



WILLMAR CITY COUNCIL MEETING

MONDAY, JULY 6, 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 June 15, 2026
  - B. Willmar Charter Commission Minutes of June 23, 2026 - Draft
  - C. Willmar Municipal Utilities Commission Minutes of June 22, 2026, Draft
  - D. March 2026 Parks & Recreation Board Meeting Minutes
  - E. Police Civil Service Commission Minutes of June 16, 2026\_Draft
  - F. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Kandiyohi County Fair Association
  - G. Willmar Hockey Boosters Blueline Club Lawful Gambling Application
  - H. Consideration of Resolution Appointing Election Judges for the 2026, Primary and General Elections
  - I. Willmar Municipal Utilities Commission Application
  - J. Approve a Contract With Garage Technology Services, Inc.
  - K. Accounts Payable Report, 6/11/2026 - 7/1/2026
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Regular Business
  - A. Donation of a Construction Project
  - B. Approve the hiring of Christopher Frank as the City of Willmar Planning and Development Director
  - C. Police Department Command Center & SWAT Bus
  - D. Eagle Lake Sewer Lift Stations 1,3, & 4 Control Panel Replacements Preliminary Budget

- E. Lakeland Drive Path Improvement Project Active Transportation Funding Grant Agreement
- F. Sanitary Sewer Lining Project Award
- G. Consideration of Mariscos Y Tacos El Viejon On-Sale Wine and 3.2 % Intoxicating Liquor Licenses
- H. Resolution to Acknowledge Donations for the Second Quarter of 2026

10. Announcements

11. Closed Session

- A. Minn. Stat. § 13D.05, subd. 3(c) - Parcels 95-003-4820, 95-003-4830 and 95-003-4940

12. Adjourn

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

June 15, 2026  
6:30 PM

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

Also present were City Operations Director Kyle Box, Police Chief Michael Holme, Finance Director Tom Odens, Interim Planning and Development Director Chris Frank, Economic and Community Development Specialist Sara Lundquist, Human Resource Director Alissa Gambrel, Public Works Director Shane Stefanick, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, City Clerk Vernae Larsen, and City Attorney Robert Scott.

There were no additions or deletions to the agenda. Council Member Gilbertson moved to approve the **Agenda as presented**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes      Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, 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 June 1, 2026
- B. Willmar Municipal Utilities Commission Minutes of June 8, 2026, Draft
- C. Kandiyohi County Firefighter Honor Guard Lawful Gambling Application
- D. Planning Commission Applicant
- E. Accounts Payable Report, May 28, 2026 - June 10,

2026 Information:

- F. Director Reports
- G. Willmar Municipal Utilities Commission Application

H. WMU Financial Report for April 2026

I. Finance Report for May 2026

A motion was made by Council Member Gardner to **Approve Consent Agenda Items as presented**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

## **PRESENTATION: WILLMAR FESTS ROYALTY**

### **A. Presentation: Willmar Fests Royalty - James Miller**

Willmar Fests President James Miller addressed the council about upcoming Willmar Fests activities, and the Willmar Fest Queen of Festivals Keyla Maciel and Aqua Princess Julie Lindquist spoke about their exciting year as ambassadors for the city.

## **PUBLIC HEARING**

### **A. Ordinance Authorizing the Issuance of General Obligation Improvement, Abatement, and Utility Bonds, Series 2026B**

Baker Tilly representative Elizabeth Bergman provided an overview of the bond and abatement ordinance. Mayor Pro Tem Ask opened the public hearing at 6:52 PM. With no one from the public present to speak for or against the proposed ordinance, Mayor Pro Tem Ask closed the public hearing at 6:52 PM. A motion was made by Council Member Gilbertson to **Adopt Ordinance No. 1547 Authorizing the Issuance of General Obligation Improvement, Abatement, and Utility Bonds, Series 2026B**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

A motion was made by Council Member Shuldes to **Adopt Resolution No. 2026-078 providing for the Competitive Negotiated Sale of \$7,775,000 General Obligation Improvement, Abatement and Utility Bonds, Series 2026B**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

**B. Resolution Approving Tax Abatement (GO Abatement 2026B)**

Finance Director Tom Odens gave details of the abatement. Mayor Pro Tem Ask opened the public hearing at 6:56 PM. With no one from the public present to speak for or against the proposed ordinance, Mayor Pro Tem Ask closed the Public Hearing at 6:56 PM. Council Member Shuldes moved to **Adopt Resolution No. 2026-079 Approving Tax Abatements (GO Abatement 2026B)**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

**REGULAR BUSINESS**

**A. Approval to City Staff to Recommend Eligible Census Tract to the Governor's Office for 2027 Opportunity Zone**

Interim Planning and Development Director Chris Frank provided details of the new Opportunity Zones that have been designated in the City of Willmar. A motion was made by Council Member Gardner to **engage City Staff, with support from KCED, to recommend Willmar's eligible census tract to the Governor's office for the 2027-2037 Opportunity Zone**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

**B. Acceptance of Donation from the Willmar Rotary Club**

Operations Director Kyle Box gave details of the donation from Willmar Rotary Club for the Amphitheater project. Council Member Gilbertson made a motion to **Adopt Resolution No. 2026-080 Accepting Donation from the Rotary Club of Willmar for the Robbins Island Amphitheater Project**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

**C. Robbins Island Amphitheater Project-Award Bid Marcus Construction**

Operations Director Kyle Box provided bid information for the amphitheater project. A motion was made by Council Member Butterfield to **Adopt Resolution No. 2026-081**

**Approving the Contract with Marcus Construction for the construction of the Amphitheater Project for \$2,158,600 and set the overall budget for the project at \$3,118,513.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

**D. American Engineering Testing Proposal — Robbins Island Amphitheater Project**

Operations Director Kyle Box explained the need for soil testing at the site of the amphitheater project throughout the project. Council Member Shuldes moved to **Adopt Resolution No. 2026-082 Approving the Proposal with American Engineering Testing for special testing services associated with the Robbins Island Amphitheater Project in the amount of \$20,603 and establishing an overall testing budget of \$26,000 for testing and related services associated with the project, contingent upon City Attorney review.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

**E. T.H. 40 Turnlane Expansion Project Bid Award**

City Engineer Jared Voge provided details of the bids for the Trunk Highway 40 turn lane project. A motion was made by Council Member Gardner to **Adopt Resolution No. 2026-083 Awarding the T.H. 40 Turnlane Expansion Project to Joe Riley Construction in the amount of \$1,308,812.34.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Davis moved to **Adopt Resolution No. 2026-084 Approving the As-Bid Budget for the T.H. 40 Turnlane Expansion Project in the amount of \$1,895,095.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

**CLOSED SESSION**

**A. Minn. Stat. § 13D.05, subd. 3(c) - Parcels 95-003-4820, 95-003-4830 and 95-003-4940**

A motion was made by Council Member Davis to enter into **Closed Session pursuant to Minn. Stat. § 13D.05, subd. 3(c) to discuss Parcels 95-003-4820, 95-003-4830 and 95-003-4940**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

The Council entered into closed session at 7:31 PM. City Staff present were Operations Director Kyle Box, City Interim Planning and Development Director Chris Frank, Finance Director Tom Odens, Public Works Director Shane Stafanick, City Clerk Vernae Larsen and City Attorney Robert Scott. Also present was KCED Representative Marv Calvin. **Closed Session concluded at 8:33 PM.**

With no further business to discuss, Council Member Nelsen moved to **Adjourn at 8:33 PM**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

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MAYOR

Attest:

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CITY CLERK

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

HELD: June 15, 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 15<sup>th</sup> day of June, 2026,

at 6:30 o'clock P.M. for the purpose in part of authorizing the competitive negotiated sale of the \$7,775,000 General Obligation Improvement, Abatement, and Utility Bonds, Series 2026B of said City.

The following members were present: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Davis, Council Member Butterfield, Council Member Shuldes

and the following were absent: Mayor Reese and Council Member Fagerlie

Member Shuldes introduced the following resolution and moved its adoption:

RESOLUTION 2026-078 PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF \$7,775,000 GENERAL OBLIGATION IMPROVEMENT, ABATEMENT, AND UTILITY BONDS, SERIES 2026B

A. WHEREAS, the City Council of the City of Willmar, Minnesota, has heretofore determined that it is necessary and expedient to issue its \$7,775,000 General Obligation Improvement, Abatement, and Utility Bonds, Series 2026B (the "Bonds") to finance (i) various public improvement projects in the City, including without limitation a project referred to as 2026 Street and Other Improvements (including 2601-A, 4th St SW), (ii) the Lakeland Bike Path, (iii) various wastewater utility improvements including treatment plant improvements, and (iv) 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.

Councilmember Shuldes moved for the adoption of the foregoing resolution, and said motion was duly seconded by Councilmember Butterfield, and upon a vote being taken thereon after full discussion

thereof, the following voted in favor thereof: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Davis, Council Member Butterfield, Council Member Shuldes

and the following voted against the same: NONE

whereupon said resolution was declared duly passed and adopted.

Adopted on June 15, 2026 by the City Council of Willmar.

/S/Vernae Larsen  
City Clerk

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

\$7,775,000\*

CITY OF WILLMAR, MINNESOTA

GENERAL OBLIGATION IMPROVEMENT, ABATEMENT, AND UTILITY BONDS,  
SERIES 2026B

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by the City of Willmar, Minnesota (the "City") on Monday, July 20, 2026 (the "Sale Date") until 10:30 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("BTMA"), 225 S. Sixth St, Suite 1100, Minneapolis, MN 55402, 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](mailto: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.

\*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

## DETAILS OF THE BONDS

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 August 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	\$225,000	2031	\$455,000	2034	\$520,000	2037	\$605,000	2040	\$610,000
2029	\$405,000	2032	\$470,000	2035	\$540,000	2038	\$565,000	2041	\$640,000
2030	\$425,000	2033	\$490,000	2036	\$575,000	2039	\$585,000	2042	\$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 (i) available proposed property tax abatement revenue, (ii) special assessments from benefited properties, and (iii) net revenues from the City's Waste Treatment Plant. Proceeds of the Bonds will be used to finance (i) various street improvement projects, (ii) various wastewater utility improvements, and (ii) 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 \$7,775,000 (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 \$77,750 (the “Deposit”) no later than 1:30 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 August 13, 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](mailto: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 June 15, 2026

BY ORDER OF THE CITY COUNCIL

/s/ Vernae Larsen  
City Clerk

CITY OF WILLMAR  
COUNTY OF KANDIYOHI

STATE OF MINNESOTA

RESOLUTION NO. 2026-079

RESOLUTION APPROVING TAX ABATEMENTS

WHEREAS, the City proposes to (i) assist in financing certain public improvements including without limitation a portion of the cost of the construction of certain public improvements, including without limitation the Lakeland Bike Path within the City (the "Project") with abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Act") and (ii) authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements. The City proposes to use the abatement for the purposes provided for in the Abatement Act, including the Project. The proposed term of the abatement will be for up to 10 years in an amount not to exceed \$515,000. The abatement will apply to the City's share of the property taxes (the "Abatement") derived from the property described by property identification numbers on the attached "Exhibit A" (the "Property"); and

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

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

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

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

1. Findings for the Abatement. The City Council hereby makes the following findings:

(a) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof because:

(i) The Abatement will help finance certain public improvements including without limitation a portion of the cost of the construction of certain public improvements, including without limitation the Lakeland Bike Path which implements a safe bike and pedestrian experience along a previously dangerous corridor in the City.

(ii) The Project attract visitors and retain residents to patronize new and existing businesses in the region which will generate significant City tax revenues (after termination of the Abatement) that, over the long term, will exceed the amount of the Abatement itself.

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

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

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

(ii) Finance or provide public infrastructure.

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

(i) Construction of the Project will implement plans for increased connectivity of safe passageways for non-motorized vehicles and pedestrians.

(ii) The Project will contribute to the quality of life in the City and region by increasing the ease of access to public infrastructure.

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

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

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

(a) The Abatement shall be for up to a 10-year period and shall apply to the taxes payable in the years 2027 through 2036, inclusive.

(b) The City will abate the City's share of property tax amount which the City receives from the Property, cumulatively not to exceed \$515,000.

(c) The maximum amount of Abatement authorized under this resolution is \$515,000. The maximum principal amount of bonds to be secured by Abatement under this resolution will not exceed the estimated sum of Abatement from the Property for the term authorized under this resolution

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

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

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

and the following voted against the same: NONE

whereupon said resolution was declared duly passed and adopted.

Adopted on June 15, 2026 by the City Council of Willmar.

/S/Vernae Larsen  
City Clerk

**Exhibit A**  
**Parcel ID Numbers for “Property”**

958280110	958280410	958280770	958281200
958280130	958280420	958281130	958281210
958280230	958280450	958281150	958281240
958280260	958280460	958281160	958283060
958280330	958280470	958281180	958283070
958280330	958280550	958281190	

**CITY OF WILLMAR**  
**RESOLUTION NO. 2026-080**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA  
ACCEPTING DONATION FROM THE ROTARY CLUB OF WILLMAR FOR THE ROBBINS ISLAND  
AMPHITHEATER PROJECT

Motion By: Gilbertson Second By: Shuldes

**WHEREAS,** the City of Willmar (“City”) owns Robbins Island Park and Recreation Area, a 55 acre parcel of real property owned, maintained and operated for public recreational use by the City located on Business Highway 71 North in the City of Willmar, Minnesota (Kandiyohi County Parcel I.D. No. 95-911-0920) (“Robbins Island”); and

**WHEREAS,** The Rotary Club of Willmar, a 501(C)(4) nonprofit organization (“RCW”), is administering a fundraising campaign to solicit private donations to facilitate the construction of an approximately 3,500 square foot dual-stage amphitheater within Robbins Island Park (the “Project”), pursuant to that certain Robbins Island Amphitheater License and Donation Acceptance Agreement between RCW and the City, dated August 21, 2023 (the “Agreement”); and

**WHEREAS,** Under the terms of the Agreement, RCW is responsible for completing the architectural and engineering design for the Project, incorporating the City's feedback and direction into the final construction plans and bidding specifications; and

**WHEREAS,** RCW has engaged the architectural design firm Engan Associates to furnish professional architectural design and engineering services related to the Project, and RCW and Engan Associates, RCW representatives, and City staff have reviewed and approved the plans and specifications prepared by Engan Associates and attached hereto as Exhibit A, as the “Final Design” for the Project pursuant to Section 4.1.1 of the Agreement; and

**WHEREAS,** RCW proposes to donate the architectural plans and specifications for the Project attached hereto as Exhibit A to the City, representing RCW’s “First Donation” pursuant to Section 5.1.1 of the “Agreement”; and

**WHEREAS,** As contemplated by Section 5.4 of the Agreement, the City has secured two grants from the Greater Minnesota Regional Parks and Trails Commission (Legacy) totaling \$2,632,513 to support the Project, an amount that exceeds the anticipated amount of RCW’s “Second Donation” as defined in Section 1.16 of the Agreement; and

**WHEREAS,** RCW and City staff have conferred and agreed upon the schedule for RCW’s Third Donation to the City in accordance with Section 5.1.3 of the Agreement; and

**WHEREAS,** Minnesota Statutes, Section 465.03 provides that the City may accept such donation for the benefit of its citizens in accordance with the terms prescribed by the donor, and that acceptance of such grant is subject to a resolution of the City Council adopted by a two-thirds majority of its members, expressing the terms of the grant in full; and

**WHEREAS,** the City supports the Project and RCW’s proposal to donate the construction plans and bidding specifications for the Project to the City and is agreeable to the conditions placed upon the donation as stated herein.

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

1. The City hereby accepts the donation from RCW of construction plans and bidding specifications for the Project prepared by Engan Associates and attached hereto as Exhibit A, subject to the following terms and conditions:
  - a. The donated plans and specifications shall be used by the City for the purpose of soliciting competitive bids in compliance with Minn. Stat. § 471.345 for the construction of the Project, and shall serve as the specifications for the construction contract pursuant to which the Project is to be constructed to be awarded and entered into by the City pursuant to Section 6.1 of the Agreement.
  - b. As part of its donation, RCW assigns its rights, obligations and interests under its professional services contract with Engan Associates for the design of the Project and preparation of plans and specifications therefore to the City, and the City, by accepting RCW's donation, accepts such assignment. It is expressly stated and understood by the City that there is a remaining balance owing to Engan Associates for its professional services furnished to RCW for design of the Project of \$102,219.03, which obligation shall be assumed and satisfied by the City as a condition of acceptance of RCW's donation herein.
2. The City Council authorizes and directs the Mayor, the City Administrator, the City Operations Director and the Parks and Recreation Director to communicate with RCW and Engan Associates as necessary or convenient to successfully advance the Project to the construction phase, and further authorizes the Mayor, City Administrator, and City Operations Director to execute such further documents and agreements as necessary or convenient in furtherance of the Project and which are consistent with this Resolution.
3. The City Council hereby expresses its and the community's appreciation to RCW and all contributors to the Project for such donation.

Adopted by the City Council of the City of Willmar on June 15, 2026.

Approved:

/S/Justin Ask

Mayor Pro Tem

Attested:

/S/Vernae Larsen

City Clerk

**EXHIBIT A**

**Robbins Island Amphitheater Plans and Specifications**

**RESOLUTION NO. 2026-081**

**RESOLUTION APPROVING THE CONTRACT WITH MARCUS CONSTRUCTION FOR THE CONSTRUCTION OF THE AMPHITHEATER PROJECT**

Motion By: Butterfield Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the contract with Marcus Construction for the construction of the amphitheater project for \$2,158,600 and set the overall budget for the project at \$3,118,513.

Dated this 15th day of June 2026

/S/Justin Ask  
Justin Ask, Mayor Pro Tem

Attest:

/S/Vernae Larsen  
CITY CLERK

**RESOLUTION NO. 2026-082**

**RESOLUTION APPROVING THE PROPOSAL WITH AMERICAN ENGINEERING TESTING FOR SPECIAL TESTING SERVICES ASSOCIATED WITH THE ROBBINS ISLAND AMPHITHEATER PROJECT**

Motion By: Shuldes Second By: Davis

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the proposal with American Engineering Testing for special testing services associated with the Robbins Island Amphitheater Project in the amount of \$20,603 and establishing an overall testing budget of \$26,000 for testing and related services associated with the project.

Dated this 15th day of June 2026

/S/Justin Ask  
Justin Ask, Mayor Pro Tem

Attest:

/S/Vernae Larsen  
CITY CLERK

**Resolution No. 2026-083**

**A RESOLUTION AWARDING THE T.H. 40 TURNLANE EXPANSION PROJECT TO JOE RILEY  
CONSTRUCTION IN THE AMOUNT OF \$1,308,812.34.**

Motion By:     Gardner     Second By:     Butterfield    

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid for the T.H. 40 Turnlane Expansion 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 Joe Riley Construction for the terms and consideration of the contract in the amount of \$1,308,812.34.

Dated this 15th day of June, 2026

/S/Justin Ask  
\_\_\_\_\_  
Mayor Pro Tem

Attest:

/S/Vernae Larsen  
\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2026-084  
T.H. 40 TURNLANE EXPANSION PROJECT AS-BID BUDGET  
TOTAL COST \$1,895,095**

\*Budget Amounts are Essential

Motion By:     Davis     Second By:     Gilbertson    

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  
Industrial Park Fund \$586,195  
Grant \$900,000  
MN DOT SRC \$408,900  
WTP \$0  
LOST \$0

**TOTAL \$1,895,095**

**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**

Industrial Park Fund \$586,195  
Grant \$900,000  
MN DOT SRC \$408,900  
WTP \$0  
MUC \$0

**TOTAL \$1,895,095**

**GRAND TOTAL \$1,895,095**

Dated this 16<sup>th</sup> day of June, 2026

**OTHER SERVICES**

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$1,308,900
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$65,500
<b>TOTAL</b>	<b>\$1,374,400</b>

/S/Justin Ask  
Mayor Pro Tem

**Attest:**

/S/Vernae Larsen  
City Clerk

**OTHER CHARGES**

46* Prof. Serv.	\$208,895
49 Other Charges	\$311,800
<b>TOTAL</b>	<b>\$520,695</b>
<b>GRAND TOTAL</b>	<b>\$1,895,095</b>





### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.B.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	City Clerk
<b>Resolution:</b>	No	<b>Prepared By:</b>	Vernae Larsen, City Clerk
<b>Ordinance:</b>	No	<b>Presented By:</b>	
<b>Item:</b>	Willmar Charter Commission Minutes of June 23, 2026 - Draft		

**RECOMMENDED ACTION:**

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 06.23.2026 Charter Commission Minutes

June 23, 2026  
1:30pm

The Willmar Charter Commission was called to order by Chairman Richard Engan. Members present were Richard Engan, Karla Tinklenberg, Kelly Welch, Donn Winckler, Denis Anderson, Duaine Amundson, Karen Kraemer, and Jeff Kimpling. Present 8, absent 0.

Also in attendance was City Clerk Vernae Larsen.

**Item 1 - Call Meeting to Order**

Chairman Engan called the meeting to order at 1:30 p.m.

**Item 2 - Welcome New Commissioners**

Chairman Engan welcomed new commissioners and had all in attendance introduce themselves.

**Item 3 - Approve Minutes of December 16, 2025**

Commissioner Winckler moved to approve the minutes of December 16, 2025, and Commissioner Amundson seconded the motion which was unanimously approved.

**Item 4 - Gary Geiger Resignation**

Commissioner Gary Geiger submitted his resignation on May 22, 2026. Commissioner Welch moved to accept Commissioner Geiger's resignation. Commissioner Tinklenberg seconded the motion which carried unanimously.

**Item 5 - Nominations for Vacancy**

Commissioner Welch nominated Bruce DeBlieck to fill the vacancy left by Commissioner Geiger's resignation. No other nominations were offered. Commissioner Amundson called the question for the nomination in question. Without further discussion Chairman Engan called for the vote. There was a unanimous vote to approve Bruce DeBlieck to fill the commissioner vacancy ending December 2028. Commissioner Welch made a motion to keep nominations open so that there is a good pool for vacancies coming at the end of 2026. Chairman Engan suggested that proposed names be sent to the City Clerk's office so they can be reviewed before the meeting.

**Item 6 - Election of Officers**

Commissioner Tinklenberg nominated Commissioner Anderson for Vice Chair. The nomination was seconded by Commissioner Kraemer. Commissioner Winckler nominated Commissioner Engen for Chair. That nomination was seconded by Commissioner Welch. Commissioner Tinklenberg volunteered as Secretary. Commissioner Amundson moved to cease nominations. There was a unanimous vote to approve all three nominations.

**Item 7 - Other New Business**

Commissioner Welch questioned the language from Article 4: Subd. 4 - the Rice Hospital Board, of the City Charter. He questioned if that language is still relevant to the current operation of Rice Memorial Hospital. He would like someone from administration or the city attorney to address this at the next Charter Commission meeting.

**Item 8 - Adjourn**

Commissioner Tinklenberg moved to Adjourn. The motion was seconded by Commissioner Anderson. The meeting adjourned at 1:59 p.m.

Respectfully Submitted,

Secretary



WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – June 22, 2026

11:45 a.m. – WMU Auditorium

The Willmar Municipal Utilities Commission met on Monday, June 22, 2026, at 11:45 am in the WMU Auditorium. Commissioners present were Carol Laumer, Patricia Elizondo, Steve Ammerman and Doug Muzik. Absent were Commissioners Brad Michelson and Dan Tollefson.

Staff present included General Manager Jeron Smith; Director of Administration Janell Johnson; Information Systems Coordinator Mike Sangren; Finance & Office Services Supervisor Andrea Prekker; Facilities & Maintenance Supervisor Kevin Marti; Interim Executive Secretary Beth Mattheisen; and City Council Liaison Tom Gilbertson. Additional attendees included City Attorney Robert Scott (via teleconference) and West Central Tribune Journalist Jennifer Kotila.

Vice President Laumer called the meeting to order, and the pledge of Allegiance was recited. She then asked if there were any changes or additions to the agenda as presented. There being none, the agenda was approved as presented.

Vice President Laumer then presented the Consent Agenda, which included minutes from the June 8, 2026, MUC meeting and payment of the bills, and requested a resolution for approval. Commissioner Elizondo moved to approve the Consent Agenda as presented, seconded by Commissioner Ammerman.

General Manager Smith reviewed and highlighted items included in the payment of bills. Following discussion and review, a roll call vote was taken. **Resolution No. 20** carried unanimously with four ayes and zero nays.

Director of Administration Johnson responded to questions raised during the Customer Satisfaction Survey presentation delivered by GreatBlue representative Catherine Volmer at the May 11, 2026, MUC meeting. Johnson noted that while the 2021 and 2025 surveys were conducted by different research firms, both reflected high levels of customer satisfaction with WMU. The results indicate that WMU continues to provide a high level of service and value to its customers, with satisfaction ratings comparing favorably to industry benchmarks.

Director of Administration Johnson also provided additional data regarding customer participation in the Auto Pay and Paperless Billing programs, bad debt write-offs and bankruptcies, the City of Willmar Utility Improvement Fee, the Bright Energy Solutions rebate program, solar projects, electric vehicles, and the utility's mobile app. Johnson noted that the next customer satisfaction survey is scheduled for 2027. General Manager Smith also shared with the Commission the customer comments received as part of the survey process.

Facilities & Maintenance Supervisor Marti presented two agreements related to the former wind turbine site for Commission consideration. The agreements, drafted by City Attorney Scott, are between the City of Willmar Municipal Utilities Commission and the Willmar Public Schools, District No. 347.

The first agreement presented was a Permanent Public Utility Easement Agreement. Marti explained that the agreement would permanently preserve the existing infrastructure at the site for any future utility needs. Following discussion and review, Commissioner Ammerman offered a resolution to approve the Permanent Public Utility Easement Agreement as presented, seconded by Commissioner Muzik. A roll call vote was taken, and **Resolution No. 21** carried unanimously with four ayes and zero nays.

The second document presented was the Agreement to Terminate School Ground Lease Agreements, effective June 22, 2026. Marti noted that a final prorated payment in the amount of \$13,258.17 would be due within 30 days to compensate for the early termination of the current agreement between the two entities. Following review, Commissioner Muzik offered a resolution to approve the Wind Turbine Site Lease Termination Agreement as presented, seconded by Commissioner Ammerman. A roll call vote was taken, and **Resolution No. 22** carried unanimously with four ayes and zero nays.

Finance & Office Services Supervisor Prekker reviewed with the Commission the APPA Benchmarking and AE2S Water Rate Comparisons. APPA's Performance Indicators Survey is completed annually. Data is collected from public power utilities with at least 150,000 MWh in total sales with at least 50% in retail sales. Financial and operating ratios represent data submitted by 190 publicly owned utilities in the USA. WMU's ratios are included in the Management's Discussion & Analysis section of the annual audit. APPA benchmarking standards and comparisons were reviewed. AE2S completes an annual Utility Rate Survey each year collecting data on municipalities with 5,000 or more customers. The comparison includes utilities across Minnesota, excluding the Minneapolis/St. Paul metro area. For this comparison, the water utility bills are based on the assumed monthly use of 6,000 gallons or 800 cubic feet of water. For 2025, WMU ranked 21<sup>st</sup> out of 31 utilities with the highest cost being \$69.53 and the lowest at \$22.47. WMU's cost is \$47.95.

Finance & Customer Service Supervisor Prekker presented the Commission with the 2026 Energy Acquisition Adjustment (EAA) update. The EAA serves as a mechanism to adjust rates for uncontrollable charges associated with power supply costs. Prekker provided background data and noted that the EAA has not been implemented since 2017. According to actual data through May 2026 and the forecast for the remainder of the year, WMU's energy costs remain below the established threshold of \$68/MWh. Therefore, staff determined that implementation of an EAA is not required at this time. Staff will continue to monitor future data to determine if or when applying the EAA would be warranted.

General Manager Smith presented the Commission with a mid-year update of the General Manager Goals for 2026. Smith provided a complete overview of the established goals and their status to date. The progress report provided updates of the goals and projects, along with additional noteworthy tasks which have been completed or are ongoing.

General Manager Smith reported on a thunderstorm event that occurred on June 10<sup>th</sup> at approximately 2:00 am which produced high winds, resulting in a power outage affecting approximately 200 customers. Utility crews responded promptly, and electrical service was fully restored within four hours.

The 2026 Willmar Fest Block Party will be held on Thursday, June 25<sup>th</sup> beginning at 5:00 pm. WMU will once again be sponsoring a booth, and Commissioners are invited to join WMU staff in celebrating the annual event (keeping in mind Open Meeting Laws). Further details such as exact site location will be forthcoming.

**Upcoming Events:**

- ❖ Willmar Fest Block Party – June 25<sup>th</sup>. Commissioners are encouraged to participate in the event.
- ❖ Willmar Fest Parade – June 27<sup>th</sup>. WMU line/bucket truck will be displayed in the parade.
- ❖ APPA 2026 National Conference – June 26–July 1, 2026 | Boston, MA
- ❖ MMUA Summer Conference – August 17–19, 2026 | St. Cloud, MN
- ❖ MRES Municipal Power Leadership Academy – September 16–17, 2026 | Sioux Falls, SD

President Laumer asked for any additional discussion. Hearing none, Commissioner Ammerman moved to adjourn the meeting, and Commissioner Muzik seconded the motion. The motion carried unanimously with four ayes and zero nays. The meeting adjourned at 12:38 pm.

Respectfully submitted,

WILLMAR MUNICIPAL UTILITIES

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Beth Mattheisen, Interim Exec. Secretary

ATTEST:

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Patricia Elizondo, Secretary

**Resolution No. 20**

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 June 8, 2026, MUC meeting; and,
- Bills represented by vouchers No 20260811 through No, 20260857, including associated wire transfers, totaling \$805,356.60.

Dated this 22<sup>nd</sup> day of June 2026.

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

**Resolution No. 21**

**RESOLUTION APPROVING PERMANENT PUBLIC UTILITY EASEMENT AGREEMENT**

BE IT RESOLVED by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Permanent Public Utility Easement Agreement between the City of Willmar Municipal Utilities Commission and Willmar Public Schools, Independent School District No. 347, is hereby approved.

Dated this 22<sup>nd</sup> day of June 2026.

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary

**Resolution No. 22**

**RESOLUTION APPROVING WIND TURBINE SITE LEASE TERMINATION AGREEMENT**

BE IT RESOLVED by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Agreement to Terminate School Ground Lease Agreements between the City of Willmar Municipal Utilities Commission and Willmar Public Schools, Independent School District No. 347, effective June 22, 2026, is hereby approved, including the final prorated payment of \$13,258.17.

Dated this 22<sup>nd</sup> day of June 2026.

\_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Secretary



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.D.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Recreation
<b>Resolution:</b>	No	<b>Prepared By:</b>	
<b>Ordinance:</b>	No	<b>Presented By:</b>	
<b>Item:</b>	March 2026 Parks & Recreation Board Meeting Minutes		

**RECOMMENDED ACTION:**

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 3-18-26

**PARKS AND RECREATION BOARD MEETING**

**March 18, 2026, 1:30PM**

**Willmar Civic Center-Community Room**

Members Present: Steve Tammen, Jeff Newberg, Taylor Marcus,  
Doug Doering

Staff Present: Rob Baumgarn, Rachel Centellas, Mat Snider,  
Mike Amor

Council Members Present: Carl Shuldes, Steve Gardner

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

Jeff asked for a motion to approve the November 2025 meeting minutes. Steve made a motion and Doug seconded. All were in favor. November meeting minutes approved.

Mat Snider introduced himself as the new Recreation coordinator.

Mike Amor introduced himself as the new Maintenance staff.

The first item for discussion was the concession and vending quotes. RFP's were sent out to Viking Coca-Cola and Bernick's Pepsi for the concession and vending rights for City facilities. Proposals have come back and have been scored. Discussion took place on the proposals.

Rob discussed the Willmar Softball concession stand and banner agreements. Willmar Velocity will have the rights for banner sales to field #2 and #3. The Willmar Softball Boosters will have the rights for banner sales to field #1 and #4. The Willmar Softball Boosters will operate the concession stand from April to the end of their season and the Association(Velocity) will run it for the summer. Discussion took place on who has rights to which banners from repeat years. This has been approved by the council already.

The Robbins Island Amphitheater project will go to council on April 6th to go out for bids. The layout and floor plan was shared. The grant will cover the amphitheater. They are working on getting phase 1 and 2 fully covered. The construction will start after the last Rockin Robbins event. Discussion took place on the project.

Rob talked about the facility improvement application. The purpose of this application is to have a format for improvements and all details involved. This will need to be filled out by each organization or user submitting the form with all details.

Mat gave his coordinators report and updates on his programs going on and coming up.

Discussion took place on the outdoor rink and usage.

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



### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.E.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Police Department
<b>Resolution:</b>	No	<b>Prepared By:</b>	
<b>Ordinance:</b>	No	<b>Presented By:</b>	
<b>Item:</b>	Police Civil Service Commission Minutes of June 16, 2026_Draft		

**RECOMMENDED ACTION:**

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 2026-06-16 Minutes

MINUTES  
WILLMAR POLICE COMMISSION  
Tuesday, June 16, 2026

A meeting of the Willmar Police Civil Service Commission was held on Tuesday, June 16, 2026, at the Law Enforcement Center in Willmar.

**Present:** President Lilbon Clark; Vice President Kris Rosendahl, Secretary Earline Schulstad, Chief Mike Holme; Captain Mike Anderson; Human Resource Director Alissa Gambrel, and Administrative Assistant Lynn Shuldes.

President Commissioner Clark called the meeting to order at 12:00 p.m.

A motion was made by Commissioner Rosendahl, seconded by Commissioner Schulstad to approve the May 21<sup>st</sup> minutes as written. **Motion carried.**

**Review of Police Officer Background Investigation Summary**

Chief Holme presented the Commission with a recently finalized background investigation on a police officer applicant. Following review and discussion of the applicant's background summary, Commissioner Schulstad made a motion to extend a conditional offer of employment to the applicant, seconded by Commissioner Rosendahl. **Motion carried.**

**Miscellaneous**

- An update was provided regarding current vacancies within the Police Department, as well as the status of applicants whose background paperwork is pending and those currently undergoing background investigations.

Having no further business, a motion was made by Commissioner Schulstad to adjourn, seconded by Commissioner Rosendahl. **Motion carried.** The meeting was adjourned at 12:18 p.m.

*by Lynn Shuldes*



### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.F.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	City Clerk
<b>Resolution:</b>	No	<b>Prepared By:</b>	Deborah Stulen, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Vernae Larsen, City Clerk
<b>Item:</b>	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit – Kandiyohi County Fair Association		

**RECOMMENDED ACTION:**

Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License, Pending Police Department Approval, on a Roll Call Vote

**OVERVIEW:**

The Kandiyohi County Fair Association, a 501 (c) (3) nonprofit corporation organized under the laws of the State of Minnesota, has plans to sell alcohol during the Kandiyohi County Fair from August 5-8, 2026. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on their property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

**BUDGETARY/FISCAL ISSUES:**

\$100.00 Application Fee

**ALTERNATIVES TO CONSIDER:**

Deny the serving of alcohol during the Kandiyohi County Fair

**ATTACHMENTS:**

None



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.G.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	City Clerk
<b>Resolution:</b>	No	<b>Prepared By:</b>	Deborah Stulen, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Vernae Larsen, City Clerk
<b>Item:</b>	Willmar Hockey Boosters Blueline Club Lawful Gambling Application		

**RECOMMENDED ACTION:**

Approve Willmar Hockey Boosters Blueline Club Lawful Gambling Application

**OVERVIEW:**

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Willmar Hockey Boosters Blueline Club Lawful Gambling Application

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

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

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

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

**Application Fee (non-refundable)**

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

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

**ORGANIZATION INFORMATION**

Organization Name: Willmar Hockey Boosters (Blue Line Club) Previous Gambling Permit Number: X- 03799-22-002

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: PO Box 383

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

Name of Chief Executive Officer (CEO): Michelle Hanson

CEO Daytime Phone: 320-212-4572 CEO Email: harleymon7316@gmail.com  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): andreafladeboe@gmail.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

- Fraternal     Religious     Veterans     Other Nonprofit Organization

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

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

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

**GAMBLING PREMISES INFORMATION**

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

Physical Address (do not use P.O. box): 2707 Arena Dr Willmar MN 56201

Check one:  
 City: Willmar Zip: 56201 County: Kandiyohi  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): January 24th, 2027

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

- Bingo     Paddlewheels     Pull-Tabs     Tipboards     Raffle

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

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

**CITY APPROVAL  
for a gambling premises  
located within city limits**

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

Print City Name: City of Wilmar

Signature of City Personnel: [Signature]

Title: City Clerk Date: 6/24/20

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

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

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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

Chief Executive Officer's Signature: [Signature] Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: Michelle Hanson, WHB Chair

**REQUIREMENTS**

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

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

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

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

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

**MAIL APPLICATION AND ATTACHMENTS**

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

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

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

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

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

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

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

An equal opportunity employer



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.H.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	City Clerk
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Deborah Stulen, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Vernae Larsen, City Clerk
<b>Item:</b>	Consideration of Resolution Appointing Election Judges for the 2026, Primary and General Elections		

**RECOMMENDED ACTION:**

Approve the Resolution Appointing Election Judges for the 2026 Primary and General Elections.

**OVERVIEW:**

The Primary Election is scheduled for Tuesday, August 11, 2026, and the General Election is scheduled for Tuesday, November 3, 2026. In accordance to Minnesota Statutes 204B.21, Subdivision 2, it is necessary at this time to pass a resolution appointing election judges.

**BUDGETARY/FISCAL ISSUES:**

N/A

**ALTERNATIVES TO CONSIDER:**

N/A

**ATTACHMENTS:**

1. Appointment of Election Judges Resolution

**RESOLUTION NO. \_\_\_\_**  
**APPOINTMENT OF ELECTION JUDGES**

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

WHEREAS, Minnesota Statutes, Section 204B.21, requires that the election judges for precincts in a municipality shall be appointed by the governing body of the municipality; and

BE IT RESOLVED by the City Council of the City of Willmar Minnesota, authorize the City Clerk of the City of Willmar to appoint election judges for known elections in 2026.

Dated this 6<sup>th</sup> day of July, 2026

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.I.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	No	<b>Prepared By:</b>	
<b>Ordinance:</b>	No	<b>Presented By:</b>	
<b>Item:</b>	Willmar Municipal Utilities Commission Application		

**RECOMMENDED ACTION:**

Approve Jeffrey Schultz to the Willmar Municipal Utilities Commission.

**OVERVIEW:**

Mayor Reese has approved forwarding Willmar Municipal Utilities Commission applicant Jeffrey Schultz.

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Schultz, Jeffrey Municipal Utilities Commission

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

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

**Submitted by:** Jeffrey Schultz

**Submitted On:** 2026-06-11 17:44:00

**Submission IP:** 75.143.143.128 (172.31.67.240)  
proxy-IP (raw-IP)

**Status:** Open

**Priority:** Normal

**Assigned To:** Leslie Valiant

**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
06/11/2026	Jeffrey	Schultz

Format: MM/DD/YYYY

**\* Address**

1415 Fairacre Lane SW

**\* City**

Willmar

---

**\* Phone**

3207612214

Phone

**\* Email**

jschultz016@gmail.com

Email

---

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

I received a call from Kevin Marti at WMU who asked if I would have an interest in joining the commission.

---

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

I'm very interested to learn about the inner workings of other municipally owned utilities as well as WMU specifically. I think my background in finance could be useful to the commission and I would like to use my skills to serve the utility and ultimately our community.

---

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

I have a B.S. in Finance from St. Cloud State University, I've served on several non-profit boards, most recently the Willmar Area Community Foundation, and I have in the past managed municipal reserves under Mn Stat 118.A (but do not currently nor do I have any future plans to). I have a background in administering trusts which is a marriage of legal and financial responsibilities that I feel will help me as a commissioner.

---

**\* List your educational background**

As stated above, B.S. in Finance from SCSU as well as two professional designations. Certified Trust and Financial Advisor (CTFA) and Accredited Fiduciary Investment Manager (AFIM).

---

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

I have been in Kiwanis and Rotary and served on the Boards of the Humane Society of Kandiyohi and Meeker Counties, Habitat for Humanity, and the Willmar Area Community Foundation. I currently serve on the Development Committee for WACF and have plans to rejoin that board in approximately one year due to hitting my term limit (3-3 year terms) last year.

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

Sage Wealth Advisory, LLC 1415 Fairacre Lane SW Willmar MN 56201 Principal and CCO

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**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.J.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Fire Department
<b>Resolution:</b>	No	<b>Prepared By:</b>	Frank Hanson, Fire Chief
<b>Ordinance:</b>	No	<b>Presented By:</b>	Frank Hanson, Fire Chief
<b>Item:</b>	Approve a Contract With Garage Technology Services, Inc.		

**RECOMMENDED ACTION:**

Approval for the Mayor and acting City Administrator to sign a contract to have an outside company list the old ladder truck for sale nationwide.

**OVERVIEW:**

Garage Technology Services Inc. is a company that lists used emergency vehicles for sale on the nationwide market. We will advertise locally as well, but feel we may have better luck nationally. Entering into this contract with Garage does not limit us in advertising elsewhere. If Garage locates a buyer, they will complete all the necessary paperwork and arrange for either shipping the truck to the buyer or having the buyer pick up the truck. This contract has been adjusted by the City Attorney and meets the City's legal needs.

**BUDGETARY/FISCAL ISSUES:**

The asking price will be \$250,000.00. If Garage, is successful in finding a buyer, they charge a 10% fee.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Garage Service Agreement 061826 - Garage Signed

## Garage Service Agreement

This Service Agreement (the "Agreement") is entered into as of June 19th, 2026 by and between: Garage Technologies, Inc., a Delaware C Corporation, (hereinafter referred to as the "Facilitator"); and the City of Willmar, a Minnesota municipal corporation, located at 333 6th St SW, Willmar, MN 56201, (hereinafter referred to as the "Seller" or "City")

### **Recitals:**

WHEREAS, the Facilitator is acting as an intermediary to introduce potential buyers (collectively, the "Buyers") to the Seller for the purpose of facilitating the sale (the "Transaction") of all current and future listings of ambulances, fire apparatus, and other equipment listed on the Facilitator's platform (the "Equipment");

WHEREAS, the Seller acknowledges the valuable services provided by the Facilitator and desires to ensure that the Facilitator is compensated for these services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### **1. Non-Circumvention**

The Seller hereby agrees not to directly or indirectly contact, deal with, or otherwise become involved in any transaction with any Buyer procured by the Facilitator, without the involvement of the Facilitator, during the term of this agreement and for a period of one (1) year following the expiration, cancellation, or termination of this agreement.

### **2. Confidentiality**

Subject to the parties' statutory disclosure obligations under the Minnesota Government Data Practices Act (MGDPA), the parties agree that all information shared between them during the course of the Transaction shall be kept confidential and shall not be disclosed to any third party without prior written consent from the other party.

### **3. Compensation**

The Seller agrees that the Facilitator shall be entitled to a commission of 10% of the sale price, upon completion of any Transaction with a Buyer introduced by the Facilitator (the "Transaction Date"). The Facilitator's commission shall be paid within 30 days of the Transaction Date.

## 4. Term and Termination

This agreement shall commence on the effective date and remain in effect until termination of the agreement by either party, upon thirty (30) days' written notice to the other party.

## 5. Insurance

At all times throughout the term of this Agreement, Facilitator shall, at its expense, 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 - with limits not less than \$2 million or the amount stated in the Facilitator's insurance certificate, whichever is greater (coverages under umbrella policies may be combined with primary policies to meet the stated requirements), written on an occurrence basis, insuring Facilitator against claims arising out of its general business activities (including automobile or vehicle use), and including endorsements to include contractual liability;
- c. Cyber Insurance - with limits not less than \$1 million or the amount stated in the Facilitator's insurance certificate, whichever is greater;
- d. Any other insurance coverages required by state or federal laws or regulations applicable to Facilitator.

Facilitator must cause certificate(s) of insurance evidencing the required coverages to be provided to the City's Fire Chief 30 days prior to the effective date of this Agreement and every annual anniversary date thereof. 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 Agreement must be primary insurance and not in excess of or contributing with other insurance which Facilitator 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 Facilitator and the City.

The amounts of all required insurance policies must not be deemed a limitation of Facilitator's covenant to indemnify City, and if Facilitator or City becomes liable in an amount in excess of the amount(s) of said policies, then Facilitator 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.

## 6. Indemnification

- a. Facilitator shall indemnify, protect, save, and hold harmless City, and its respective officials, directors, employees, and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or

caused by the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of Facilitator or Facilitator's subcontractors, agents, employees, members, vendors, or delegates with respect to this Agreement, the Project, or the services. Facilitator shall defend City against the foregoing, or litigation in connection with the foregoing, at Facilitator's expense, with counsel reasonably acceptable to City, except that for professional liability claims, Facilitator shall have no upfront duty to defend City, but shall reimburse defense costs to City to the same extent of Facilitator's indemnity obligation herein. 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, conditioned, or delayed. The indemnification provisions of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement. Facilitator agrees, that in order to protect itself and City under the indemnity provisions set forth above, Facilitator will at all times during the term of this Agreement keep in force policies of insurances required in Section I of this Agreement. Nothing in this Agreement shall be construed to waive any immunities, defenses, or limitations to which City is entitled under Minn. Stat. Chapter 466 or otherwise.

- b. City shall indemnify protect, save, and hold harmless Facilitator, and its respective officers, directors, employees, members, and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omissions of City or its agents, employees, contractors or subcontractors with respect to City's performance of its obligations under this Agreement. City shall defend Facilitator against the foregoing, or litigation in connection with the foregoing, at City's expense. Facilitator, at its expense, shall have the right to participate in the defense of any Claims or litigation. 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 Facilitator. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.
- c. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against City or Facilitator. Facilitator's services under this Agreement are being performed solely for City's benefit, and no other entity shall have any claim against Facilitator because of this Agreement or the performance or nonperformance of services by Facilitator provided hereunder.

## 7. Notices

Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or regardless of whether actually received or not, when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses, as set forth below, or at such other address as they may subsequently specify by written notice.

<p><u>Seller:</u> City of Willmar 333 6th St SW Willmar, MN 56201</p>	<p><u>Facilitator:</u> Garage Technology Services, Inc. 37 w 26th St Floor 12. PH New York, NY 10010</p>
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## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of Minnesota.

## 9. Data Practices

The Facilitator acknowledges that the City is a municipal corporation and political subdivision of the State of Minnesota, and as such is subject to the requirements of the MGDPA, Minnesota Statutes, Section 13.01 *et seq.* Facilitator understands that all of the data created, collected, received, stored, used, maintained or disseminated by Facilitator in performing those services, work, and functions that the City would perform is subject to the requirements of the Act, and Facilitator must comply with those requirements as if it were a government entity. This does not create a duty on the part of Facilitator to provide the public with access to public data if the public data is otherwise available from the City, except as required by the terms of this Agreement.

## 10. Records—Availability and Retention

Pursuant to Minn. Stat. § 16C.05, subd. 5, Facilitator agrees that 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 Facilitator and involve transactions relating to this Agreement. Facilitator agrees to maintain these records for a period of six years from the date of termination of this Agreement.

## 11. Independent Contractor Status.

Facilitator, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Agreement shall be construed so as to find Facilitator to be an employee of City, and Facilitator shall not be entitled to any of the rights, privileges, or benefits of employees of City, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. Facilitator acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Facilitator under this Agreement, and that it is Facilitator's sole obligation to comply with the applicable provisions of all Federal and State tax laws. Facilitator shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. Facilitator is responsible for hiring sufficient workers to perform the services/work required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

## 12. Interest by City Officials

No elected official, officer, or employee of the City shall, during their tenure or employment and for one (1) year thereafter, have any interest, direct or indirect, in this agreement or the proceeds thereof.

## 13. Force Majeure

The parties shall each be excused from performance under this agreement 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 agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

#### **14. Non-Discrimination**

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this agreement as if fully set forth herein.

#### **15. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

#### **16. Assignment**

Neither party may directly or indirectly transfer any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party.

#### **17. Amendments**

This Agreement may not be amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the day and year first above written.

**FACILITATOR:**

Garage Technology Services, Inc. \_\_\_\_\_

By: Zach Gibson Date: 06/19/2026

(Signature)

Title: Surplus Manager

Print Name: Zach Gibson

**CITY OF WILLMAR:**

By: \_\_\_\_\_

Douglas E. Reese, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

, Its City Administrator

Date: \_\_\_\_\_



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	5.K.
<b>Agenda Section:</b>	Consent Items	<b>Originating Department:</b>	Finance
<b>Resolution:</b>	No	<b>Prepared By:</b>	Tom Odens, Finance Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Vernae Larsen, City Clerk
<b>Item:</b>	Accounts Payable Report, 6/11/2026 - 7/1/2026		

**RECOMMENDED ACTION:**

Review and Approve Accounts Payable Listing

**OVERVIEW:**

The accounts payable report has been provided to the City Council and is available for public inspection upon request.

**BUDGETARY/FISCAL ISSUES:**

Reduction of Departmental Budgets by amounts approved.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. 06.11.26 thru 07.01.26
2. EFT CK 659-668



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.A.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kyle Box, City Operations Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Kyle Box, City Operations Director
<b>Item:</b>	Donation of a Construction Project		

**RECOMMENDED ACTION:**

Adopt the Resolution accepting the Project Donation from Duinick, Inc., for a parking lot paving and sidewalk construction project at the Willmar Civic Center

**OVERVIEW:**

Duinick, Inc., a Minnesota corporation in commemoration of 100 years in business in the Willmar community, has proposed to donate a project to pave the existing gravel parking lot and construct a sidewalk around the Glacial Lakes Trailhead at the Willmar Civic Center pursuant to plans and specifications approved by the City of Willmar.

Duinick has and continues to be a pivotal community partner for the Willmar community, a trusted partner in City of Willmar projects, and we greatly appreciate its contribution to the City of Willmar and the community.

**BUDGETARY/FISCAL ISSUES:**

Project Donation

**ALTERNATIVES TO CONSIDER:**

None Recommended

**ATTACHMENTS:**

1. Resolution Accepting Project Donation
2. Parking Lot Figures 1-3

**CITY OF WILLMAR  
RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILLMAR,  
MINNESOTA ACCEPTING A DONATION FROM DUININCK, INC. OF A PARKING LOT  
PAVING AND SIDEWALK CONSTRUCTION PROJECT AT THE WILLMAR CIVIC  
CENTER

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

**WHEREAS**, the City of Willmar (“City”) owns real property located at 2707 Arena Drive Northeast in the City of Willmar, Minnesota (Kandiyohi County Parcel I.D. No. 95-901-0200), on which the City operates the Willmar Civic Center (the “Property”); and

**WHEREAS**, a trailhead for the Glacial Lakes State Trail, owned and operated by the State of Minnesota through its Department of Natural Resources (“DNR”) is located on the eastern edge of the Property, and is currently served by a gravel parking area accessible from the eastern edge of an existing paved public parking lot serving the Willmar Civic Center; and

**WHEREAS**, Duininck, Inc., a Minnesota corporation (“Duininck”), in commemoration of 100 years in business in the Willmar community, has proposed to donate a project to pave the existing gravel parking lot and construct a sidewalk around the Glacial Lakes Trailhead at the Willmar Civic Center pursuant to plans and specifications approved by CITY and contained within Exhibit A, attached hereto and incorporated herein by reference (the “Project”); and

**WHEREAS**, the minimum estimated value of the Project is \$160,000.00; and

**WHEREAS**, Minnesota Statutes, Section 465.03 provides that the City may accept such donation for the benefit of its citizens in accordance with the terms prescribed by the donor, and that acceptance of such grant is subject to a resolution of the City Council adopted by a two-thirds majority of its members, expressing the terms of the grant in full; and

**WHEREAS**, the City supports the Project and Duininck’s proposal to donate the Project to the City and is agreeable to the conditions placed upon the donation as stated herein.

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

1. The City hereby accepts the donation from Duininck, Inc. of the Project pursuant to the proposal and plans and specifications contained within Exhibit A hereto, subject to the following terms and conditions:
  - a. Following the completion of the Project, the City shall cause the improvements to the Property detailed in Exhibit A hereto to be operated and maintained as a public amenity primarily serving users of the Glacial Lakes State Trail and/or the

Willmar Civic Center until at least the earlier of (i) the date on which the State of Minnesota ceases to maintain a trailhead for public access to the Glacial Lakes State Trail abutting the eastern edge of the Property; (ii) the date that the City ceases to operate the Willmar Civic Center as a public recreational facility on the Property; or (ii) the date that is 20 years after the date on which Duinink substantially completes the Project.

- b. The City and Duinink shall execute a contract substantially in the form attached hereto as Exhibit B, setting forth the terms and conditions upon which the City will grant Duinink access to the Property to construct the Project and upon which Duinink will complete its construction of the Project.
- 2. The City Council authorizes and directs the Mayor, the City Administrator, the City Operations Director and the Parks and Recreation Director to communicate with Duinink as necessary or convenient to Duinink’s successful completion of the Project, and further authorizes the Mayor, City Administrator, and City Operations Director to execute such further documents and agreements as necessary or convenient in furtherance of the Project and which are consistent with this Resolution.
- 3. The City Council hereby expresses its and the community’s appreciation to Duinink for its generous donation.

Adopted by the City Council of the City of Willmar on July 6, 2026.

Approved:

\_\_\_\_\_  
Mayor

Attested:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**Duininck, Inc. Proposal and Approved Plans and Specifications**

**EXHIBIT B**

**Form of Construction Services Contract**

**CONTRACTOR SERVICE CONTRACT**

This Contract (the “Contract”) is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Willmar, a Minnesota Municipal Corporation, 333 6th St SW, Willmar, MN 56201 (“CITY”), and Duininck, Inc., a Minnesota corporation, 408 6TH ST, Prinsburg, MN 56281, (“CONTRACTOR”); (collectively the “PARTIES”).

WHEREAS, CONTRACTOR, in commemoration of 100 years in business in the Willmar community, has proposed to donate a project to pave a parking lot and construct a sidewalk around the Glacial Lakes Trailhead at the Willmar Civic Center pursuant to plans and specifications approved by CITY, with a minimum estimated value of \$160,000.00 (the “Project”);

WHEREAS, the Willmar City Council adopted Resolution No. \_\_\_\_\_, on July 6, 2026 (CITY’s “Donation Acceptance Resolution”), pursuant to which the City accepted the donation of the Project by CONTRACTOR pursuant to the requirements of Minnesota Statutes, Section 465.03, on the condition that the PARTIES enter into this Contract for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

**SECTION I – CONTRACTOR'S SERVICES AND RESPONSIBILITIES**

- A. **Scope of Services.** CONTRACTOR agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference (the “services”).
- B. **Access.** CITY grants CONTRACTOR access to the Project site as necessary or convenient for CONTRACTOR to complete the Project scope of services detailed in Exhibit 1.
- C. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONTRACTOR, CONTRACTOR shall be entitled to additional compensation consistent with Section III and Exhibit 1 of this Contract. CONTRACTOR shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONTRACTOR, and

upon receipt of the request, CONTRACTOR shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.

- D. **Changed Conditions.** If CONTRACTOR determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONTRACTOR's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONTRACTOR's compensation, CONTRACTOR shall promptly notify CITY of that fact. Upon mutual agreement of the PARTIES hereto pursuant to Section VI, Paragraph H of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONTRACTOR first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.
- E. **Standard of Care.** Services provided by CONTRACTOR or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONTRACTOR's profession or industry. CONTRACTOR shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by CONTRACTOR's breach of this standard of care. CONTRACTOR shall put forth reasonable efforts to complete its duties in a timely manner. CONTRACTOR shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Contract. CONTRACTOR shall be responsible for costs, delays or damages arising from unreasonable delays in the performance of its duties.
- F. **Insurance.** CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required herein and such insurance has been approved by CITY, nor shall CONTRACTOR allow any subcontractor to commence work on a subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, statutory Worker's Compensation coverage. Except as provided below, CONTRACTOR must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONTRACTOR from Workers' Compensation insurance or if the CONTRACTOR has no employees in the City, CONTRACTOR must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements. If during the course of the Contract the CONTRACTOR becomes eligible for Workers' Compensation, the CONTRACTOR must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate

of insurance.

2. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, Commercial General Liability ("CGL") and business automobile liability insurance coverage insuring CONTRACTOR against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONTRACTOR or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Ongoing and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. CITY shall have additional insured status and be listed by name on an endorsement attached to such policy(ies) for the services provided under this Contract and shall provide that CONTRACTOR's coverage shall be primary and noncontributory in the event of a loss.
3. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater (coverages under umbrella or excess policies may be combined with primary policies to meet the below stated insurance coverage requirements):

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 bodily injury by accident \$500,000 bodily injury by disease aggregate \$500,000 bodily injury by disease per employee
Commercial General Liability (shall include contractual liability coverage)	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate
Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)

4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONTRACTOR and are attached hereto as Exhibit 2.
5. Any insurance limits in excess of the minimum limits specified herein above shall be available to CITY in the event of claims.
6. CONTRACTOR's insurance policies and certificate(s) shall not be cancelled without at least thirty (30) days' advance written notice to CITY, or Ten (10) days' prior written notice to CITY for nonpayment of premium.
7. CONTRACTOR's policies shall be primary insurance and noncontributory to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONTRACTOR's performance under this Contract.
8. CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles. If CONTRACTOR is self-insured, a Certificate of Self-Insurance must be attached in Exhibit 2. Any program of self-insurance shall be subject to CITY's approval, which shall not be unreasonably withheld, conditioned or delayed.
9. CONTRACTOR shall ensure that all subcontractors comply with the insurance provisions contained in this Contract and such insurance is maintained as specified.
10. CONTRACTOR's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if applicable.
11. All policies listed above, except professional liability insurance (or other coverage not reasonably available on an occurrence basis), shall be written on a per "occurrence" basis ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.
12. CONTRACTOR shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
13. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if CONTRACTOR is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against CONTRACTOR.

## **SECTION II – CITY'S RESPONSIBILITIES**

- A. The City Engineer or the City Engineer's designee shall serve as the liaison person to act as CITY's agent and representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY's policies with respect to the Project and CONTRACTOR's services. The City Engineer shall be the primary contact person between CITY and CONTRACTOR with respect to the services from CONTRACTOR under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONTRACTOR thereof.
- B. CITY shall promptly compensate CONTRACTOR as services are performed to the satisfaction of the City Engineer, in accordance with Section III of this Contract.
- C. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONTRACTOR for its use, at CONTRACTOR's request.
- D. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONTRACTOR's performance of the services detailed in Exhibit 1, attached hereto.

### SECTION III – CONSIDERATION

- A. **Fees.** CONTRACTOR, in consideration of the mutual promises, covenants and obligations of the PARTIES herein and in CITY's Donation Acceptance Resolution, shall perform the scope of services detailed in Exhibit 1, attached hereto, as an in-kind donation of the specified materials, supplies, and labor, subject to CONTRACTOR's right under Sections I.C and I.D above to seek additional compensation attributable to changes to the scope of services or to changed conditions.
- B. If CITY fails to make any payment due to CONTRACTOR for services performed to the satisfaction of the City Engineer and expenses within thirty days after the date of CONTRACTOR's invoice, CONTRACTOR may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services due under this Contract until CONTRACTOR has been paid in full all amounts due for services, expenses and charges.

### SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until terminated in accordance with this agreement.
- B. **Termination.** This Contract may be terminated by either PARTY for any reason or for convenience by either PARTY upon Thirty (30) days' written notice. In the event of termination, CITY shall be obligated to CONTRACTOR for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

- C. **Default.** If CONTRACTOR fails to satisfy any of the provisions of this Contract or so fails to perform and/or administer the services detailed in Exhibit 1, attached hereto, pursuant to Section I of this Contract, in such a manner as to endanger the performance of the Contract or the services provided hereunder, this shall constitute default. Unless CONTRACTOR's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONTRACTOR's default, CONTRACTOR shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Services/Work.** If any services/work performed by CONTRACTOR is abandoned or suspended in whole or in part by CITY, CONTRACTOR shall be paid for any services performed to the satisfaction of the City Engineer prior to CONTRACTOR's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONTRACTOR under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONTRACTOR to the satisfaction of the City Engineer as determined by CITY.

#### SECTION V – INDEMNIFICATION

- A. CONTRACTOR shall indemnify, protect, save, and hold harmless CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable to or caused by the negligent or otherwise wrongful acts or omission, including breach of a specific contractual duty, of CONTRACTOR or CONTRACTOR's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONTRACTOR shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONTRACTOR's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONTRACTOR shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONTRACTOR's indemnity obligation herein. CONTRACTOR agrees that CONTRACTOR, at CONTRACTOR's expense, shall be solely responsible for; a) supervising, directing, controlling, and having authority over any CONTRACTOR work, b) the means, methods, techniques, sequences, or procedures of construction selected or used, c) the safety precautions and programs incident thereto, d) for security and safety at the Project site, and e) for any failure to comply with laws and regulations applicable to the CONTRACTOR's furnishing and performing of its services and work. 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 CITY. All indemnification obligations shall survive termination, expiration or

cancellation of this Contract. CONTRACTOR agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force policies of insurances required in the Paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise. CONTRACTOR agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require.

- B. CITY shall indemnify protect, save, and hold harmless CONTRACTOR, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful acts or omissions of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONTRACTOR against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONTRACTOR, at its expense, shall have the right to participate in the defense of any Claims or litigation. 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 CONTRACTOR. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONTRACTOR. CONTRACTOR's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONTRACTOR because of this Contract or the performance or nonperformance of services provided hereunder.

## SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.
- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each PARTY indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- C. **Notices.** All notices and other communications required or permitted under this Contract shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective

upon receipt at the following addresses or as either PARTY shall have notified the other PARTY. The PARTIES' representatives for notification for all purposes are:

**CITY:**

Kyle Box, Operations Director  
333 6<sup>th</sup> St SW  
Willmar, MN 56201  
Phone: (320) 214-5172  
Email: kbox@willmarmn.gov

**CONTRACTOR:**

\_\_\_\_\_, \_\_\_\_\_  
Duinick, Inc.  
408 6<sup>th</sup> St  
Prinsburg, MN 56281  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

- D. **Dispute Resolution.** CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
- E. **Independent Contractor Status.** CONTRACTOR, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONTRACTOR to be an employee of CITY, and CONTRACTOR shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims. CONTRACTOR acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due to CONTRACTOR, and that it is CONTRACTOR's sole obligation to comply with the applicable provisions of all Federal and State tax laws. CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. CONTRACTOR is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.
- F. **Subcontracting.** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONTRACTOR shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONTRACTOR must pay all subcontractors, less any retainage, within Ten (10) calendar days of CONTRACTOR's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per

month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- G. **Assignment.** This Contract may not be assigned by either PARTY without the written consent of the other PARTY.
- H. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONTRACTOR.
- I. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONTRACTOR agrees that 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 CONTRACTOR and involve transactions relating to this Contract. CONTRACTOR agrees to maintain these records for a period of six years from the date of termination of this Contract.
- J. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract 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 PARTY by force majeure to carry out its obligations under this Contract then the PARTY affected by force majeure shall give written notice with explanation to the other party immediately.
- K. **Compliance with Laws.** CONTRACTOR shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONTRACTOR is responsible. CONTRACTOR agrees to abide by all the rules and regulations of the Federal Aviation Administration and the Minnesota State Department of Aeronautics, and failure to comply with said rules and regulations will be grounds for termination of this Contract by the City.
- L. **Covenant Against Contingent Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.

- M. **Covenant Against Vendor Interest.** CONTRACTOR warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONTRACTOR's association with CITY.
- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- O. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- P. **Governing Law.** This Contract 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 Contract without regard to its choice of law or conflict of laws principles.
- Q. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONTRACTOR agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONTRACTOR understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONTRACTOR must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONTRACTOR to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- R. **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 Contract 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 Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving PARTY.
- S. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- T. **Mechanic's Liens.** CONTRACTOR hereby covenants and agrees that CONTRACTOR will not permit or allow any mechanic's or materialman's liens to be placed on CITY's

interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONTRACTOR shall take all steps necessary to see that it is removed within thirty (30) days of it being filed; provided, however, that CONTRACTOR may contest any such lien provided CONTRACTOR first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.

- U. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- V. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
- W. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- X. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any PARTY or PARTIES, and any undischarged obligations of CITY and CONTRACTOR arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- Y. **Execution.** This Contract 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 Contract, 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 intentionally left blank.*

**SECTION VII –SIGNATURES**

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

**CONTRACTOR:**

**Duininck, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_, Its \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WILLMAR:**

By: \_\_\_\_\_  
Douglas E. Reese, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kyle Box, Its Operations Director

Date: \_\_\_\_\_

**EXHIBIT 1 [to Construction Contract]**

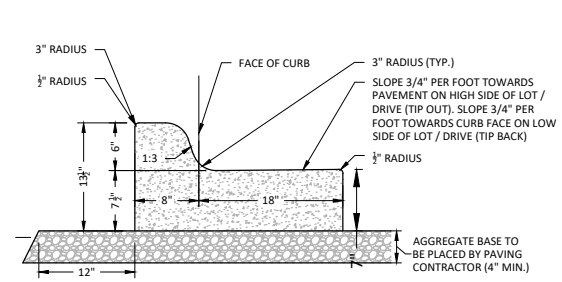
**SCOPE OF SERVICES**

**EXHIBIT 2 [to Construction Contract]**

**CERTIFICATES OF REQUIRED INSURANCE COVERAGES**

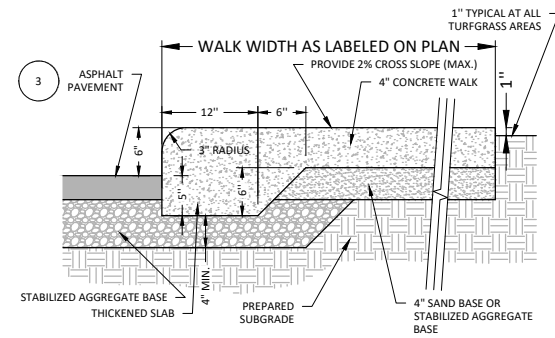
*[Certificates of Insurance attached hereto]*





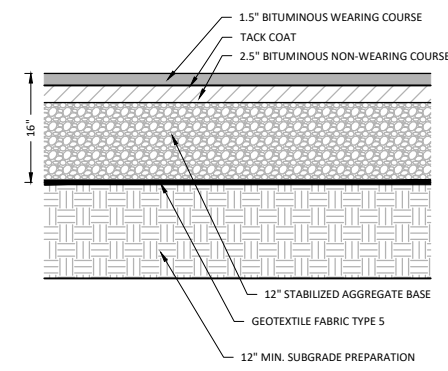
NOTES:  
1. DIRECTION OF TRANSVERSE GUTTER SLOPE SHALL MATCH DIRECTION OF ADJACENT PAVEMENT SLOPE.  
2. CONSTRUCT WITH CURBING MACHINE.  
3. AT CURB INLET CATCH BASINS, ADJUST CASTING TO BE 1" BELOW GUTTER GRADE. SLOPE GUTTER 5' EACH SIDE OF CATCH BASIN. PROVIDE POSITIVE DRAINAGE TO CATCH BASINS.

1 B-618 CURB AND GUTTER  
NOT TO SCALE

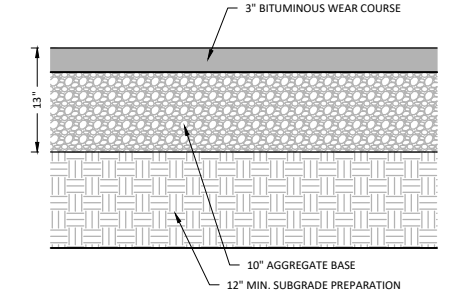


NOTE:  
PROVIDE EXPANSION JOINT AND CAULK SEALANT BETWEEN WALKS AND BUILDING AND BETWEEN WALKS AND STOOPS.

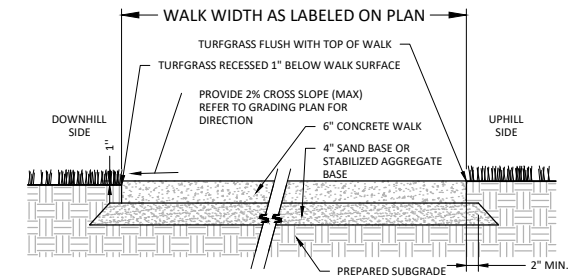
2 INTEGRAL CONCRETE WALK AND CURB  
NOT TO SCALE



3 BITUMINOUS PAVEMENT SECTION A  
NOT TO SCALE

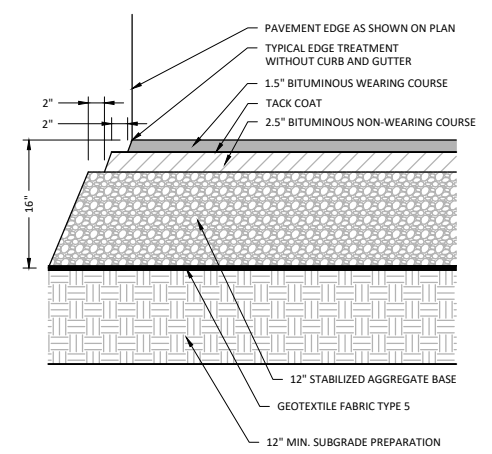


4 BITUMINOUS TRAIL PAVEMENT  
NOT TO SCALE

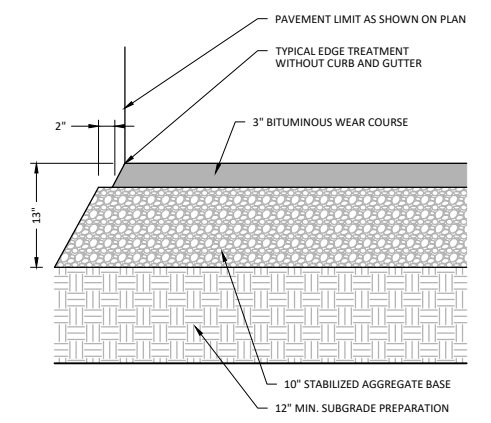


NOTE:  
PROVIDE EXPANSION JOINT AND CAULK SEALANT AT ALL WALK, BUILDING, AND STOOP JOINTS.

5 6" CONCRETE WALK/TRAIL  
NOT TO SCALE



6 BITUMINOUS PAVEMENT SECTION A (EDGE CONDITION)  
NOT TO SCALE



7 BITUMINOUS TRAIL PAVEMENT (EDGE CONDITION)  
NOT TO SCALE

H:\WILL\25X141878000\CAD\C3D\Duinink Civic Center Trail Parking Lot\FIG1-Duinink Parking Lot.dwg 7/2/2026 3:50:52 PM



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**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.B.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Human Resources
<b>Resolution:</b>	No	<b>Prepared By:</b>	Alissa Gambrel, Human Resources Director, Kyle Box, City Operations Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Kyle Box, City Operations Director
<b>Item:</b>	Approve the hiring of Christopher Frank as the City of Willmar Planning and Development Director		

**RECOMMENDED ACTION:**

Motion by \_\_\_\_\_ and second by \_\_\_\_\_ to approve of the hiring of Christopher Frank, Planning and Development Director.

**OVERVIEW:**

The City received eight applications and interviewed three applicants for the position. Each applicant was scored, followed by initial interviews with three applicants either virtually or in person. Two finalists were selected for in-person interviews. The interview panel consisted of Council Member Gilbertson, City Operations Director Box, Parks and Recreation Director Baumgarn, Finance Director Odens, Public Works Director Stefanick, and Human Resource Director Gambrel. After the conclusion of the applicant review and interview process, the panel recommends that the City Council approve the hiring of Christopher Frank as Planning and Development Director for the City of Willmar.

**BUDGETARY/FISCAL ISSUES:**

Pay Grade: LM  
 Salary Range: \$102,856 - 138,611.20

The salary and benefits for this position are within the City's 2026 budget.

**ALTERNATIVES TO CONSIDER:**

None Recommended

**ATTACHMENTS:**

None



### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.C.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Police Department
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Michael Holme, Police Chief
<b>Ordinance:</b>	No	<b>Presented By:</b>	Michael Holme, Police Chief
<b>Item:</b>	Police Department Command Center & SWAT Bus		

**RECOMMENDED ACTION:**

Approve \$54,636 from 2026 CIP for the purchase of a used 2022 Model 1 Starcraft Starlite 24 foot bus on a Freightliner Sprinter Chassis for the Willmar Police Department.

**OVERVIEW:**

The City Council approved \$200,000.00 in the 2026 Capital Improvement Program (CIP) budget for police squads, vehicles, and equipment for the Willmar Police Department.

The Willmar Police Department is requesting approval to purchase a used 2022 Model 1 Starcraft Starlite 24-foot bus built on a Freightliner Sprinter chassis, with a 3.0 V6 diesel engine, from Model 1. The purchase price of the vehicle is \$53,574.00, with an additional \$1,062.00 for shipping from Duncan, Oklahoma, to Willmar, for a total cost of \$54,636.00.

This vehicle was previously used as a lease unit. It was placed into service on December 5, 2023, and returned to Model 1 at the end of the lease on March 2, 2026. The vehicle currently has 74,746 miles.

Once a purchase order is issued, Model 1 will complete a full inspection of the vehicle and ensure that all systems and components are in proper working order prior to delivery. Upon delivery, the City reserves the right to reject the vehicle if its condition is not satisfactory. Payment terms are Net 15 following delivery and acceptance of the vehicle.

This purchase will replace the department's current 1999 Ford Eldorado bus, which has reached the end of its useful service life. Following issuance of the purchase order, delivery is expected within approximately 30 days. Any necessary outfitting and equipment installation will be completed by the City Garage.

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

2023 Starcraft Starlite 24 foot bus on a Mercedes Chassis engine 2.4L v4,diesel, new unit & never titled with

delayed warranty start for \$84,500.00

**ATTACHMENTS:**

1. Resolution for Bus
2. 2022 Starcraft Starlite 24

RESOLUTION NO.

RESOLUTION AUTHORIZING THE ALLOCATION OF  
CAPITAL IMPROVEMENT PROGRAM (CIP) FUNDS.

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 2022 Model 1 Starcraft Starlite 24-foot bus in the amount of \$53,574.00 with an additional \$1,062.00 for shipping for a total cost of \$54,636.00. Be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with Model 1 Commercial Vehicles for a total amount of \$54,636.00.

Dated this 6<sup>th</sup> day of July, 2026

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

2022 - Showing 74,746 Miles

# Starcraft

## Starlite 24'

**CONTACT**

Date Issued: 6/11/2026

Name: Emileigh Graves

Phone: 317-509-7221

Email: egraves@model1.com



Whether you need to fill a spot in your fleet or create an entirely new vehicle, your Model 1 experts have a single top priority: *you*. With a clear understanding of your needs, we find ways to deliver – starting with deep relationships all the way back at the manufacturer level. And with the nation’s largest inventory of commercial vehicles, you’ll never be short on the best choices to make for your business.

**SALES EXPERIENCE**

550+ Years of Collective Bus Sales Experience Servicing Over 1,500 Customers Annually

**COMPETITIVE PRICING**

Volume Discounts  
Fixed Contract Pricing

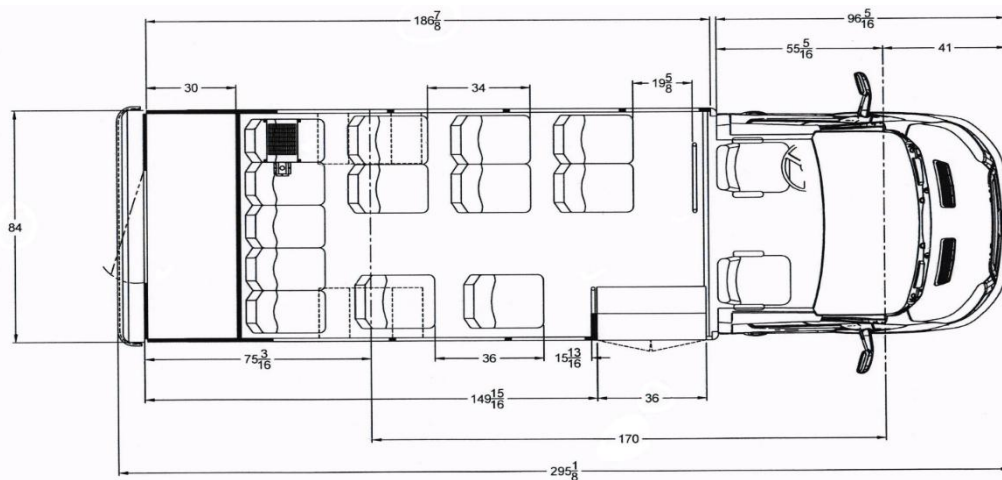
**IN-HOUSE FINANCING**

Seamless Transactions  
Flexible Solutions

**NATIONWIDE NETWORK**

21 Full-Service Locations  
Nationwide Partners with 25+ Top Manufacturers

# IMAGES & FLOORPLAN



# SPECIFICATIONS

## CHASSIS

- 2021 Freightliner Sprinter Chassis
- Engine: 3.0L V6 Turbo Diesel
- Fuel: Diesel
- Rear Step Bumper

## EXTERIOR

- Exterior Color: Arctic White
- 170" Standard Wheelbase
- 9050 GVWR
- Width (without mirrors): 84"
- Length: 295 1/8"
- Heavy Duty Anti Slip Aluminum Running Board (Both Sides)
- Front Illuminated ID Sign (no lettering)
- Electric Entrance Door w/ Exterior Entrance Door Key

## INTERIOR

- Driver Area: Gray Padded Vinyl
- Walls and Ceiling: Gray FRP
- Cove Flooring, Black, on Sidewall to Seat Track
- White "Standee" Line
- Flooring: Gerflor Sirius Graphite Black
- Stainless Steel Wheel Insert (2 Front & 2 Rear)
- LH & RH Entry Grab Rails – 1 ¼"
- 1 ¼" Dual Entry Grab Rails Parallel to Entrance Steps
- Stanchion and Modesty Panel at Entrance & Behind Driver
- Rear Luggage Area w/ Rear Door, Felt Liner, Light, Rubber Floor

## A/C & HEAT

- A/C System: TAFM452 Super 60K BTU-TAFM45 EVAP-SMC2S COND-10 C.I.D. COMP- Rear Mount EVAP
- Heater: Hot Water Heater 65K BTU floor mounted, 3 speed low profile OK side

## LIGHTING

- 4" Round Flush Mount LED Entry Door Exterior Light
- LED Light at Driver Stepwell
- Additional Interior LED Dome Lamp (4)

## ELECTRICAL

- Intermotive Flex Tech Electrical System
- Door Ajar Warning and Buzzer on Rear Door
- Hourmeter
- Wiring Diagram "AS BUILT" on USB Flash Drive
- Buzzer to Roof Hatch

## AUDIO / VISUAL

- OEM Radio w/ 4 Speakers
- Rosco Vision Backup Camera Mirror

## SAFETY

- Back-up Alarm SAE Type C 97 db(A)
- First aid kit, Fire extinguisher, and Triangle Reflectors
- Safety Decals

## PASSENGER SEATING OPTIONS

· 14 Ambulatory, 0 Wheelchair

## SEATING

Passenger Seating:

- Mid High Double Seats (3)
- Mid High Single Seats – 19" Wide (2)
- Mid High Freedman Seat, (5) 15" Rear Row Only
- Seat Covers: Level 6 Duratex Jordan Blue Cloth
- Aisle Side Arm Rests – Black (5)
- Seat Belt, Retractable (8)
- Seat Belt, Freedman USR Retractable (5)

Driver & Co-Pilot Seating: OEM Seating

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# WARRANTY

Manufacturer Warranty	Not Applicable - Pre-Owned is Sold Without Warranty
-----------------------	-----------------------------------------------------

All vehicles come with warranty, but Model 1 offers more value without the added cost.

Our coverage and support come with each of our new vehicles – *standard*.

## ***WE PROCESS ALL THE WARRANTY REGISTRATIONS***

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

## ***WE HANDLE ALL THE PAPERWORK***

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

## ***REPAIR FACILITIES NEAR YOU***

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

## ***NO MORE CLAIM FORMS***

Model 1 handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

## ***LONGER WARRANTY PERIOD***

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

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# PRICING

<i><b>DESCRIPTION</b></i>	<i><b>AMOUNT</b></i>
Bus Cost	<b>\$53,574</b>
Delivery from Duncan, OK	\$1,062
<b>Total</b>	<b>\$54,636</b>

*\*Pricing does not include DMV, title, or licensing. This quote is valid for 30 days from date issued.*

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### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.D.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Public Works
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kelsi Delbosque, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Jared Voge, City Engineer
<b>Item:</b>	Eagle Lake Sewer Lift Stations 1,3, & 4 Control Panel Replacements Preliminary Budget		

**RECOMMENDED ACTION:**

Adopt the resolution approving the preliminary budget for the Eagle Lake Lift Stations 1, 3, & 4 Control Panel Replacements Project in the amount of \$400,000.

**OVERVIEW:**

The panels for Eagle Lake Lift Stations 1, 3, and 4 are identified for replacement in the 2026 Capital Improvement Plan. These panels are showing their age with dated technology, where new panels will integrate with the SCADA system more efficiently.

**BUDGETARY/FISCAL ISSUES:**

The project will be funded from the 2026 Wastewater CIP.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. ELLS 1, 3 & 4 Control Panel Replacements Preliminary Budget

**RESOLUTION NO. \_\_\_\_**  
**PRELIMINARY 2026 WTF CAPITAL IMPROVEMENT BUDGET**  
**EAGLE LAKE LIFT STATION 1, 3, & 4 PANEL REPLACEMENT PROJECT**  
**ESTIMATED COST \$400,000**

\*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.	
<b>TOTAL</b>	<b>\$0.00</b>

**RECEIVABLES**

Assessments Prop Owners	\$0
Community Investment/Levy	\$0
MSA	\$0
MUC	\$0
WTP	\$400,000
LOST	\$0

**TOTAL**

**\$400,000**

**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	
<b>TOTAL</b>	<b>\$0.00</b>

**FINANCING**

GENERAL	\$0
LOST	\$0
MSA	\$0
WTP	\$400,000
MUC	\$0

**TOTAL**

**\$400,000**

**GRAND TOTAL**

**\$400,000**

Dated this 6<sup>th</sup> day of July, 2026

**OTHER SERVICES**

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$345,000
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$33,700
<b>TOTAL</b>	<b>\$378,700</b>

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
City Clerk

**OTHER CHARGES**

46* Prof. Serv.	\$21,300
49 Other Charges	
<b>TOTAL</b>	<b>\$21,300</b>
<b>GRAND TOTAL</b>	<b>\$400,000</b>



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.E.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Public Works
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kelsi Delbosque, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Jared Voge, City Engineer
<b>Item:</b>	Lakeland Drive Path Improvement Project Active Transportation Funding Grant Agreement		

**RECOMMENDED ACTION:**

Adopt the resolution accepting the Active Transportation Program Grant for the Lakeland Drive Path Improvements Project in the amount of \$203,953.21 and authorize execution of the grant agreement and any amendments thereto with the Commissioner of Transportation.

**OVERVIEW:**

Approval of the enclosed Active Transportation Program Grant Agreement is necessary to secure state funding for the Lakeland Drive Path Improvement Project. The agreement formalizes the City of Willmar’s award of \$203,953.21 in Active Transportation grant funds and establishes the terms under which reimbursement will occur for eligible project costs. The agreement must be fully executed and approved by MnDOT prior to any work or reimbursement eligibility. Authorization to execute the agreement will allow the project to proceed in accordance with state requirements, including compliance with grant administration, reimbursement, and reporting provisions.

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Resolution- AT Grant Agreement SP 175-090-007
2. AT Agreement - FINAL

Resolution No. \_\_\_\_\_

**A RESOLUTION APPROVING THE ACTIVE TRANSPORTATION PROGRAM GRANT AGREEMENT, GRANT TERMS AND CONDITIONS FOR SP 175-090-007 LAKELAND DRIVE PATH IMPROVEMENTS.**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

WHEREAS, the City of Willmar has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$203,953.21 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 6th day of July, 2026

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**STATE OF MINNESOTA  
ACTIVE TRANSPORTATION PROGRAM  
GRANT AGREEMENT**

This Grant Agreement (the “Agreement”) is between the State of Minnesota, acting through its Commissioner of Transportation (“State”), and (“Grantee”):

Public Entity (Grantee) name, address and contact person:

City of Willmar  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201

Contact: Shane Stefanick, Public Works Director

## **RECITALS**

---

1. Minn. Stat. § 174.38 authorizes State to enter into this Agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2023, Chapter 68- H.F. 2887, and in Minnesota Laws 2025, 1st Special Session, Chapter 8- H.F. 14.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

## **AGREEMENT TERMS**

---

### **1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This Agreement will be effective on the date State obtains all required signatures under [Minn. Stat. § 16B.98](#) Subd. 5. As required by [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until this Agreement is fully executed and Grantee has been notified by State’s Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This Agreement will expire on **June 29, 2031**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers’ Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this Agreement.

### **2 Grantee’s Duties**

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the “Project”. See Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this Agreement to acquire a capital asset, Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without the prior written consent of State and an agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

### **3 Time**

- 3.1 Grantee must comply with all the time requirements described in this Agreement. In the performance of this grant Agreement, time is of the essence.

## 4 Consideration and Payment

4.1 **Consideration.** State will pay for all services performed by Grantee under this Agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$203,953.21**

## 4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.

4.2.6 **Closeout.** State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, Subd. 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

## 5 Conditions of Payment

All services provided by Grantee under this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representatives

6.1 State's Authorized Representative is:

Marc Briese,  
Programs Manager,  
MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Shane Stefanick  
Public Works Director  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201  
Office: 320-235-4252  
[sstefanick@willmarmn.gov](mailto:sstefanick@willmarmn.gov)

If Grantee's Authorized Representative changes at any time during this Agreement, Grantee will immediately notify State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. § 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices

Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or State.

## 11 Workers' Compensation

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way State's obligation or responsibility.

## 12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 13 Termination; Suspension

**13.1 Termination by the State.** State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

**13.2 Termination for Cause.** State may immediately terminate this grant Agreement if State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**13.3 Termination for Insufficient Funding.** State may immediately terminate this Agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.

**13.4 Suspension.** State may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## 14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**15 Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or

debarred after Grantee's contract award on this Project.

**16 Discrimination Prohibited by Minnesota Statutes § 181.59.** Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

**17 Limitation.** Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## **18 Additional Provisions**

**18.1 Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minn. Stat. Chapter 177, and specifically those provisions contained in Minn. Stat. § 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the Project.

**18.2 E-Verification.** Grantee agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

**18.3 Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

**18.4 Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**18.5 Use, Maintenance, Repair and Alterations.** Grantee shall not, without the written consent of State and the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the "Real Property") for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real

Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance, or regulation.

If Grantee fails to maintain the Real Property in accordance with this Section, State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and Grantee irrevocably authorizes State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by State shall be at its sole discretion, and nothing contained herein shall require State to take any action or incur any expense and State shall not be responsible, or liable to Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by State pursuant to this Section shall be due and payable on demand by State and will bear interest from the date of payment by State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**18.6 Grant Administrator and Organizational Leadership Contact Information.** Pursuant to [Minn. Stat. § 16B.98](#), Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

**[The remainder of this page has intentionally been left blank.]**

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

*Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05*

By: \_\_\_\_\_

State Aid Programs Manager  
(with delegated authority)

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with AT</b>	
AT General Fund Grant	\$203,953.21	<b>General Fund Grant</b>	
Other:		<b>Funds:</b>	
	\$	Path/Roadway, Storm sewer	\$203,953.21
	\$		\$
	\$		\$
Subtotal	\$203,953.21	Subtotal	\$203,953.21
<b>Public Entity Funds:</b>		<b>Items paid for with Non-</b>	
Matching Funds		<b>AT General Fund</b>	
Local Match	\$93,373.80	<b>Grant Funds:</b>	
Other:		Local Match: Path/Roadway, Storm sewer, watermain relocation	\$93,373.80
TA Federal Funds	\$815,812.84	TA Funds: Path/Roadway, Storm sewer	\$815,812.84
	\$		\$
	\$	Subtotal	\$909,186.64
Subtotal	\$909,186.64		
<b>TOTAL FUNDS</b>	<b>\$1,113,139.85</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$1,113,139.85</b>

**EXHIBIT B**

GRANT APPLICATION

Attach the grant application for the project

## Minnesota State Active Transportation (AT) Program: Infrastructure Solicitation Application

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### I. Project Information

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#### A. Applicant Entity Information

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Name	Justin DeLeeuw
Entity Name	City of Willmar
Job Title/Position	Public Works Director
Phone	(320) 214-5171
Email	jdeleeuw@willmarmn.gov
Entity Type	State Aid City
Address	333 Southwest 6th St Willmar, MN 56201
County	Kandiyohi
MnDOT District	District 8

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#### B. Project Sponsor Information

---

As a grant applicant, are you representing a township, non-state aid city, or a registered non-profit? If yes, you are required to have a project sponsor.

No, I am not a township, non-state aid city, or a registered non-profit

---

#### C. Project Funding

---

Has this project been selected for federal funding?	No
Is this project applying for competitive funding from another source in addition to this program?	Yes
	MnDOT's Transportation Alternatives Program, requesting \$783,020 in FY28.

---

AT Grant Request 980000

---

Local City Funds 245000

---

Total project cost 1225000

---

Are funds from all sources committed? Yes

---

#### D. Project Location

---

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant entity or project sponsor? Yes

---

If yes, list all public entities that are a part of this project. An entity should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits. The project will impact MnDOT right-of-way at the northeast quadrant of Highway 12 and Lakeland Dr. A letter of support from the MnDOT 8 District Engineer in Attachment A.

---

Beginning Point - Latitude 45.13948

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Beginning Point - Longitude -95.02192

---

#### E. Brief Project Description

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Enter a brief description or title of your project. Example: Construct shared use path along north side of CSAH 12 (Cedar Street) including bumpouts at all quadrants at the CSAH 12 and Main Street intersection in the City of Moose River. The Lakeland Drive Path Improvement Project will include the construction of approximately 1-mile of multi-use bituminous trail along the east side of Lakeland Drive in northeast Willmar. The 10 feet wide trail will extend from US Highway 12 to Civic Center Drive NE.

---

#### F. Eligibility Check

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The applicant must have a full resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right of way, inspection, and other non-AT eligible costs, as well as AT-eligible items in excess of the AT Infrastructure grant amount. The applicant understands this eligibility requirement and has executed the signed resolution for attachment to the application.

Yes

---

Township, non-state aid city, and registered non-profit applicants will need a state aid city or county to serve as their project sponsor. If a project sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring entity's council supporting the project and agreeing to act as the project sponsor. The applicant understands this eligibility requirement and has obtained this signed resolution for attachment to the application.

Yes

---

The applicant must have a full resolution (not just a letter of support) from all non-Tribal entities (except MnDOT) other than the applicant entity or project sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this signed resolution(s) from all impacted entities for attachment to the application.

Yes

---

Does the applicant entity have the ability to maintain the infrastructure improvement and provide an expected service life of a minimum of 10 years? The applicant affirms to the best of their current knowledge and belief that this requirement will be met.

Yes - project will be maintained and provide a service life of 10 or more years

**Projects are required to be ready for construction in 2025 or 2026. The applicant understands this eligibility requirement and will award a contract and be under construction prior to December 31, 2026.**

Yes

---

**Please select the anticipated construction year**

2025

---

**Active Transportation infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT District Engineer. The applicant understands this eligibility requirement and has obtained, if required, this letter of support for attachment to the application.**

Yes

---

**Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible expenses nor are right-of-way acquisition costs. All selected projects must follow the State Aid process, which includes identifying applicable design standards and developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.**

Yes

Active Transportation funds cannot be used to pay non-profit, local entity or Federally Recognized Indian Tribe staff time to construct or install any improvements. Local entity or Federally Recognized Indian Tribe staff time is not an eligible cost for the program. All selected projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.

Yes

Has the project received a legislative appropriation (also known as an "earmark")?

No

Statute 16B.981 Subd. 2 (6) requires that no current principals of a grantee have been convicted of a felony financial crime in the last 10 years. A principal is defined as a public official, a board member, or staff (paid or volunteer) with the authority to access funds provided by this grant opportunity or to determine how those funds are used. Political subdivisions as defined in Statute 465.719 (including school districts) and Federally Recognized Indian Tribes are not subject to this requirement. Checking the following box is acknowledgement that if selected to receive a grant and if required by statute, the applicant will be required to complete a form certifying that no current principal of its organization has been convicted of a felony financial crime in the last 10 years.

Yes

## G. Project Evaluation

Name	Kyle Box
Job Title / Role	City Operations Director
Email	kbox@willmarmn.gov
Phone	320-214-5172

## II. Project Improvements & Safety

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### H. Safety Concerns

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At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?

Yes

Check any that apply below:

Pedestrians walk along the grass or ditch.  
People walk or bike within a vehicle travel lane or roadway

Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?

Yes

Check any that are present in the project area:

High vehicle speeds  
High levels of traffic

List and concisely describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.

Pedestrian and bicycle safety accommodations are glaringly inadequate along the Lakeland Dr NE Corridor in Willmar. Within the project area, the existing pedestrian infrastructure is fragmented, creating an inconsistent user experience and forcing conflict between different transportation modes.

The corridor features intermittent portions of 5-foot wide concrete sidewalk. The existing sidewalk is located on the west side of Lakeland Dr from US Highway 12 to the railroad crossing, and then starts on the east side of Lakeland Drive from Lower Trentwood Cr to Civic Center Drive NE. This creates about a half mile gap where no pedestrian facilities are present. On-street bicycle trails exist on the east and west roadway shoulders of Lakeland Dr and feature little protection from vehicle traffic. Lakeland Dr carries 4,200 vehicles daily through the project area with a 40 MPH speed limit. These conditions present safety risks to non-motorized users and discourage the use of active transportation modes.

The shortcomings in infrastructure also become evident through crash analysis. From 2014 - 2013 the Lakeland Dr Corridor experienced several crashes; two of which involved bicyclists. The City is currently in the development of a Safety Action Plan, portions of the Lakeland Dr Corridor are identified as part of the City's High-injury network. This identification justifies the need for safety improvements. Excessive safety concern has driven the Willmar City Council to request that the feasibility of path improvements along Lakeland Dr be examined and improvements be prioritized.

### I. Types of Improvements

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Curbs and medians

New curb and gutter

---

**Signage and striping**

New crosswalk striping

---

**Sidewalks and trails**ADA ramps  
Trails and shared use paths

---

**Provide a full project description including specific locations of each improvement identified above. Please include descriptions for other improvements not listed above as well. Include any project maps or design exhibits. These exhibits may be uploaded with your application.**

The project will install a new physical barrier between vehicles and active transportation users in the form of a concrete curb and gutter along the east side of the corridor. The project will close a nearly half-mile gap in the sidewalk/trail system expanding multimodal access to more residents and locations and the new bituminous trail will be of adequate width to accommodate people walking, biking, and rolling through the corridor. The project will address ADA accessibility barriers and construct compliant pedestrian ramps at all street crossing locations. Lastly, the project will repaint pavement messages and crosswalks to increase pedestrian visibility at crossing locations.

Project figures have been included for reference in Attachment C - Cost Estimate & Figures.

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**J. Project Improvements**

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**Destinations: Describe how listed improvements would connect communities or connect key destinations within your community. See Solicitation Guide for example statement.**

At the north end of the corridor the project will provide access to the MinnWest Technology Campus. The MinnWest Campus is a unique district that caters to the needs of small business. The campus is a regional destination for employment, with over 30 businesses and 800 employees. Project improvements will support these businesses by providing enhanced multimodal access to these businesses.

The project will also support access to two public parks and the Willmar Community center, which are a short walk west of the project area. Notably, the project will contribute to a growing multimodal system by connecting to a recently expanded trail on US Highway 12.

Refer to Attachment E - Project Location Map for a map illustrating the destinations that will be connected by the project.

**Safety Risk Mitigation: Explain how each of the listed improvements in "Section I. Types of Improvements" would mitigate the safety risks and hazards described in "Section H. Safety Concerns." See Solicitation Guide for example statement.**

Due to perceived safety risk, the existing corridor of Lakeland Dr acts as a barrier to non-motorized transportation. Multimodal improvements to the corridor could dramatically improve safety for non-motorized users and expand the north-south connectivity of Willmar's expanding multimodal transportation system.

The proposed project will uniquely respond to the safety issues detailed in Sec. H Safety Concerns. Safety risk in the project area is the result of inadequate separation from vehicle traffic, system gaps, and a narrow sidewalk that can't accommodate multiple modes.

Renovating the curb and gutter on the east side and the addition of a 2' wide setback between the trail and curb will create considerably more separation from vehicle traffic. According to MnDOT's 2020 Statewide Pedestrian System Plan, greater separation from vehicle traffic encourages more people to choose active transportation modes.

By closing a 1/2 -mile system gap the project will eliminate the safety risk associated with walking in the grass and it will provide a dignified space for pedestrians. Further, the project will address ADA accessibility barriers and non-compliant ramps. These barriers were identified in the City's 2020 ADA Self-Evaluation. Accessibility improvements will ensure that the benefits of the project can be equitably enjoyed.

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### III. Community Engagement & Transportation Policies

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#### K. Plans, Policies, & Studies

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**Does the applicant entity or project sponsor have a non-motorized transportation plan(s) in place or under development?**

Yes - please attach to application

**Describe the content and extents of the non-motorized transportation plan(s). Include the year of adoption for each document listed.**

The proposed project was identified in the City of Willmar's 2015 Parks and Recreation Master Plan. Additionally, the project is intended to mitigate barriers that were identified in the City's 2020 ADA Self-Evaluation

**Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?**

No

**Are the improvements in this project identified in the listed plan(s)?**

Yes - please attach to application

**Please provide the page number(s) on which the project is identified**

Page 3 of the Parks and Recreation Master Plan identifies the proposed trail alignment. The ADA Self-Evaluation identifies barriers within the project area on page 19 and 30.

**Describe how the proposed improvements in this project were identified, planned, and prioritized. Also, include any community/stakeholder engagement or public outreach activities.**

The need for a path on Lakeland Drive was identified in the City's Park and Recreation Plan, because of proximity to key destinations. Recently the Lakeland Dr Path Improvement project has been prioritized at the request of the Willmar City Council. The Council requested the feasibility of a separated bituminous trail along Lakeland Dr be investigated in response to concerns about safety on this roadway.

The City recently developed a feasibility report for 2025 & 2026 construction projects. This report included a prioritization plan and defined a vision for the project.

Support from community stakeholders, in the form of letters of support and resolutions, can be referenced in Attachment A. Links to the relevant planning documents has been included in Attachment D.

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**Has the applicant entity and/or project sponsor adopted a Complete Streets Policy or other policies or practices encouraging and promoting Complete Streets policies and practices in planning, design and construction? If yes, please describe these policies or practices and attach them to the application. If no, please mark "N/A".**

n/a

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## **IV. Equity Score**

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### **L. Advancing Equity**

**Priority Populations**

Low Income  
Aged Under 18  
Limited or Non-English Speaking

**Describe how the ability for priority populations to use active transportation will be advanced with this proposed project. Include specific project area destinations and statistics that support the priority population boxes checked above.**

Transportation infrastructure must meet the needs of disadvantaged populations. The US Department of Transportation's (USDOT) Equitable Transportation Community (ETC) Explorer can be used for demographic analysis and to reveal the unique disadvantage faced by residents in north Willmar.

Both census tracts the project falls in (7805 & 7810) are recognized by the USDOT as disadvantaged. These disadvantages are mirrored in the project area's AT equity score of 9. The ETC explorer identified tract 7805 and 7810 as disadvantaged in the following metrics:

- Asthma & Diabetes Prevalence (77th statewide %ile)
- Aged 17 or younger (72nd %ile)
- Limited English Proficiency (84th %ile)
- No HS Diploma (88th %ile)
- Unemployment (72%ile)
- 39% of the residents are at or below 200% of the poverty line (92nd %ile)
- Residents spend over \$10k a year on transportation, placing them in the 83rd statewide percentile for transportation cost burden.
- Tract 7805 falls into the 90th statewide %ile for the share of mobile homes.

Providing enhanced active transportation options will connect these groups to economic opportunity, improve community health and quality of life. The proposed improvements will ensure that all residents have access to the recreational and economic opportunities in Willmar. The project corridor provides a safe no-motorized route between two major employment centers, the MinnWest Technology Campus and Downtown Willmar. Bike and pedestrian trail connections to these locations will ensure that the benefits of infrastructure investment are equitably enjoyed.

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## **M. Active Transportation Equity Score**

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## **V. Attachments**

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**Approved applicant entity resolution of support (PDF)** <https://www.formstack.com/admin/download/file/17425042339>

**Approved Letter of Support from MnDOT District Engineer if the project has Trunk Highway impacts (if applicable) (PDF)** <https://www.formstack.com/admin/download/file/17425042340>

**Engineering or planning-based cost estimate with itemized breakdown (Excel)** <https://www.formstack.com/admin/download/file/17425042355>

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**Timeline of project indicating major milestones and their anticipated completion dates (PDF)**

<https://www.formstack.com/admin/download/file/17425042358>

**Non-motorized transportation plan or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere**

<https://www.formstack.com/admin/download/file/17425042359>

**At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment. (PDF)**

<https://www.formstack.com/admin/download/file/17425042360>

## **VI. Conflict of Interest Disclosure**

**Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:**

Determined that no potential organization conflict of interest exists

## **VII. Affirmation of Noncollusion**

**The Applicant affirms that this solicitation response has been submitted without collusion.**

Yes

## **VIII. 2024 AT Infrastructure Application Submittal**

**The applicant affirms to the best of their current knowledge and belief that this grant application submittal is accurate and complete.**

Yes

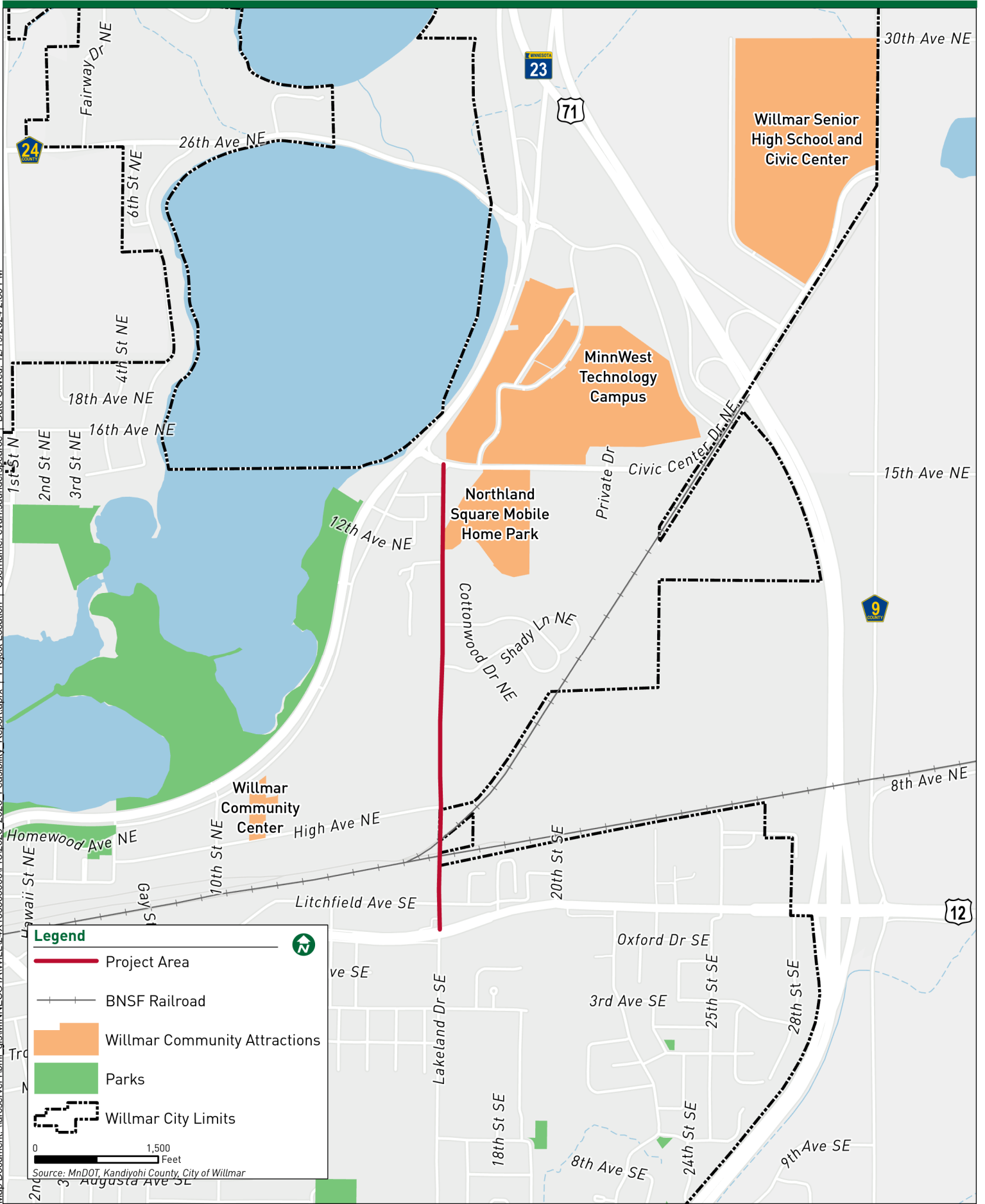


**2024 Active Transportation Grant Application**

**Attachment E – Project Location Map**

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Map Document: \\arcserver1\l\m\gis\MINNESOTA\WILL24\135366000\Pro\2025\_2026\_Feasibility\_Report.aprx | Project Location: | User: evan.saunders@willmar.mn.gov | Date Saved: 12/19/2024 2:58 PM



**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**Resolution No. 2026-  
Active Transportation Program Grant Agreement  
Grant Terms and Conditions  
SP 175-090-007  
July 6, 2026**

WHEREAS, the City of Willmar has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$203,953.21 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 6th of July, 2026

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Mayor

Attest:

---

City Clerk



### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.F.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Public Works
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Kelsi Delbosque, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Shane Stefanick, Public Works Director
<b>Item:</b>	Sanitary Sewer Lining Project Award		

**RECOMMENDED ACTION:**

Adopt the resolution awarding the Sanitary Sewer Lining Project of Becker Ave SE and Old Highway 12 areas to Subsurface, Inc. in the amount of \$67,498.05.

**OVERVIEW:**

Wastewater staff has identified two areas of sewer main with heavy root intrusion and failing clay pipe requiring repair. The pipes are cracking, which has resulted in heavy amounts of groundwater infiltration. Quotes were received from two companies: Insituform Technologies USA, LLC in the amount of \$111,668.10, and Subsurface, Inc. in the amount of \$67,498.05 for the U.V. Cured In Place Pipe lining of the 8" and 12" wastewater mains. The resin lining installed in the pipe is cured with a UV light, providing an additional 50 plus years of service life.

**BUDGETARY/FISCAL ISSUES:**

The project will be paid from the Wastewater Collections operating budget.

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

1. Resolution- Accept Quote Wastewater CIPP Project
2. Old Hwy 12 Basin Map
3. Becker Ave SE Map
4. Subsurface, Inc. Quote
5. Insituform Quote

**Resolution No.**\_\_\_\_\_

**A RESOLUTION AWARDING THE SANITARY SEWER LINING PROJECT OF BECKER AVE SE AND OLD HIGHWAY 12 TO SUBSURFACE, INC. IN THE AMOUNT OF \$67,498.05.**

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 quote for the Sanitary Sewer Lining Project of Becker Ave SE and Old Highway 12 areas 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 \$67,498.05.

Dated this 6th day of July, 2026

\_\_\_\_\_  
Mayor

Attest:

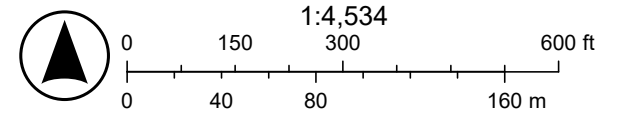
\_\_\_\_\_  
City Clerk

# City of Willmar NW Hwy 12

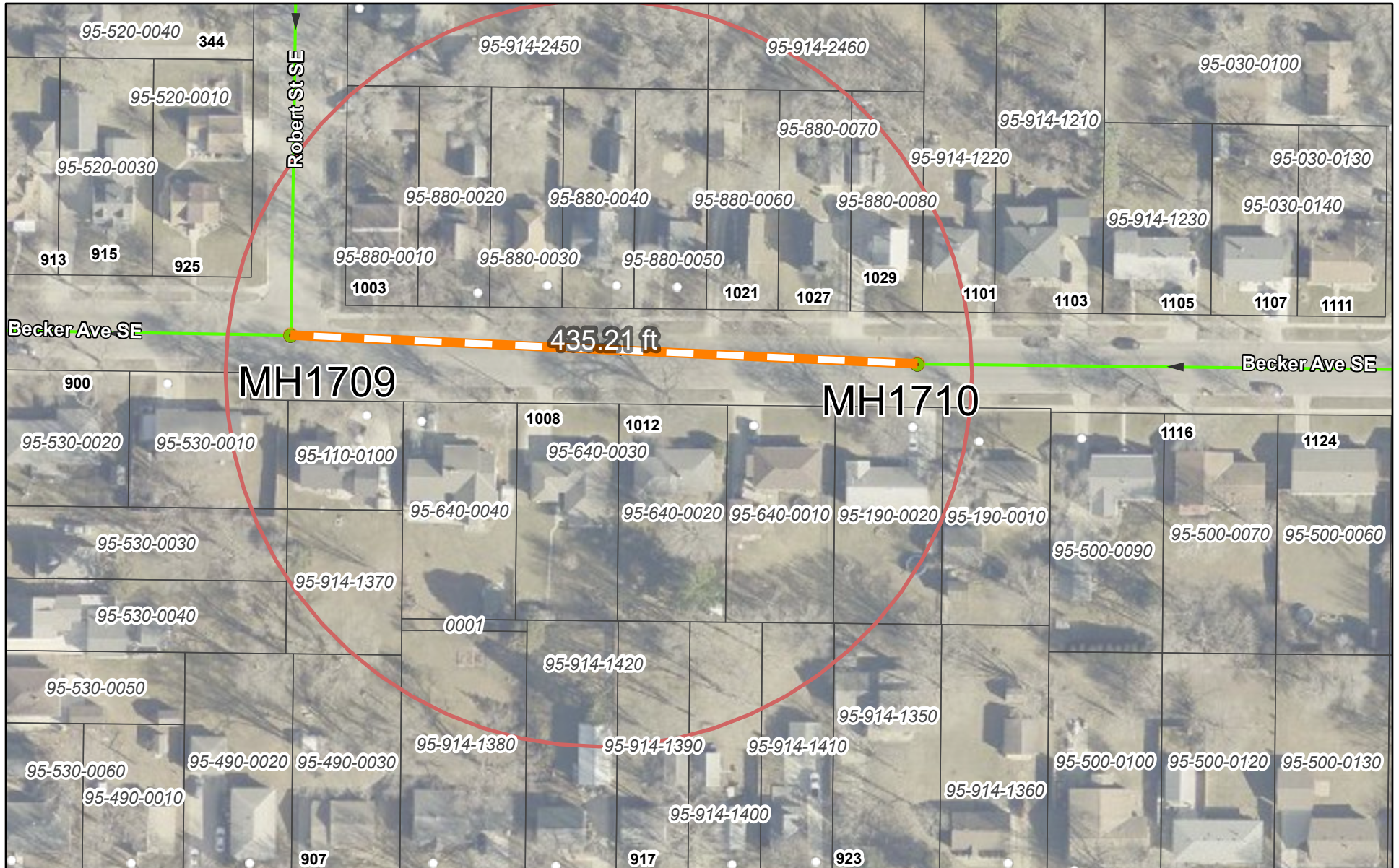


3/26/2026, 1:00:55 PM

- Override 1
- ▭ Parcels
- Sanitary Pipe
- ▬ Override 1
- ▶ Sanitary Flow Arrows
- ⋯ City Limits
- Sanitary Manhole

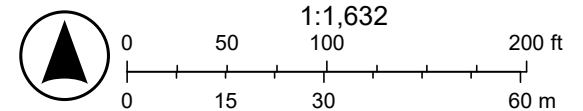


# City of Willmar Becker Ave. SE



3/26/2026, 1:23:35 PM

- Override 1    ○ House Addresses    ● Sanitary Manhole
- Override 1     Parcels    — Sanitary Pipe
- City Limits    ▶ Sanitary Flow Arrows



P.O. Box 37  
Moorhead, MN 56561-0037



Phone (701) 997-5040  
Email: gary@subsurface-inc.com

April, 13 2026

Mr. Jason Lindahl  
3000 75th St SW  
Wilmar, MN 56201  
(320-235-4760  
jlindahl@wilmarmn.gov

Re: UV Install—City of Wilmar, MN – City of Wilmar CIPP

Dear Mr. Lindahl

**Subsurface, Inc** herein proposes to furnish a Proposal for the labor, materials, equipment, and services set forth below to reconstruct the referenced project. The following prices should be considered confidential.

**PROPOSAL PRICING**

Item	Qty	Unit	Rate	Total
Mobilization	1	LS	\$ 8,300.00	\$ 8,300.00
Lining 8" – UV Cure, 3.6mm	435	LF	\$ 62.30	\$ 27,100.05
Lining 12" – UV Cure, 3.6mm	286	LF	\$ 93.00	\$ 26,598.00
Partial Liner to address Infiltration -MH 4803 to MH 4804 approx. 96'	1	LS	\$5,500.00	\$5,500.00
<b>Total</b>				<b>\$ 67,498.05</b>

**ASSUMPTIONS AND QUALIFICATIONS:**

We have based this proposal on a nominal wall thickness for the CIPP tube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

It is assumed the line length to be minimum as noted above. Should Pre-CCTV indicate less footage, price may need to be renegotiated.

Bid good for 10 days. Pricing is subject to a 2% increase per month.

Laterals. Normal practice only reinstates those which are active. **This proposal assumes 14**

**laterals are anticipated to be reinstated.** You may direct us to reinstate all or specific laterals as you desire. This proposal, unless otherwise stated, assumes that all laterals will be reconnected using our main line cutter. Specific service connections, if encountered, will not be reconnected only when written directions are received from the Owner. The Owner will indemnify and hold **Subsurface, Inc** harmless from all claims arising from backups and other effects of such actions or in-actions from services not opened at the Prime's request. In the event that Subsurface, Inc is unable to locate or reconnect a service lateral internally, the Owner will externally reconnect the service at no cost to Subsurface, Inc.

Water shall be provided at no cost to Subsurface, Inc for all construction phases of this project. Any required backflow preventer or water meters will be supplied by others. Water to be supplied at no additional cost for construction activities. Subsurface, Inc will follow all required backflow prevention and metering procedures.

The Owner/GC will provide equipment access to both ends of the line and any potential point repairs that may be required prior to the lining operation.

GC to provide lay down yard and loading/unloading of materials.

This proposal does not include any mitigation of sags or "bellies" in the existing pipe. Should sags be encountered, Owner will be responsible for correcting or additional fees will be negotiated with Subsurface, Inc to remedy should owner elect to remedy.

### **PROPOSAL INCLUSIONS:**

The prices stated in this proposal include:

1. One mobilization and demobilization. - based **on a mutually agreeable schedule between Subsurface, Inc and the Owner.** The Owner needs to give Subsurface, Inc at least two-week advance notice of any changes to the mutually agreed upon schedule. If through no fault of Subsurface, Inc the mutually agreed upon schedule changes with less than one week notice, then Subsurface, Inc may charge the Owner an additional mobilization charge and any potential lost materials including but not limited to tube already "wetout".

2. Pre-Video inspections and documentation of existing pipe prior to reconstruction with the CIPP process for pipe rehabilitated by CIPP.
3. Preliminary Cleaning and preparation of pipe for CIPP
  
4. Post video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Traffic cones around immediate work area.
6. Flow rates are assumed to be 350 GPM or less. Flow control in excess of 350 GPM to be provided by Owner.
7. Installation of Cured-In-Place Pipe (CIPP) lining per manufacturer's recommendation including inversion, curing, and finishing. Subsurface, Inc will utilize a UV cure resin system.
8. Confined space safe entry practices.
9. **Three-year material and installation warranty.**
10. Certificate of insurance with a standard coverage.

#### **PROPOSAL EXCLUSIONS:**

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **Subsurface, Inc** at your additional cost; or would be furnished by others, at your direction, at no cost to **Subsurface, Inc:**

1. Point repairs if required prior to lining
2. Lateral Lining
3. Dye Testing
4. Traffic Control in excess of traffic cones around immediate work area.
5. If preliminary video inspection of the pipe interior indicates excessive damage, or other extraordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the CIPP, then those services will be provided by the Owner. This will include excessive roots, excessive debris, pipeline sags and protruding taps.
6. Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
7. Active lateral verification, other than visual inspection.
8. Water from fire hydrants or other sources within a convenient distance from each cleaning and inversion site location.
9. *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
10. Bypass pumping of any laterals that may be required
11. Installation of cleanouts, or other ports, if required for special bypass pumping requirements for businesses.
12. Manhole installation, rehabilitation, and/or replacement, if required.
13. Project permits and/or local licenses.
14. Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

15. Performance and Payment Bond not included. This is available upon request, but if required please add 3% to the total project cost.
16. Additional Taxes not specifically listed in the inclusions.

**PROPOSAL TERMS AND CONDITIONS:**

- a.) When CIPP is required to negotiate bends or defects in the host pipe, there is a tendency to experience wrinkling in the installed CIPP around the inside radius of the bend or in the area where the host pipe defect is located. This is normal and should be expected. It will not affect the structural integrity of the finished product. Subsurface, Inc will not be liable for repairs or penalties due to wrinkles in the CIPP at the locations of bends or defects in the host pipe.
- b.) Limits of Liability. In consideration of Subsurface, Inc agreement to maintain no less than \$1,000,000 of comprehensive general liability insurance in the form required by the Contract, Subsurface, Inc liability to the Prime for any matter covered by such insurance will be limited to the extent of such insurance and the Prime will indemnify and hold Subsurface, Inc harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- c.) **LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SUBSURFACE AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY SUBSURFACE, INC WHICH ARE BROUGHT TO THE ATTENTION OF SUBSURFACE WITHIN THREE YEARS FOLLOWING COMPLETION OF SUBSURFACE, INC'S WORK, PROVIDED PRIME AFFORDS SUBSURFACE, INC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.**
- d.) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- e.) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- f.) If actual quantities differ significantly from those stated in the proposal then work will be renegotiated.
- g.) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- h.) Monthly progress partial payments will be requested for the value of work in progress or completed, including materials secured and on site.
- i.) Prices stated are in effect for ten days from the date of this proposal. The acceptance period may be extended at the sole option of Subsurface, Inc.
- j.) CONFLICTS. In the case of conflict between the provision of the aforesaid paragraphs and any other provision in the contract as ultimately executed the provisions as set forth above shall govern and prevail.

P.O. Box 37  
Moorhead, MN 56561-0037



Phone (701) 997-5040  
Email: [gary@subsurface-inc.com](mailto:gary@subsurface-inc.com)

Approved By \_\_\_\_\_

Sincerely,  
Mark Aure  
Sales and Business Development Specialist  
Subsurface, Inc  
701-210-1383

P.O. Box 37  
Moorhead, MN 56561-0037



Phone (701) 997-5040  
Email: [gary@subsurface-inc.com](mailto:gary@subsurface-inc.com)



**Insituform Technologies USA, LLC**  
 1140 Bunker Lake Blvd NW  
 Anoka, MN 55303  
 Tel: 651.253.0236

**ID#: SO-00224763**

**Date: June 5, 2026**

**To: General Contractors**

**From: Tony Ostgulen**  
**Business Development Manager**  
 651.253.0236

**Project Name: 2026 CIPP UV Lining**  
**Wilmar, MN**

**Insituform Technologies USA, LLC.** herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project.

**Assumptions and Qualifications**

If conditions are materially different from those communicated to **Insituform Technologies USA, LLC.**, we reserve the right to void or renegotiate the pricing contained in this proposal.

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Specific service connections will be reconnected only when written directions are received from the Owner/Prime Contractor with an additional charge for each service connection. The Owner/Prime Contractor will indemnify and hold **Insituform Technologies USA, LLC.** harmless from all claims arising from backups and other effects of such actions or inactions from services not opened at the owner’s request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Owner/Prime Contractor will externally reconnect the service at no cost to Insituform. Water shall be provided at no cost to Insituform Technologies USA, LLC. for all construction phases of this project. Insituform Technologies USA, LLC. will follow all required deposit, backflow prevention, and metering procedures.

The Owner/Prime Contractor will provide access to both ends of the line, traffic control, and point repairs if needed. Installation can be completed after point repairs and access to both ends are completed.

**Proposal Pricing**

	<b>Item</b>	<b>Unit</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Amount</b>
1	Mobilization	LS	1	\$ 47,435.62	\$ 47,435.62
2	Furnish and Install 8" UV CIPP	LF	436	\$ 67.45	\$ 29,408.20
3	Furnish and Install 12" UV CIPP	LF	287	\$ 105.09	\$ 30,160.83
4	Chemical Grout Set Up	LS	1	\$ 2,356.21	\$ 2,356.21
5	Seal 12" Joints	EA	6	\$ 294.54	\$ 1,767.24
6	Chemical Grout	Gal	36	\$ 15.00	\$ 540.00
					\$ 111,668.10

1. Installation of CIPP by Water or Steam Install/Curing as required in specifications.
2. There will be a charge for each additional mobilization, for cleaning and/or lining, above the 1 anticipated mobilization. The additional mobilization cost will be provided in a Change Order request and must be approved by the GC, in writing, prior to additional mobilization.
3. We have the right to negotiate our prices, should the CIPP quantities differ more than 10% from those stated in the proposal.
4. GC will be responsible for locating and exposing any buried manholes, if applicable.
5. Laterals that can be positively identified (with the camera) as plugged, will not be reinstated. All other laterals will be opened unless otherwise directed, in writing, by the owner.
6. Insituform submits this bid based on the plans and specifications furnished to it. Insituform's bid is expressly conditioned upon the negotiation of terms and conditions fair to Insituform. Insituform shall have no obligation to perform and shall not be bound by its bid until the execution of a mutually agreeable written contract.

### **Proposal Inclusions**

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The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Pipeline cleaning of normal deposits any conditions beyond 'normal' will be treated as an extra
3. Pre-Video inspections and documentation of existing pipes prior to reconstruction with the Insituform process for pipe rehabilitated by CIPP
4. Final video inspection following completion of the installation to document your new pipe rehabilitated by CIPP.
5. Confined space safe entry practices.
6. One-year standard construction warranty.
7. Certificate of insurance with standard coverage

### **Proposal Exclusions**

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Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by Insituform Technologies USA, LLC. at your additional cost; or would be furnished by others, at your direction, at no cost to Insituform Technologies USA, LLC.:

- a) Clear access to sewer through new or existing manhole, manhole frame and chimney/corbel removed if necessary.
- b) If preliminary video inspection of the pipe interior indicates excessive damage, or other extra-ordinary condition, which will require excavation, or other extraordinary remedy, to prepare the pipe for installation of the Insitutube, then those services will be provided by the Prime contractor or Owner. This will include excessive roots, excessive debris and protruding taps.
- c) Additional cleaning and televising mobilizations and/or setups due to point repairs, obstruction removals, or delays out of our control will be an additional charge.
- d) Protruding tap removal unless specified
- e) Dye testing
- f) Manual operation of any pumping and/or metering stations.
- g) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
- h) Legal dumpsite for debris resulting from pipe cleaning.
- i) *If any hazardous or toxic materials are encountered during the project, the Owner/Prime Contractor will be responsible for the removal and disposal of the materials.*

- j) Installation of cleanouts, or other ports, if required for special bypassing pumping requirements for businesses.
  - k) Manhole installation, rehabilitation, and/or replacement, if needed to install CIPP.
  - l) Project permits, special insurance, and/or local licenses.
  - m) Weekend/Holiday working hours.
  - n) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
  - o) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
  - p) Performance and Payment Bond not included. This is available upon request, but if required please add 2.5% to the total project cost.
-

**Proposal Terms and Conditions**

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- a) Limits of Liability. In consideration of Insituform Technologies USA, LLC.'s agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, Insituform Technologies USA, LLC.'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Insituform Technologies USA, LLC. harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damage relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to the agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoices and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of the project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Insituform Technologies USA, Inc.
- i) If, during the performance of this contract, any cost price determining factor considered by Subcontractor in determining the contract price significantly increases, through no fault of Subcontractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by Subcontractor from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by Subcontractor's Vice President of Procurement. Due to the confidential nature of Subcontractor's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of Subcontractor because of the shortage or unavailability of any raw materials, including resin, Subcontractor shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude Subcontractor from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project.
- j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

**Offered By:**

**Accepted By:**

Insituform Technologies USA, LLC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Anthony Ostgulen, Business Development Manager*

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Organization

**Accepted by: Insituform Technologies USA, LLC.**

\_\_\_\_\_  
Date: \_\_\_\_\_

Is this Project Tax Exempt? \_\_\_\_\_ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? \_\_\_\_\_ Are there wage rates? \_\_\_\_\_. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.



### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.G.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	City Clerk
<b>Resolution:</b>	No	<b>Prepared By:</b>	Deborah Stulen, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Vernae Larsen, City Clerk
<b>Item:</b>	Consideration of Mariscos Y Tacos El Viejon On-Sale Wine and 3.2 % Intoxicating Liquor Licenses		

**RECOMMENDED ACTION:**

Approve the Mariscos Y Tacos El Viejon On-Sale Wine and 3.2 % Intoxicating Liquor Licenses Through the Fiscal Year Ending April 25, 2027, Pending Police Department Approval, on a Roll Call Vote.

**OVERVIEW:**

On June 23, 2026, Mariscos Y Tacos El Viejon, owner Genoveva Ayon, request to hold an On-Sale Wine & 3.2% Intoxicating Liquor License located at 1630 Hwy 12 E under the name Genoveva Ayon dba Mariscos Y Tacos El Viejon. The Willmar Police Department will complete a background, criminal history, and driving record check. Andres Ayon Vazquez will be the Resident Manager for this establishment.

**BUDGETARY/FISCAL ISSUES:**

\$125.00 Investigation Fee and Prorated \$291.67 License Fees

**ALTERNATIVES TO CONSIDER:**

Deny the approval of the requested applications

**ATTACHMENTS:**

None



### City Council Action Request

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	9.H.
<b>Agenda Section:</b>	Regular Business	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	Yes	<b>Prepared By:</b>	Allie Paulsen, Administrative Assistant
<b>Ordinance:</b>	No	<b>Presented By:</b>	Vernae Larsen, City Clerk, Kyle Box, City Operations Director
<b>Item:</b>	Resolution to Acknowledge Donations for the Second Quarter of 2026		

**RECOMMENDED ACTION:**

Adopt the Resolution acknowledging second quarter donations for 2026

**OVERVIEW:**

The City regularly receives donations and, pursuant to formerly adopted Council action, allows staff to promptly send a thank-you letter and formally approve the donations quarterly. Attached is the resolution acknowledging the second quarter donations for 2026.

**BUDGETARY/FISCAL ISSUES:**

Q2 donations total: \$27,250.00

**ALTERNATIVES TO CONSIDER:**

None to consider.

**ATTACHMENTS:**

1. Resolution for Q2 Donations 2026

**RESOLUTION NO.**

**ACKNOWLEDGEMENT OF  
DONATIONS**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

**WHEREAS**, the City of Willmar has received donations which have been acknowledged by the City Administration, expressing the community’s appreciation for the period of April 1, 2026, through June 30, 2026.

<b>Amount</b>	<b>From</b>	<b>For/Purpose</b>
\$250.00	Heglund Catering	Kids Kitchen Program
\$25,000.00	Viking Coca-Cola	Scoreboards at Swansson Field
\$1,000.00	Willmar Rotary Club	2026 International Heritage Festival
\$1,000.00	Donna Middleton with AccuWealth	Woodshop Program Sander at the Community Center

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

Dated this 6<sup>th</sup> day of July, 2026

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK



**City Council Action Request**

<b>Council Meeting Date:</b>	July 6, 2026	<b>Agenda Item Number:</b>	11.A.
<b>Agenda Section:</b>	Closed Session	<b>Originating Department:</b>	Administration
<b>Resolution:</b>	No	<b>Prepared By:</b>	Kyle Box, City Operations Director
<b>Ordinance:</b>	No	<b>Presented By:</b>	Kyle Box, City Operations Director
<b>Item:</b>	Minn. Stat. § 13D.05, subd. 3(c) - Parcels 95-003-4820, 95-003-4830 and 95-003-4940		

**RECOMMENDED ACTION:**

Information Only

**OVERVIEW:**

The City Council will move to closed session pursuant to Minn. Stat. § 13D.05, subd. 3(c) to develop or consider offers or counteroffers for the purchase or sale of real or personal property. The parcels being discussed are 95-003-4820, 95-003-4830 and 95-003-4940

**BUDGETARY/FISCAL ISSUES:**

**ALTERNATIVES TO CONSIDER:**

**ATTACHMENTS:**

None