.Halvorson@bolton-menk.com. We sincerely thank you for the opportunity and look forward to continuing to serve the City of Willmar on this project. We are prepared to proceed upon your notification.

Sincerely,

Bolton & Menk, Inc.



Joshua J. Halvorson
Principal Engineer

cc: Shane Stefanick, Public Works Director
Jared Voge, City Engineer

Attachments: Amendment #2

AMENDMENT NO. 2
CONSULTANT SERVICES CONTRACT
CITY OF WILLMAR FIBER NETWORK – PHASE 1
EXECUTED JULY 15TH, 2024

This Contract amendment is made this 16th day of March, 2026, by and between the CITY and CONSULTANT.

WHEREAS, CITY requires additional professional services in conjunction with the Project; and

WHEREAS, CONSULTANT agrees to furnish the additional professional services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree to amend the contract as follows:

SECTION I – CONSULTANT'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONSULTANT agrees to perform the additional professional services described within the letter dated March 13th, 2026.

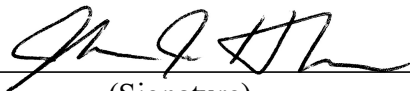
SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONSULTANT \$520,393.00 for the services set forth in this amendment resulting in a total amended contract amount of \$1,023,393.00.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this amendment the day and year first above written.

CONSULTANT

By: 
(Signature)

Date: 3/17/2026

Title: Principal Engineer
Print Name: Joshua Halvorson

CITY

By: _____
(Signature)

Date: _____

Title: City Administrator
Print Name: Leslie Valiant

By: _____
(Signature)

Date: _____

Title: Mayor
Print Name: Douglas Reese



City Council Action Request

Council Meeting Date:	March 16, 2026	Agenda Item Number:	9.I.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Willmar Connect Phase 1 Professional Services with Hometown Fiber		

RECOMMENDED ACTION:

Execute a Professional Services Agreement with Hometown Fiber for construction oversight, technical consulting, and Network Operations Center (NOC) planning services for the Willmar Connect Phase 1 fiber network project.

OVERVIEW:

Phase 1 of the project includes technical construction support of the Outside Plant (OSP) fiber network and development of a centralized Network Operations Center (NOC) that will serve as the operational hub for the city’s fiber infrastructure. The NOC will allow multiple Internet Service Providers (ISPs) to interconnect with the network to deliver services to residents and businesses while the City retains ownership of the underlying infrastructure.

The proposed agreement with Hometown Fiber provides specialized telecommunications engineering and operational expertise to support the project during construction and commissioning.

BUDGETARY/FISCAL ISSUES:

Construction/ Bond Fund
\$400,000

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution HTF Phase 1
2. Hometown Fiber Proposal V1R0 Willmar Connect 13 MAR 2026

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE CITY OF WILLMAR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH HOMETOWN FIBER

Motion By: _____

Second By: _____

Whereas, the City Council of the City of Willmar, Minnesota, has approved the bids for construction of Willmar Connect Phase 1 and requests that technical construction services be provided by Hometown Fiber for Willmar Connect Phase 1 and the Network Operation Center.

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 Hometown Fiber for the Willmar Connect Phase 1 Fiber Infrastructure Project in the amount not to exceed \$400,000.

Dated this 16th day of March 2026

MAYOR

Attest:

CITY CLERK



HOMETOWN FIBER
Own Your Future

Willmar Connect

Phase 1 Technology Consulting Services

PROFESSIONAL SERVICES PROPOSAL

13 MAR 2026

V1.R0

Submitted to:

Kyle Box, Operations Director
kbox@willmar.gov
320.214.5172

Authored by:

Kyle Moorhead, President
kyle@yourhometownfiber.com
612.819.9077

HOMETOWN FIBER
601 Carlson Parkway, 10th Floor | Minnetonka, MN 55305
763.299.9500 | yourhometownfiber.com

EXECUTIVE SUMMARY

Item	Summary
Client	City of Willmar
Engineer of Record	Bolton & Menk
Telecom Technical Consultant	Hometown Fiber
Scope	Fiber network implementation support, NOC development, ISP coordination
Contract Type	As-needed professional services
Monthly Cap	\$50,000
Total Cap	\$400,000
Term	March 2026 – December 31, 2026



The City of Willmar is advancing the Willmar Connect municipal fiber network to ensure long-term technical reliability, operational efficiency, and financial sustainability. This proposal outlines Hometown Fiber's role in providing specialized **telecommunications consulting and implementation support** for Phase I of the Outside Plant (OSP) **fiber network** and the Network Operations Center (**NOC**), along with planning support for the Industrial Park fiber infrastructure.

Bolton & Menk will serve as the City's Engineer of Record and will continue to lead civil engineering, design documentation, and construction administration activities for the project. Hometown Fiber will provide **specialized** fiber network, telecommunications, and Network Operations Center **expertise**, working in close **coordination** with the **City and Bolton & Menk** to reduce project risk, avoid duplication of effort, and support successful project delivery.

The proposed NOC will serve as the central operating hub for Willmar's City-wide fiber optic network. Multiple Internet Service Providers (ISPs) will interconnect at this facility to deliver competitive retail services. This carrier-neutral model supports competition, redundancy, and long-term economic development while preserving City ownership of critical infrastructure.

Under this proposal, Hometown Fiber will **assist City staff** in advancing **NOC technical systems**, coordinating telecommunications infrastructure deployment, and preparing the network for operational readiness. A key objective of this engagement is to support **City staff onboarding** and knowledge transfer so the City can efficiently operate the network while **minimizing** long-term **reliance** on outside consulting services.



PROJECT OBJECTIVES

- Support City staff onboarding, documentation, and operational readiness to minimize long-term external consulting costs
- Ensure construction quality and compliance with fiber network design standards
- Maintain accurate, near-real-time fiber optic network as-built documentation
- Technical coordination among City staff, Bolton & Menk, contractors, ISPs, and transport partners
- Technical support rebidding the Industrial Park fiber optic infrastructure
- Prepare Phase I infrastructure for operational readiness and service activation
- Phase I NOC renovation and commissioning

SCOPE OF SERVICES

Hometown Fiber will coordinate closely with City staff and Bolton & Menk throughout the project to ensure that telecommunications infrastructure, network operations requirements, and ISP interconnections are integrated efficiently with the City's engineering, construction, and infrastructure development activities.

Services described in this proposal are intended to **supplement, and not duplicate**, the engineering and construction administration services provided by Bolton & Menk. Additionally, these services are intended to supplement, and not duplicate, the City's internal capabilities.



CONSTRUCTION OVERSIGHT

All construction administration and engineering oversight responsibilities will remain under the direction of Bolton & Menk as the City's Engineer of Record. Hometown Fiber will provide telecommunications technical coordination and implementation support during construction, working closely with City staff and Bolton & Menk to ensure alignment between fiber infrastructure deployment, network operations requirements, and ISP interconnection needs.

- Coordination with City, ISPs, and transport networks
- Review of field conditions and contractor work – NOC & fiber networks
- Support for RFIs, RFCs, and change order mitigation – NOC & fiber networks
- Periodic site visits and frequent remote coordination
- Technical coordination of NOC during construction
- Punch-list development and closeout support – NOC & fiber networks
- Technical coordination for termination and commissioning of transport networks, ISP networks, and building systems
- Support City staff in evaluating internal versus external operational responsibilities and assist with onboarding and training.
- Other tasks as specifically directed by City Staff

TESTING & DOCUMENTATION

- GIS-based near-real-time as-built records for the fiber network
- OTDR and related fiber testing to verify installation quality and performance
- Compilation of test results and acceptance documentation
- NOC electric oversight such as generator load testing, UPS, surge protection, circuit redundancy routing, EMP protection, technology grounding
- NOC HVAC: cooling load, redundant cooling capabilities, sub-floor plenum, roof and building envelope options
- NOC Low-Voltage: Fiber routes, supports, redundant circuits, labeling, commissioning, and City Staff technical and user training



ISP & NETWORK COORDINATION

- Work with City staff to coordinate technical consultation with ISPs and transport providers
- Support City staff with interconnection planning and service activation readiness
- Coordination between construction progress and ISP marketing activities
- Coordination with City staff regarding NOC access and fees, rack space allocation, interconnections to Willmar Connect, interconnections to transport networks.
- Work with City staff to establish automated ticketing, operations, and billing system interoperability and integration

INDUSTRIAL PARK GRANT SUPPORT

- Assist the City in removing the Industrial Park scope from Phase I
- Support rebidding the Industrial Park fiber project as a standalone effort
- Update splice schedules and construction documents accordingly

KEY DELIVERABLES

- Documentation and operational procedures to support City staff onboarding
- Coordination with Bolton & Menk to ensure clear separation of engineering and telecommunications services
- Technical support for City staff and other tasks as directed
- Support for selection and implementation of operational software, billing systems (BSS), and network management/ticketing systems (OSS)
- GIS-based (Esri) as-builts which include splicing, test records, and network traffic
- OTDR test results and acceptance records
- Support for City to establish ISP interconnection and transport network readiness
- Industrial Park scope separation and rebid support
- Other tasks as required by City Staff



ANTICIPATED SCHEDULE

Services will commence upon Authorization to Proceed and shall **conclude** on **December 31, 2026**.

- Authorization to Proceed: March 2026
- NOC RFP and Renovations: March - August 2026
- Industrial Park Scope Removal: March 2026
- Construction Coordination & Oversight: March – December 2026
- ISP Service Turn-Ups Begin: September 2026
- Substantial Completion: December 31, 2026



2026 HOMETOWN FIBER RATES

This is an as-needed professional services engagement. Costs will scale with construction activities and client needs. Rates will be honored through December 31, 2026 and are calculated per-person, per-hour, from point of departure to location and return, and are accounted in quarter-hour increments.

PRINCIPAL CONSULTANT: \$180

Strategic advisory and executive technical leadership including broadband network architecture, NOC planning, business case evaluation, ISP and transport coordination, executive presentations, and overall program risk management.

SENIOR CONSULTANT: \$150

Technical leadership including fiber-optic network design, splice schedules, and telecom infrastructure including facilities. GIS architecture, construction oversight, quality assurance, optical time domain reflectometer (OTDR) evaluation, and stakeholder coordination.

TECHNICAL CONSULTANT: \$100

Technical and analytical services including GIS mapping, field verification, splice schedules, OTDR testing and documentation, data analysis, drafting, 3D CAD (REVIT), and preparation of planning and design deliverables.

PROJECT COORDINATOR: \$60

Project coordination and administrative support that is not technical in nature such as scheduling, documentation management, meeting coordination, correspondence, artificial intelligence, and other project related non-technical tasks.



2026 TRAVEL

Travel expenses shall be reasonable, necessary, and directly attributable to the project. When travel is required, travel-related fees shall be billed in accordance with the terms set forth herein.

TRAVEL TIME

Travel time necessary to perform services, including travel to and from project locations, is billable at the applicable hourly rate of the consultant, and calculated portal-to-portal.

OVERNIGHT TRAVEL

Overnight travel requires **approval** by the client **prior to travel**. A per diem of \$200 per person per day will be billed to reimburse lodging, meals, and incidental expenses incurred during overnight travel.

DIRECT TRAVEL EXPENSES

Actual costs incurred for airfare, rental vehicles, parking, tolls, and similar travel-related expenses will be billed **at cost**, without markup.

2026 REIMBURSABLE EXPENSES

All reimbursable expenses shall be reasonable, necessary, and directly attributable to the project. Any incidental project expenses will be disclosed in advance and **approved** by the City **prior** to incurring the expense.



PROJECT-SPECIFIC TECHNOLOGY COSTS

Certain project-specific technology costs may be required to support the implementation and operation of the Willmar Connect network. These may include GIS hosting credits, Autodesk cloud services, cloud data storage, database hosting, artificial intelligence tools, and OSS/BSS software licensing.

Where feasible, these services will be established directly under City accounts so the City maintains long-term ownership and control of the associated systems and data.

INCIDENTAL PROJECT EXPENSES

Infrequently and only when necessary to support project deliverables, Hometown Fiber may bill incidental project expenses at cost and without markup. These include printing, advertising, web hosting, website development, public communications materials, or similar project-related costs. Prior City approval is required before incidental project expenses are incurred.

TERMS

Professional service fees under this agreement shall not exceed **\$50,000** per month or **\$400,000** in total. This proposal expires **December 31, 2026** unless extended by written agreement.

Pricing set forth herein shall remain valid through December 31, 2026. Upon receipt of authorization to proceed, Hometown Fiber will lock the applicable rates for this project.

Payment terms shall be Net 30 from the date of invoice. In the event of overdue invoices, Hometown Fiber reserves the right to suspend services upon reasonable notice to the City.

This proposal and the associated cost estimates are based entirely on scope, rates, and fees set forth herein.



AUTHORIZATION TO PROCEED

Approval of this proposal by the City of Willmar authorizes Hometown Fiber to proceed with the professional services described herein, subject to the scope, terms, conditions, and fee limitations contained in this proposal. Total professional service fees shall not exceed \$50,000 per month and \$400,000 in aggregate. This authorization shall remain in effect through December 31, 2026, unless terminated, extended, or modified by written agreement of the parties.

CITY OF WILLMAR


Doug Reese
Mayor, City of Willmar

Date

Leslie Valiant
City Administrator, City of Willmar

Date

HOMETOWN FIBER



Kyle Moorhead
President, Hometown Fiber

March 13, 2026

Date

