WILLMAR CITY COUNCIL MEETING

MONDAY, OCTOBER 5, 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 September 21, 2026
   B. Willmar Municipal Utilities Commission Minutes of September 28, 2026, Draft
   C. June 2026 Parks & Recreation Board Meeting
   D. Dovre Township Fire Agreement 2027
   E. Business Highway 71 Improvement LRIP Funding Pursuit
   F. Memorandum of Understanding between the City of Willmar and Supervisor Unit
   G. Willmar Police Department Grant Agreement with the Minnesota Department of Public Safety for Traffic Safety Enforcement Projects.
   H. State of Minnesota Joint Powers Agreements with the City of Willmar on behalf of the Willmar Police Department
   I. Accounts Payable Report, 09/04/2026 - 09/30/2026

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

   A. Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges
   B. Special Assessment Hearing for Unpaid Fire Alarm System Charges
   C. Special Assessment Hearing for Unpaid Snow or Ice Removal Charges
10. Regular Business

    A. Airport Runway 13/31 Pavement Maintenance Project
    B. Public Works Traffic Signal Cabinet & Vehicle Detection Replacement Project

C. 25th Street SE Parking Restrictions
D. Award of Bid: Willmar Connect NOC
E. Consider a Resolution to Award Agricultural Land Leases
F. 2027 Health Insurance Contract
G. Resolution Approving City Health Insurance Contributions in 2027 For Nonunion City Employees
H. Resolution to Acknowledge Donations for the Third Quarter of 2026
I. Scheduling of Joint Work Session for Zoning Ordinance for November 4, 2026

11. Announcements
12. Adjourn

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

September 21, 2026
6:30 PM

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

Also present were City Administrator Kyle Box, Police Chief Michael Holme, Parks and Recreation Director Rob Baumgarn, Planning and Development Director Chris Frank, Human Resource Director Alissa Gambrel, Public Works Director Shane Stefanick, Director of Community Growth Pablo Obregon, Information Systems Director Jonah Johnson, City Clerk Vernae Larsen, and City Attorney Robert Scott.

Mayor Reese asked Pastor Paul McCullough to pray for the council and all who are here tonight.

Council Member Gilbertson made a motion to **have Item 7. Items Removed from the Consent Agenda, moved to follow Item 9N. and approve the remainder of the agenda as presented**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

CONSENT AGENDA

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

A. City Council Minutes of September 8, 2026
B. Planning Commission Minutes of September 9, 2026_DRAFT
C. Willmar Municipal Utilities Commission Minutes of September 14, 2026, Draft
D. Glacial Ridge Curling Lawful Gambling Application
E. Kandiyohi County Pheasants Forever, Chapter #2 Lawful Gambling Application
F. ~~Police Department Squad Car Purchase Order~~

G. Willmar Municipal Utilities Commission Application

H. Accounts Payable Report, 9/3/2026 - 9/16/2026

Information:

I. Director Reports

J. WMU Financial Report, July 2026

K. Finance Report for August 2026

Council Member Gilbertson requested to remove 5F. Police Department Squad Car Purchase Order, from the Consent Agenda. Council Member Ask moved to **Approve the Remainder of Consent Agenda Items as Presented.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

OPEN FORUM

Mark Boeschen, 909 Irene Ave, spoke in opposition to the Flock cameras used by the Police Department.

Ron Christianson, 1912 Richland Ave SW, spoke in opposition to the Flock cameras used by the Police Department.

REGULAR BUSINESS

A. **2025 Audit Review**

Accountant David Euerle from Westberg Eischens provided a summary of the 2025 audit. A motion was made by Council Member Shuldes to accept the **2025 Audit**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

B. **Willmar Municipal Utilities Update**

Willmar Municipal Utilities General Manager Jaron Smith and Finance and Office Services Supervisor Andrea Prekker provided an annual update and overview of the 2027 plans and budget for the utilities. This was received for information only.

C. **Flock Contract**

City Administrator Kyle Box indicated that this agenda item was brought back to the Council at their request and that staff have no recommendation at this time. After a lengthy discussion, Council Member Ask made a motion to **direct staff to take all appropriate and necessary actions to end the City's contractual relationships with Flock group at the earliest possible time; cause flock owned hardware to be removed from city property and right of way and**

discontinue all licenses, subscriptions and permissions contained in the City's agreement with Flock and report back to the City Council on Flock's response. Council Member Gilbertson seconded the motion. After additional discussion, the motion tied on a roll call vote of Ayes 3, Noes 3.

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

Mayor Reese voted no on the tie vote and the motion failed.

D. **Consider Approval of Payroll and Human Capital Management Services Agreement with Paycom Payroll, LLC**

City Administrator Kyle Box provided pertinent information regarding the Paycom Payroll system and requested approval to enter into a contractual agreement with them. Council Member Gardner made a motion to **Adopt Resolution No. 2026-128 Approving the Payroll and Human Capital Management Services Agreement with Paycom Payroll, LLC, substantially in the form presented, and authorize the Mayor and City Administrator to execute the agreement and related implementation documents, subject to final review and approval by the City Attorney**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 5, Noes 1.

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

E. **Consider Approval of a new Job Description**

Human Resource Director Alissa Gambrel presented the job description for the new Operations and Administrative Coordinator position, which is a restructuring of the Director of Operations position. Following discussion, Council Member Davis offered a motion to **Approve the new Job Description and Position.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

F. **Robbins Island Amphitheater Project Change Order #1**

Parks and Recreation Director Rob Baumgarn presented change order number #1 for the Robbins Island Amphitheater project. A motion was made by Council Member Gilbertson to **Adopt Resolution No. 2026-129 Approving the Change Order Number 1 in the amount of $311,236.59 for the Robbins Island Amphitheater Project**. Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

G. **Robbins Island Amphitheater Project — 3-Phase Electrical Installation**

Parks and Recreation Director Rob Baumgarn requested approval of the Robbins Island Amphitheater Project — 3-Phase Electrical Installation. A motion was made by Council Member Gilbertson to **Adopt Resolution No. 2026-130 approving the quote from Willmar Municipal Utilities to install 3-phase power for the Robbins Island Amphitheater in the amount of $82,639.07.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

H. **Highway 23 Local Match Commitment**

City Administrator Kyle Box requested a formal commitment to the non-federal match requirement for the $3 million federal earmark allocated to the Highway 23 expansion project. Council Member Ask made a motion to **Adopt Resolution No. 2026-131 supporting the commitment to the non-federal financial match for the Highway 23 Expansion Project.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

I. **ELLS 1, 3 & 4 Panel Replacement Project Bid Award**

Public Works Director Shane Stefanick requested approval to award the Eagle Lake lift station panel replacement to Design Electric, Inc. A motion was offered by Council Member Gilbertson to **Adopt Resolution No. 2026-132 Awarding the Eagle Lake Lift Stations 1, 3 & 4 Panel Replacements Project to Design Electric, Inc. in the amount of $346,150**. Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

Council Member Gilbertson offered a motion to **Adopt Resolution No. 2026-133 Approving the as-bid budget for the Eagle Lake Lift Stations 1, 3 & 4 Panel Replacements Project in the amount of $400,000.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

J. **Proposed Lease with Option to Purchase of Industrial Park Land**

Planning and Development Director Chris Frank presented a lease agreement between the City of Willmar and Jason Butler. Mr. Butler desires to lease, with the option to purchase, industrial park land for use as a semi-truck parking lot. A motion was made by Council Member Shuldes

to **forward the Lease to the Planning Commission for Review and Establish Public Hearing for the Lease with Option to Purchase for Monday, October 19, 2026**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

K. **Removal of Parking Time Restriction on Portion of Becker Ave**

Planning and Development Director Chris Frank requested approval to remove the parking restrictions on Becker Avenue SW between 6th Street and 7th Street SW. Council Member Gardner moved to **remove the parking restriction as requested**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

L. **Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for Westwind Homes Project**

Planning and Development Director Chris Frank informed the Council that the City was approached by Southwest Minnesota Housing Partnership (SWMHP) for use of SAHA funds to assist in the construction of two single-family dwellings within the Westwind Estates Third Addition of the City of Willmar. A motion was made by Council Member Ask to **Adopt Resolution No. 2026-134 to Commit $101,017.00 in State Affordible Housing Aid (SAHA) Funds to SW Minnesota Housing Partnership for the Westwood Homes Project**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

M. **Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for PCLT Project**

Planning and Development Director Chris Frank informed the Council that the City was approached by Southwest Minnesota Housing Partnership (SWMHP) for use of SAHA funds in the amount of $150,000.00 to assist in the construction of three single-family dwellings within the Gesch YMCA Addition of the City of Willmar. A motion was made by Council Member Nelsen to **Adopt Resolution No. 2026-135 to Commit $150,000.00 in State Affordable Housing Aid (SAHA) Funds to SW Minnesota Housing Partnership for the PCLT Project Located on Lakeland Dr. SE.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

N. **Call for a Budget Work Session**

City Administrator Kyle Box called for a budget work session to be scheduled in accordance with the Council-adopted Budget Calendar. A motion was made by Council Member Nelsen to **schedule a Budget Work Session for Monday, October 12, at 5:00 PM, Rice Home Medical Building, 1033 19 Ave SW, Willmar**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 4, Noes 2.

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

Consent Item 5F - Police Dept Squad Car Purchase

Following explanation, Council Member Gilbertson made a motion to **Adopt Resolution No. 2026-127 approving the purchase of two new police squads**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

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

ANNOUNCEMENTS

Council Member Gardner offered the comment that Council Members Ask, Gilbertson and himself will be holding a town Hall Meeting on Tuesday, September 22 at 6:30 PM community meeting room heritage Bank

With no further business to discuss, Council Member Shuldes moved to **Adjourn at 9:08 PM.** Council Member Davis seconded the motion, which carried unanimously.

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

_____

MAYOR

Attest:

_____

CITY CLERK

RESOLUTION NO. 2026-127
RESOLUTION AUTHORIZING THE ALLOCATION OF
AMERICAN RESCUE ACT (ARPA) FUNDS.

Motion By: Gilbertson Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a two 2027 Ford Explorer Interceptor Police Package squad cars in the amount of $88,135.36; City Council also authorizes the $57,228.64 for applicable tax, licenses, MN State Transit Tax and upfitting vehicles and 2022 Model 1 Bus upfitting. Be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with Atwater Ford, Atwater, MN for a total amount of $88,135.36.

Dated this 21 day of September 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-128

A RESOLUTION APPROVING AN AGREEMENT WITH PAYCOM PAYROLL, LLC FOR PAYROLL AND HUMAN CAPITAL MANAGEMENT SERVICES

Motion By: Gardner Second By: Ask

WHEREAS, the City of Willmar has reviewed options to modernize and consolidate its payroll and human resources management processes; and

WHEREAS, Paycom Payroll, LLC has proposed providing payroll processing and human capital management services, including payroll, time and attendance, employee self-service, recruiting, onboarding, personnel administration, reporting, and related services;

WHEREAS, the proposal includes a one-time implementation cost of $4,954.72, together with ongoing service fees as provided in the proposal and agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, that the Payroll and Human Capital Management Services Agreement with Paycom Payroll, LLC is hereby approved and the Mayor and City Administrator are authorized to execute the agreement and related documents on behalf of the City, subject to final review and approval by the City Attorney

Dated this 21st day of September, 2026

/S/ Douglas E. Reese MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-129

RESOLUTION APPROVING CHANGE RDER #1 FOR THE ROBBINS ISLAND AMPHITHEATER PROJECT

Motion By: Gilbertson Second By: Gardner

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving change order number #1 for the amount of $311,236.59 for the Robbins Island Amphitheater project.

Dated this 21st day of September 2026

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

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-130

RESOLUTION APPROVING THE QUOTE FROM WILLMAR MUNICIPAL UTILITIES TO INSTALL 3-PHASE POWER FOR THE ROBBINS ISLAND AMPHITHEATER

Motion By: Gilbertson Second By: Shuldes

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the quote from Willmar Municipal Utilities to install 3-phase power for the Robbins Island Amphitheater for the amount of $82,639.07.

Dated this 21st day of September 2026

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

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-131

A RESOLUTION COMMITTING TO THE NON-FEDERAL FINANCIAL MATCH FOR THE HIGHWAY 23 EXPANSION PROJECT

Motion By: Ask Second By: Gilbertson

WHEREAS, the City of Willmar and Kandiyohi County identify the Highway 23 corridor as a critical vector for regional economic development, safety, and industrial transit; and

WHEREAS, Senator Amy Klobuchar orchestrated the allocation of $3,000,000 in federal Community Project Funding (CDS) earmark dollars specifically for interim design and construction segments of the Highway 23 project; and

WHEREAS, these federal funds necessitate a 20% non-federal commitment, representing a total project segment value of $3.75 million and a maximum local match obligation of $750,000; and

WHEREAS, the deadline to obligate these federal funds is September 30, 2029, requiring immediate action on permitting, wetland mitigation, and geometric design approval to maintain project momentum; and

WHEREAS, a unified voice among local partners—including Kandiyohi County and the Kandiyohi County Economic Development Commission (KCED)—strengthens the regional thesis during federal lobbying efforts scheduled for September 2026; and

WHEREAS, the collaborative funding model seeks to leverage non-federal expenditures by MnDOT to reduce the financial requirement from local municipal budgets.

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

1. **Commitment to Match:** The City formally commits to providing its portion of the non-federal match required for the $3,000,000 federal CDS earmark.

2. **Collaborative Framework:** This commitment is contingent upon a shared financial collaboration with Kandiyohi County and the Kandiyohi County Economic Development Commission (KCED) to ensure an equitable distribution of the $750,000 maximum obligation.

3. **Authorization of Staff:** The City Administrator is authorized to negotiate the specific instruments of this partnership and to advocate for the project's advancement.

4. **Economic Priority:** This council reaffirms that the Highway 23 expansion remains the primary infrastructure priority to support the growth of the Industrial Park and the safety of regional ag-industrial commerce.

Dated this 21st day of September, 2026

__/S/ Douglas E. Reese_____ MAYOR

Attest:

/S/Vernae Larsen_____
CITY CLERK

Resolution No. 2026-132

A RESOLUTION AWARDING THE EAGLE LAKE LIFT STATIONS 1, 3 & 4 PANEL REPLACEMENTS TO DESIGN ELECTRIC, INC. IN THE AMOUNT OF $346,150.

Motion By:____Gilbertson_____ Second By:___Gardner_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Design Electric, Inc. of St. Cloud, MN for the ELLS 1, 3 & 4 Panel Replacement Project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $346,150.

Dated this 21st day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-133
EAGLE LAKE LIFT STATIONS 1, 3 & 4 PANEL RELPACEMENT AS-BID BUDGET
TOTAL COST $400,000
*Budget Amounts are Essential

Motion By: Gilbertson Second By: Ask

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**	
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 Subsistenance of Persons		
28 Cleaning & Waste Removal		
29* General Supplies		
TOTAL	**$0.00**	
OTHER SERVICES		
33* Travel-Conf.-Schools		
34 Mtce. of Equipment		
35 Mtce. of Structures		
36* Mtce. of Other Impr.	$346,150	
37 Subsistence of Persons		
38 Cleaning & Waste Removal		
39* Other Services	$32,550	
TOTAL	**$378,700**	

RECEIVABLES	
Assessments Prop Owners	$0
Community Investment/Levy	$0
MSA	$0
MUC	$0
WTP	$400,000
LOST	$0
TOTAL	**$400,000**
FINANCING	
GENERAL	$0
LOST	$0
MSA	$0
WTP	$400,000
MUC	$0
TOTAL	**$400,000**
GRAND TOTAL	**$400,000**

Dated this 21st day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

OTHER CHARGES

46*	Prof. Serv.	$21,300
49	Other Charges	
	TOTAL	**$21,300**
	GRAND TOTAL	**$400,000**

RESOLUTION NO. 2026-134

RESOLUTION TO COMMIT STATE AFFORDIBLE HOUSING AID (SAHA) FUNDS FOR WESTWIND HOMES PROJECT

Motion By: Ask Second By: Davis

WHEREAS, in 2023, the City of Willmar received $101,017.00 in State Affordable Housing Aid (SAHA) to be committed by the end of 2026 and spent by the end of 2027 for affordable housing projects within the City of Willmar; and

WHEREAS, the City of Willmar was approached by Southwest Minnesota Housing Partnership (SWMHP) for use of SAHA funds to assist in the construction of two single-family dwellings within the Westwind Estates Third Addition of the City of Willmar, which fit within the SAHA program qualification for providing financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing; and

WHEREAS, City Council desires to promote the construction of additional owner-occupied dwellings within the City, especially affordable housing; and

WHEREAS, the City Council understands the full $101,017.00 of applicable 2023 SAHA funds that are required to be spent by the end of 2027 will be considered spent when transferred to SWMHP for the project described herein; and

WHEREAS, the City Council approves the commitment of $101,017.00 in SAHA funds to SWMHP to be applied as a write-down of the cost of the two homes within the Westwind Estates Third Addition of the City of Willmar and/or a forgivable or deferred loan to fill the value and/or affordability gap of the purchase price.

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

1. The Council approves the commitment of SAHA funds to be sent to SWMHP and directs city staff to transfer $101,017.00 in SAHA funds to SWMHP for the above-described affordable housing purposes; and

2. The Council instructs city staff to recognize the receipt of the $101,017.00 SAHA funds within SAHA Revenue Account 10173010.4301 and recognize the transfer of the SAHA funds as an expense to Planning and Development Other Charges/Services Account 101807.5490.

Dated this 21st day of September, 2026.

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-135

RESOLUTION TO COMMIT STATE AFFORDIBLE HOUSING AID (SAHA) FUNDS FOR WESTWIND HOMES PROJECT

Motion By: Nelsen Second By: Gilbertson

WHEREAS, The City of Willmar received $101,017.00 in State Affordable Housing Aid (SAHA) in 2024, $43,003.00 in 2025, and will be receiving $44,173.00 by the end of 2026; for a total of $188,193.00 in available funds through the end of 2026; and

WHEREAS, the City of Willmar was approached by Southwest Minnesota Housing Partnership (SWMHP) for use of SAHA funds to assist in the construction of three single-family dwellings within the Gesch YMCA Addition of the City of Willmar, which fit within the SAHA program qualification for providing financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing; and

WHEREAS, SWMHP has also requested a letter of support along with the SAHA funds in support of their submission of an application for competitive funding to Minnesota Housing for ten (10) single-family PCLT homes to be placed in greater Minnesota communities to 80% AMI or less homebuyers.

WHEREAS, City Council desires to promote the construction of additional owner-occupied dwellings within the City, especially affordable housing; and

WHEREAS, the City Council understands the full $150,000.00 of applicable SAHA funds will be considered spent when transferred to SWMHP for the project described herein; and

WHEREAS, the City Council approves the commitment of $150,000.00 in SAHA funds to SWMHP to be applied as a write-down of the cost of the three homes within the Gesch YMCA Addition of the City of Willmar and/or a forgivable or deferred loan to fill the value and/or affordability gap of the purchase price.

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

3. The Council approves the commitment of SAHA funds to be sent to SWMHP and directs city staff to transfer $150,000.00 in SAHA funds to SWMHP for the above-described affordable housing purposes; and

4. The Council instructs city staff to recognize the receipt of the $150,000.00 SAHA funds within SAHA Revenue Account 10173010.4301 and recognize the transfer of the SAHA funds as an expense to Planning and Development Other Charges/Services Account 101807.5490.

5. The Council instructs city staff to submit a letter of recommendation on behalf of the City of Willmar to SWMHP to be submitted with their application for competitive funding from Minnesota Housing.

Dated this 21st day of September, 2026.

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

SUBJECT TO FINAL APPROVAL BY THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – September 28, 2026
11:45 a.m. – WMU Auditorium

The Willmar Municipal Utilities Commission met on Monday, September 28, 2026, at 11:45 a.m. in the WMU Auditorium. Commissioners present were Steve Ammermann, Jeffrey Schultz, Brad Michelson, Dan Tollefson, Doug Muzik, and Jonathan Marchand. Absent were Commissioner Carol Laumer and City Council Liaison Tom Gilbertson.

Staff present included General Manager Jeron Smith; Director of Administration Janell Johnson; Information Systems Coordinator Mike Sangren; Finance and Office Services Supervisor Andrea Prekker; Facilities & Maintenance Supervisor Kevin Marti; Water System Supervisor Matt Kaderlik; Executive Assistant Shawn Krouth. Additional attendees included City Attorney Robert Scott (via teleconference) and West Central Tribune Journalist Jennifer Kotila.

President Ammermann called the meeting to order, and the Pledge of Allegiance was recited. He then asked if there were any changes or additions to the agenda.

President Ammermann welcomed newly appointed Commissioner Jonathan Marchand, who provided a brief introduction.

General Manager Smith recognized outgoing Commissioner Patricia Elizondo for her dedicated service to Willmar Municipal Utilities, the Commission, and the community. Elizondo, who was unable to attend, will receive a plaque in appreciation of her years of commitment and service.

President Ammermann then presented the Consent Agenda, which included minutes from the August 24, 2026, MUC meeting and payment of the bills and requested a resolution for approval. Commissioner Muzik moved to approve the Consent Agenda as presented, seconded by Commissioner Michelson.

General Manager Smith highlighted items related to the payment of bills. Following discussion and review, a roll call vote was taken, **Resolution No. 36** carried unanimously, with six ayes and zero nays.

Resolution No. 36

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 September 14, 2026, MUC meeting; and,
- Bills represented by vouchers No. 20261173 through No. 20261189, including associated wire transfers, totaling $3,931,947.12.

Dated this 28th day of September 2026.

President

Attest:

Secretary

President Ammermann introduced a resolution, designating October 4–10, 2026 as Public Power Week in appreciation of Willmar Municipal Utilities. The resolution recognized the value of local, community-owned electric service and WMU's contributions to reliable, cost-effective electricity, energy efficiency, customer service, environmental protection, economic development, and safety awareness. Commissioner Schultz moved to approve the resolution acknowledging October 4-10, 2026, as Public Power Week, seconded by Commissioner Tollefson. A roll call vote was taken. **Resolution No. 37** carried unanimously, with six ayes and zero nays.

Resolution No. 37

2026 PUBLIC POWER WEEK
IN APPRECIATION OF WILLMAR MUNICIPAL UTILITIES,
OUR HOMETOWN ELECTRIC UTILITY

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

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

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

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

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

BE IT FURTHER RESOLVED: that the week of October 4-10 be designated Public Power Week to recognize Willmar Municipal Utilities for its contributions to the community and to educate consumer-owners, policy makers, and employees on the benefits of public power;

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

Dated this 28rd day of September 2024.

_____

President

ATTEST:

_____

Secretary

General Manager Smith presented the Commission with a proposal from Short Elliott Hendrickson Inc. (SEH) for engineering and construction services for a Lead Service Line Replacement (LSLR) Project, with a total not-to-exceed fee of $125,051.00. Smith reviewed applicable state and federal requirements and available state funding. Water Systems Supervisor Matt Kaderlik responded to Commission questions regarding the project.

Following discussion, Commissioner Schultz moved to accept the proposal from SEH, seconded by Commissioner Muzik. A roll call vote was taken. **Resolution No. 38** carried unanimously, with six ayes and zero nays.

RESOLUTION NO. 38

BE IT RESOLVED, by the Willmar Municipal Utilities Commission, that the scope of work and price proposal submitted by Short Elliott Hendrickson Inc. (SEH) of Hutchinson, Minnesota, for the Lead Service Line Repair Project, in the amount of $125,051.00, is hereby approved.

BE IT FURTHER RESOLVED, that the Commission President and General Manager are hereby authorized to execute a Professional Services Agreement with SEH, using the WMU standard form agreement, for the approved scope of work and amount of $125,051.00.

_____
President

Attest:

_____
Secretary

General Manager Smith presented the Commission with a proposal from Utility Service Group Water Solutions, LLC (USG) for renovation and maintenance of the Swanson Field Reservoir. This is the only WMU storage tank that is not currently under a maintenance contract. USG currently holds long-term maintenance contracts for all WMU water towers.

The proposed agreement is consistent with the contracts currently in place between WMU and USG and includes annual inspections, engineering services; warranty; and emergency services. Smith stated that the initial contract commitment would be five years to cover the cost of the first renovation, followed by one-year agreements that may be extended indefinitely.

Following review, Commissioner Michelson moved to accept the proposal from USG, seconded by Commissioner Schultz. A roll call vote was taken. **Resolution No. 39** carried unanimously, with six ayes and zero nays.

Resolution No. 39

BE IT RESOLVED, by the Willmar Municipal Utilities Commission, that the proposed renovation and maintenance contract from Utility Service Group Water Solutions LLC (USG) for renovation and maintenance of the Swanson Field Reservoir tank is hereby approved.

BE IT FURTHER RESOLVED, that the Commission President and General Manager are hereby authorized and directed to execute a water tank maintenance contract with USG, subject to review and approval by the Willmar Municipal Utilities attorney.

_____

President

Attest:

_____

Secretary

General Manager Smith presented the Commission with a proposal from North Risk Partners for a stand-alone cyber insurance policy through CFC. Smith reviewed WMU's current cyber coverage through the League of Minnesota Cities Insurance Trust (LMCIT), as well as the enhanced coverage that would be provided through CFC.

The Commission discussed the option of pursuing additional internal security enhancements rather than purchasing additional insurance coverage. Smith and Information Systems Coordinator Mike Sangren noted that WMU already participates in various enhanced cybersecurity programs and has implemented measures to provide a high level of protection through employee training and security practices.

Smith recommended that the Commission approve the CFC stand-alone cyber insurance policy proposed by North Risk Partners, providing a $1 million cyber liability limit and a $1 million fraud/eCrime limit, with a $5,000 retention and an annual premium of $16,563.68.

Following review, questions, and discussion, Commissioner Schultz moved to approve the North Risk Partners proposed CFC stand-alone cyber insurance policy. The motion was seconded by Commissioner Muzik. A roll call vote was taken. **Resolution No. 40** carried unanimously, with six ayes and zero nays.

RESOLUTION NO. 40

BE IT RESOLVED, by the Willmar Municipal Utilities Commission, that the proposal for additional stand-alone Cyber Insurance be awarded to CFC, providing a $1,000,000 cyber liability limit and a $1,000,000 fraud/eCrime limit, with a $5,000 retention and an annual premium of $16,563.68.

_____
President

Attest:

_____
Secretary

Facilities & Maintenance Supervisor Kevin Marti provided the Commission with an overview of the Wind Turbine Decommissioning Project, including project background, costs, benefits, and lessons learned. The Commission viewed a video of the decommissioning process and photographs showing the site has been restored to its pre-project condition.

General Manager Smith reported that, at the September 21, 2026, Willmar City Council meeting, he presented the 2026 WMU Update with City Council. Finance and Office Services Supervisor Andrea Prekker also presented the 2027 WMU Annual Budget.

Smith further reported that WMU's Line Department assisted the City of Willmar with the installation of new scoreboards at the softball fields, highlighting WMU's ability and willingness to support community projects.

Upcoming Events:

- MRES Brookings Solar Ribbon Cutting Ceremony – October 1, 2026 | Brookings, SD
- MUC/Willmar City Council Joint Meeting – October 5, 2026 | 5:00PM | Health and Human Services Board Room | Willmar, MN
- MRES Area Meeting – October 21, 2026 | Alexandria, MN

President Ammermann asked for additional discussion.

Hearing no further discussion, Commissioner Schultz moved to adjourn the meeting, seconded by Commissioner Muzik. The motion carried unanimously, with six ayes and zero nays. The meeting was adjourned at 12:40 p.m.

Respectfully submitted,

WILLMAR MUNICIPAL UTILITIES

_____

Shawn Krouth, Executive Assistant

ATTEST:

_____

Jeffrey Schultz, Secretary

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	5.C.
Agenda Section:	Consent Items	**Originating Department:**	Recreation
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	June 2026 Parks & Recreation Board Meeting		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 6-17-26 Minutes

PARKS AND RECREATION BOARD MEETING

June 17, 2026, 1:30PM

Willmar Civic Center-Community Room

Members Present:	Steve Tammen, Jeff Newberg, Alissa Norsten, Al Setrum
Staff Present:	Rob Baumgarn, Rachel Centellas, Anita Nelson, Curt Hein
Council Members Present:	Carl Shuldes

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

Jeff asked for a motion to approve the March 2026 meeting minutes. Steve made a motion and Alissa seconded. All were in favor. March meeting minutes approved.

Anthony Buzzeo gave a presentation on the Swansson Fields Master Bench Plan as an Eagle Scout project. He is hoping to improve Swansson field by installing park benches. He plans to build 8 benches throughout. 6 foot benches, in blue, green or black. Will be attached to a concrete slab. Project would be finished by September. Discussion took place about the bench project.

The Robbins Island Amphitheater project has been approved by council with the bids for $2.1 million. The project will start mid-August. It should be ready to go next spring. Discussion took place about rentals and usage of the facility.

Rob talked about the miscellaneous rentals; picnic tables, showmobile, barricades and other items. Rob discussed the delivery of picnic tables and how it works right now. The rental process needs to be looked at again for a smoother process. Discussion took place about the rentals.

Anita gave her coordinators report. She talked about how the pool opened last week and what has been going on there. She talked about how summer programs have been going so far. Weather has been difficult to manage, but we have been able to move programs either inside or under the outdoor rink. She gave updates about some new programs this year. Discussion took place about her coordinator's report.

There were no board announcements.

Jeff called for a motion to adjourn the meeting. Steve made a motion and Alissa seconded. All were in favor. Meeting adjourned.

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	5.D.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	Yes	**Prepared By:**	Vernae Larsen, City Clerk
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Dovre Township Fire Agreement 2027		

RECOMMENDED ACTION:
Adopt the Resolution Authorizing the Mayor and City Administrator to Execute the Fire Agreement with Dovre Township for 2027

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

Dovre Township

2026	**$61,074.07 Based on 268 firefighter hours accumulated in 2025**
2025	$37,491.42 based on 95 firefighter hours accumulated in 2024
2024	$54,273.30 based on 314 firefighter hours accumulated in 2023
2023	$43,202.43 based on 209 firefighter hours accumulated in 2022
2022	$32,112.03 based on 48 firefighter hours accumulated in 2021

BUDGETARY/FISCAL ISSUES:
$61,074.07 for the Dovre Townships fiscal year of which, $30,537.04 is due January 1, 2027, and $30,537.03 is due July 1, 2027.

ALTERNATIVES TO CONSIDER:
N/A

ATTACHMENTS:
1. Resolution Dovre Township Fire Agreement
2. Dovre Township Fire Contract 2027
3. Dovre Township Fire Cost 2027

RESOLUTION NO.

A RESOLUTION APPROVING DOVRE TOWNSHIP FIRE AGREEMENT IN THE AMOUNT OF $61,074.07

Motion By: _____ Second By: _____

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute the fire protection agreement with Dovre Township for the period January 1, 2027 through December 31, 2027, in the amount of $61,074.07.

Dated this 5th day of October 2026.

_____
MAYOR

Attest:

_____
CITY CLERK

AGREEMENT FOR FIRE DEPARTMENT SERVICE

THIS AGREEMENT, made this 2 day of November, 2026, by and between the City of Willmar, a municipal corporation of Kandiyohi County, Minnesota, hereinafter referred to as "City", and the Township of Dovre, a political subdivision of the State of Minnesota, hereinafter referred to as "Township".

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

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

NOW, THEREFORE, IT IS AGREED between the parties hereto, that for the period commencing January 1, 2027, and terminating December 31, 2027, the Fire Department of the City will answer fire calls within the Township of Dovre which the City is requested to answer by the Township, and will respond to such calls with such fire fighting apparatus of the City Fire Department as may be authorized by the Insurance Services Office, and all equipment and resources deemed necessary by the incident commander, and will render all assistance possible in the saving of life and property, subject to City retaining in its corporate limits sufficient firefighters and equipment to maintain its fire class rating, and subject to the terms of this Agreement.

As payment for such services, the Township agrees to pay, pursuant to the formula attached hereto and made a part hereof, the amount of SIXTY-ONE THOUSAND SEVENTY-FOUR AND SEVEN CENTS, ($61,074.07) payable THIRTY THOUSAND, FIVE HUNDRED THIRTY-SEVEN DOLLARS AND FOUR CENTS, ($30,537.04) on January 1, 2027, and THIRTY THOUSAND, FIVE HUNDRED THIRTY-SEVEN DOLLARS AND THREE CENTS, ($30,537.03) on July 1, 2027.

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

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

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

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

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

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

CITY OF WILLMAR, A MUNICIPAL CORPORATION

BY:_____
DOUGLAS E. REESE, MAYOR

(S E A L)

BY:_____
KYLE BOX, CITY ADMINISTRATOR

(S E A L)

In the Presence of:

_____

TOWNSHIP OF DOVRE

BY:_____
Sherry Jean Larson

(S E A L)

DOVRE TOWNSHIP - 2027
FIRE COST FORMULA

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

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

S = Cost of fire service for one year.

C = 2025 actual operating cost of the Fire Department.

E/20 = Cost of apparatus used for township fires depreciated for 20 years.

P/50 = Cost of physical plant depreciated over 50 years.

1.05 = A number that when C is multiplied by it, the answer will be C plus an additional 5 percent charge for administration and accounting.

U = Percent of Firefighter hours used by the Township in 2025.

V = Percent market valuation of buildings and mobile home personal property for the area of the contracting unit being served as to the total market value of buildings and mobile home personal property in the area served by the Fire Department.

C = $1,216,300.59 (2025 Fire Department costs).

E/20 = $76,197.10 (cost of apparatus sent to township $1,523,942.00) [units (5257) $598,000 + (5276) $315,942 + (5298) $610,000]

P/50 = $3,888.85 (cost of building to maintain trucks $194,442.50).

Payment for Actual Fire Calls
U = Use of Fire Department by Firefighter Hours
2025

Unit	Firefighter Hours	Percent of Total
City of Willmar	7,101	.951
Willmar Township	97	.013
Dovre Township	268	.036
TOTAL	7,466	1.0000

Protection
V = Market Value in Fire Service
2025

Unit	Market Value	Percent of Total
City of Willmar	$1,589,990,100	.903
Willmar Township	$76,011,000	.043
Dovre Township	$94,243,900	.0054
TOTAL	$1,760,245,000	1.0000

U = .036 V = .054

$$S = [(\$1,216,300.59 \times 1.05) + \$76,197.10 + \$3,888.85] \times \frac{.036 + .054}{2}$$

S = $1,357,201.57 x .045

S = $61,074.07

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	5.E.
Agenda Section:	Consent Items	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	Business Highway 71 Improvement LRIP Funding Pursuit		

RECOMMENDED ACTION:
Adopt the resolution authorizing the pursuit of 2026 Local Road Improvement Program funding for the Business 71 Improvement Project.

OVERVIEW:
The enclosed resolution is required as part of the LRIP funding solicitation process. Staff is requesting authorization to pursue 2026 Local Road Improvement Program (LRIP) funding for the Business 71 Improvement Project from 10th Street NE to Litchfield Avenue. This is a principal arterial route that serves local and regional travelers, and provides an important connection to Willmar's Central Business District as well as regional transportation systems. If awarded the grant funding, construction of the project is anticipated in 2028.

BUDGETARY/FISCAL ISSUES:
The Local Road Improvement Program, administered by the Minnesota Department of Transportation, makes available up to $1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Willmar_Applicant LRIP 2026

Resolution No._____

A RESOLUTION AUTHORIZING THE PURSUIT OF 2026 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FOR THE BUSINESS 71 IMPROVEMENT PROJECT.

Motion By:_____ Second By:_____

WHEREAS, the Business 71 Improvement Project will reconstruct and improve Business 71/1st Street, from 10th ST NE to Litchfield Avenue; and

WHEREAS, Business 71 is a principal arterial route that serves local and regional travelers, provides an important connection to Willmar's Central Business District and the regional transportation system, and supports access to employment, businesses, parks, schools, and other community destinations; and

WHEREAS, the condition of the pavement and pedestrian facilities along Business 71 no longer adequately supports the corridor's important transportation function, and improvements are needed to address deteriorating pavement, improve roadway safety and mobility, upgrade pedestrian crossings and sidewalks, and bring pedestrian facilities into compliance with Americans with Disabilities Act standards; and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to $1,500,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, address transportation deficiencies, and contribute to economic development; and

WHEREAS, the Business 71 Improvement Project advances the goals of the Local Road Improvement Program by maintaining reliable passenger and freight mobility, improving safety and accessibility for pedestrians, bicyclists, motorists, and transit users, and supporting continued access to regional employment, commercial, civic, and recreational destinations; and

WHEREAS, the proposed year for project construction is 2028.

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

1. That the City Council supports the Business 71 Improvement Project that involves the reconstruction of the roadway and upgrades to non-ADA-compliant intersections to enhance accessibility and ensure the safety of residents.

2. The City Council hereby supports City of Willmar's pursuit of LRIP funding and authorizes staff to prepare and submit the application.

3. The City Council hereby commits to funding project elements not eligible for LRIP funding, ensuring the project will comply with all LRIP funding requirements, and following the project schedule as presented in the application.

Dated this 5th day of October 2026

_____
Douglas Reese, Mayor

Attest:

_____
Vernae Larsen, City Clerk

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	5.F.
Agenda Section:	Consent Items	**Originating Department:**	Human Resources
Resolution:	No	**Prepared By:**	Alissa Gambrel, Human Resources Director
Ordinance:	No	**Presented By:**	Alissa Gambrel, Human Resources Director
Item:	Memorandum of Understanding between the City of Willmar and Supervisor Unit		

RECOMMENDED ACTION:
Approve the Memorandum of Understanding with the Supervisor Unit making amendments to the 2026-2028 Labor Agreement

OVERVIEW:
This MOU outlines the City's contribution amounts for employee+children and employee+spouse health insurance coverage for 2027.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Willmar-Supervisors MOU re City 2027 HI Contributions for New Coverages 09242026

MEMORANDUM OF UNDERSTANDING

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

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

WHEREAS, the Employer and Union desire to establish City's monthly health insurance contributions for employee+children and employee+spouse for health insurance coverage in 2027.

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

Article 1. City Health Insurance Contributions for 2027

The Employer will pay up to the following amounts monthly towards insurance premiums for calendar year 2027 for Employees for either the employee+children or employee+spouse coverage chosen by the Employee within the health insurance plan offered by the Employer: (i) for employee+children coverage, $1,318.02; and (ii) for employee+spouse coverage, $1,456.59.

In addition, in calendar year 2027, the Employer will deposit into the Employee's HSA the amount of $500.00 each month for those enrolled in either the employee+children or employee+spouse coverage, chosen by the Employee within the HSA plan offered by the Employer.

Article 2. Entire Understanding

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

Article 3. Waiver of Bargaining

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

Article 4. Limitations

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

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

Article 5. Amendment or Modification

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

Article 6. Voluntary Understanding of the Parties

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

Article 7. Effective Date

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

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

WILLMAR SUPERVISOR UNIT	FOR THE CITY OF WILLMAR
_____	_____
_____	_____
Date: _____	Date: _____

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	5.G.
Agenda Section:	Consent Items	**Originating Department:**	Police Department
Resolution:	Yes	**Prepared By:**	Michael Holme, Police Chief
Ordinance:	No	**Presented By:**	Michael Holme, Police Chief
Item:	Willmar Police Department Grant Agreement with the Minnesota Department of Public Safety for Traffic Safety Enforcement Projects.		

RECOMMENDED ACTION:
Approve a grant award in the amount of $26,600.00 from the Minnesota Department of Public Safety for traffic safety projects during the period of October 5, 2026, through September 30, 2027.

OVERVIEW:
The Willmar Police Department has previously participated in a traffic safety enforcement program funded by the Minnesota Department of Public Safety. In prior years, the Kandiyohi County Sheriff's Office served as the lead agency for the project, with the Willmar Police Department participating as a partner agency. Under that arrangement, the Sheriff's Office administered the grant and reimbursed the Willmar Police Department for eligible hours worked by its officers.

The State of Minnesota has since changed the grant structure and no longer permits agencies to be combined under a single application in the same manner. Each participating law enforcement agency must now submit its own grant application and request funding directly for its enforcement activities.

The Willmar Police Department is seeking funding to continue participating in this traffic safety enforcement effort.

The Willmar Police Department intends to use the funding for eligible overtime enforcement activities consistent with the requirements of the Minnesota Department of Public Safety. Continued participation in this program will provide additional traffic safety enforcement

resources to the community and support efforts to reduce impaired driving, unbelted occupants, speeding, distracted driving, and violations of Minnesota's Move Over Law.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. TZD Resolution
2. Office of Traffic Safety 2027 Enforcement Grant Budget

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY OF WILLMAR ENTER INTO A GRANT AGREEMENT WITH MINNESOTA DEPARTMENT OF PUBLIC SAFETY FOR TRAFFIC ENFORCEMENT

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 5,2026 through September 30,2027. Chief Mike Holme is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Willmar Police Department and to be the fiscal agent and administer the grant.

Dated this 5th day of October 2026

_____
Mayor

Attest:

_____
City Clerk

OFFICE OF TRAFFIC SAFETY

2027 Enforcement Grant Budget

Willmar Police Department

Traffic Enforcement:

Impaired Driving Enforcement:	$14,000
Seat Belt Enforcement:	$3,700
Speed Enforcement:	$5,500
Distracted Enforcement:	$3,000
Move Over Enforcement:	$ 400
Pedestrian Enforcement:	$ 0

Total Grant Award: $26,600

MINNESOTA

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	5.H.
Agenda Section:	Consent Items	**Originating Department:**	Police Department
Resolution:	Yes	**Prepared By:**	Michael Holme, Police Chief
Ordinance:	No	**Presented By:**	Michael Holme, Police Chief
Item:	State of Minnesota Joint Powers Agreements with the City of Willmar on behalf of the Willmar Police Department		

RECOMMENDED ACTION:
Approve a resolution for the City of Willmar on behalf of its Prosecuting Attorney and Police Department to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, and the Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible.

OVERVIEW:
This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension and the City of Willmar on behalf of its Police Department. The BCA and the Governmental Unit may be referred to jointly as “Parties.” Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.
The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on access. This agreement is effective on November 18, 2026, or the date the BCA obtains all required signatures under Minn. Stat.§16c.05 subdivision 2, whichever is later.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar PD CJDN JPA 2026
2. State of Minnesota Joint Powers agreement

State of Minnesota
Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Willmar on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as “Parties.”

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective Date. This Agreement is effective on **November 18, 2026**, or the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2, whichever is later.

1.2 Expiration Date. This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 General Access. BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit’s equipment to access the BCA’s systems and tools. This is generally accomplished by an individual user entering a query into one of BCA’s systems or tools.

B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA’s systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-Computer System Interface** occurs when the Governmental Unit’s computer exchanges data and information with BCA’s computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal Systems Access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Governmental Unit Policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system**,** and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Governmental Unit Resources. To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.

2.6 Access Granted.

A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.

2.7 Future Access. On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on Access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes Prior Agreements. This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to Update Information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction Record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of **Six Hundred and 00/100 Dollars ($600.00)**. The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Katie Meiers, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651-793-2425
Email Address:	Kathryn.Meiers@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name:	Michael Holme, Police Chief
Address:	2201 23rd Street NE, Suite 102 Willmar, MN 56201
Telephone:	320-235-1260
Email Address:	police@willmarmn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Governmental Unit. The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 Court Records. If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 Investigation. The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different

determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

ADMIN ID: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Willmar on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 297124, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to

the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "**Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber’s receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to

maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO

WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF WILLMAR ON BEHALF OF ITS POLICE DEPARTMENT

Motion By:_____ Second By:_____

WHEREAS the City of Willmar on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Willmar on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Chief, Mike Holme, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That Doug Reese, the Mayor for the City of Willmar, and Vernae Larsen, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this _____ day of _____, _____.

CITY OF WILLMAR

_____
By: Mayor Doug Reese
Its Mayor

ATTEST:_____
By: Vernae Larsen
Its City Clerk

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	5.I.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	Tom Odens, Finance Director
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 09/04/2026 - 09/30/2026		

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. 09-04-26 through 09-30-26
2. EFT CK 684-686

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	9.A.
Agenda Section:	Public Hearing:	**Originating Department:**	City Clerk
Resolution:	Yes	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges		

RECOMMENDED ACTION:
Adopt a Resolution Certifying the Amount of Unpaid Weed/Grass Mowing Removal Charges to the County Auditor for Collection in 2027

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

95-820-0410	Gregory Rush	629 7th Street NW	$371.09
95-835-0520	Manual Lozano	3201 3rd Avenue NW	$291.52

BUDGETARY/FISCAL ISSUES:
$662.61

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Weed & Mowing Special Assessment Resolution

RESOLUTION NO.

A RESOLUTION CERTIFYING UNPAID WEED/GRASS SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid weed / grass mowing charges totaling $662.61 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2027 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

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

1. Parcel No. 95-820-0410 $371.09

   Located at 629 7th Street NW; and
   Described as Section 10, Township 119, Range 35, Block 3
   THORPE & LIENS ADDITION TO THE CITY OF WILLMAR
   East 86 Feet of Northerly 113 Feet of Lot 1

2. Parcel No. 95-835-0520 $291.52

   Located at 3201 3rd Avenue NW; and
   Described as Section 8, Township 119, Range 35, Lot 29, Block 2
   VOS PARK

Dated this 5th day of October, 2026

_____
Mayor

Attest:

_____
City Clerk

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	9.B.
Agenda Section:	Public Hearing:	**Originating Department:**	City Clerk
Resolution:	Yes	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Special Assessment Hearing for Unpaid Fire Alarm System Charges		

RECOMMENDED ACTION:
Adopt a Resolution Certifying the Amount of Unpaid Fire Alarm System Charges to the County Auditor for Collection in 2027

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

95-870-0010	CDK Properties, LLC	500 Industrial Drive SW	$500.00

BUDGETARY/FISCAL ISSUES:
$500.00

ALTERNATIVES TO CONSIDER:
N/A

ATTACHMENTS:
1. Fire Alarm Special Assessment Resolution

RESOLUTION NO.

A RESOLUTION CERTIFYING FALSE FIRE ALARM SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid false fire alarm charges totaling $500.00 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2027 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

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

1. Parcel No. 95-870-0010 $500.00

Located at 500 Industrial Drive SW; and
Described as Section 16, Township 119, Range 35, Block 1
WILLMAR INDUSTRIAL PARK
Lot 1 Except All That Part Lying Southwesterly of a Line Drawn Northwesterly at Right Angles to the Southeasterly Line of Lot 1 From a Point on Said Southeasterly Line Which is 160 Feet Northeasterly of the Most Southerly Corner of Said Lot 1

Dated this 5th day of October, 2026

_____
Mayor

Attest:

_____
City Clerk

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	9.C.
Agenda Section:	Public Hearing:	**Originating Department:**	City Clerk
Resolution:	Yes	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Special Assessment Hearing for Unpaid Snow or Ice Removal Charges		

RECOMMENDED ACTION:
Adopt a Resolution Certifying the Amount of Unpaid Snow or Ice Removal Charges to the County Auditor for Collection in 2027

OVERVIEW:
Pursuant to Willmar Municipal Code, Chapter 13, Article III concerning the removal of snow or ice, and in the case of noncompliance, such work to be performed by the City or its agent, the costs thereof can be certified as a special assessment against the property concerned, and the City has the authority to certify as special assessments those costs not reimbursed. Notice of tonight's hearing has been sent to the below listed property owners. The Council should consider their objections and take appropriate action.

95-250-0040	Jacquelin Carreno	714 5th Street SE	$150.00
95-220-1780	Clint Schwitters	423 Ann Street SE	$275.00

BUDGETARY/FISCAL ISSUES:
$425.00

ALTERNATIVES TO CONSIDER:
N/A

ATTACHMENTS:
1. Snow & Ice Removal Special Assessment Resolution

RESOLUTION NO.

A RESOLUTION CERTIFYING UNPAID SNOW OR ICE SPECIAL ASSESSMENTS

Motion By: _____ Second By: _____

WHEREAS, Chapter 13, Article III of the Willmar Municipal Code states that such unpaid snow or ice removal costs represent a lien of the real property receiving snow or ice removal services; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the amount of the unpaid snow / ice removal charges totaling $425.00 be certified to the County Auditor to be extended on the tax rolls of such real property in the same manner as other taxes for collecting in 2027 and collected by the County Treasurer, and paid to the City Clerk along with other taxes; and

BE IT FURTHER RESOLVED that the unpaid snow or ice removal charges be certified against the real property as follows:

1. Parcel No. 95-250-0040 $150.00

   Located at 714 5th Street SE; and
   Described as Section 14, Township 119, Range 35, Block 1
   GLARUM'S ADDITION TO WILLMAR
   North 48 Feet of Lot 4

2. Parcel No. 95-220-1780 $275.00

   Located at 423 Ann Street SE; and
   Described as Section 14, Township 119, Range 35, Block 12
   FERRING'S ADDITION TO THE CITY OF WILLMAR
   Lot 8, South Half of Lot 9

Dated this 5th day of October, 2026

_____
MAYOR

Attest:

_____
CITY CLERK

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.A.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Shane Stefanick, Public Works Director
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Airport Runway 13/31 Pavement Maintenance Project		

RECOMMENDED ACTION:
Adopt the resolution awarding the Airport Runway 13/31 Pavement Maintenance Project to Down to Earth Dirtworks contingent upon amendment of the existing State grant, in the amount of $69,010.00.

OVERVIEW:
Bids were requested for the Airport Runway 13/31 Pavement Maintenance Project, which includes the removal, repair, and filling of cracks on the asphalt runway for Willmar Municipal Airport. This project was identified in the 2026 Willmar Municipal Airport capital improvement program. This project was approved and is eligible for state reimbursement of 70%. The remaining 30% will be covered by the Airport CIP Fund.

Two bids were received for the project; Down to Earth Dirtworks was the lowest qualified bidder for a total of $69,010.00. This bid was 11% lower than the engineers estimate.

BUDGETARY/FISCAL ISSUES:
The project will be funded by the 2026 Willmar Municipal Airport CIP fund.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution - Airport Runway 13 31 Pavement Maintenance Project Accept Bid
2. WMA_Rwy1331_Pavement_Maint_Bid_Recommendation

Resolution No.

A RESOLUTION AWARDING THE AIRPORT RUNWAY 13/31 PAVEMENT MAINTENANCE PROJECT TO DOWN TO EARTH DIRTWORKS IN THE AMOUNT OF $69,010.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid for the Airport Runway 13/31 Pavement Maintenance Project is accepted contingent upon amendment of the existing State grant, 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 Down to Earth Dirtworks for the terms and consideration of the contract in the amount of $69,010.

Dated this 5th day of October, 2026

_____
Mayor

Attest:

_____
City Clerk

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

September 30, 2026

Mr. Shane Stefanick
Public Works Director
City of Willmar
333 Southwest 6th Street
Willmar, MN 56201

RE: Willmar Municipal Airport (BDH)
2026 Airport Runway 13/31 Pavement Maintenance Project
Bid Results & Award Recommendation

Dear Mr. Stefanick,

On September 30, 2026, two (2) bids were received for the 2026 Airport Runway 13/31 Pavement Maintenance Project. The following is a summary of the bids received:

Bidders	**Total Bid**
Down to Earth Dirtworks	$69,010.00
Duninick, Inc.	$99,799.00
Engineer's Estimate	*$77,000.00*

The low bid is approximately 11% below the Engineer's Estimate. Upon review of the bid documents, all required documentation was submitted, and the bid is considered responsive. In addition, Down to Earth Dirtworks is qualified to complete the construction of this project.

Based on the above information, I recommend awarding the contract to Down to Earth Dirtworks for the 2026 Airport Runway 13/31 Pavement Maintenance Project in the amount of $69,010.00, contingent upon amendment of the existing State grant. Funding participation for the project is anticipated to be 70% State and 30% Local.

The total estimated project cost, including construction, engineering, and administration, is $87,010.00. The estimated funding breakdown is as follows:

Description	**Cost**	**State 70%**	**Local 30%**
Engineering	$17,500.00	$12,250.00	$5,250.00
Construction	$69,010.00	$48,307.00	$20,703.00
Administration	$500.00	$350.00	$150.00
TOTAL	***$87,010.00***	***$60,907.00***	***$26,103.00***

Bolton & Menk is an equal opportunity employer.

Please contact me at silas.parmar@bolton-menk.com or (612) 987-0138 with any questions or comments.

Sincerely,
Bolton & Menk, Inc.



Silas Parmar, P.E.
Project Manager

Cc: Kyle Box, City of Willmar
Eric Rudningen, City of Willmar
Jared Voge, Bolton & Menk, Inc.

Enclosures (1)

Bolton & Menk is an equal opportunity employer.

ABSTRACT

RUNWAY 13/31 PAVEMENT MAINTENANCE
SP NO. A3401-77
WILLMAR MUNICIPAL AIRPORT (BDH)
WILLMAR, MINNESOTA
BMI PROJECT NO. 26X.143256
BID: 09/30/26

					Engineer Estimate		1 Down To Earth Dirtworks		2 Duininck, Inc.	
Line Item	Spec. No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	GP 40-05	RUNWAY CLOSURE CROSSES	SET	1	$ 500.00	$500.00	$ 4,000.00	$4,000.00	$ 4,500.00	$4,500.00
2	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	470	$ 50.00	$23,500.00	$ 20.00	$9,400.00	$ 38.70	$18,189.00
3	2231.509	BITUMINOUS PATCHING MIXTURE	TON	126	$ 250.00	$31,500.00	$ 210.00	$26,460.00	$ 385.00	$48,510.00
4	2331.608	CRACK ROUT AND SEAL	LIN FT	11,000	$ 2.00	$22,000.00	$ 2.65	$29,150.00	$ 2.60	$28,600.00
						$77,500.00		**$69,010.00**		$99,799.00

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.B.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Shane Stefanick, Public Works Director
Item:	Public Works Traffic Signal Cabinet & Vehicle Detection Replacement Project		

RECOMMENDED ACTION:
Adopt the resolution awarding the 2026 Traffic Signal Cabinet and Vehicle Detection Replacement Project to Design Electric, Inc. in the amount of $95,082.35.

OVERVIEW:
Staff solicited quotes for the 2026 Traffic Signal Cabinet and Vehicle Detection Replacement Project, which includes the cabinet and detection system at the intersection of 15th Street and 19th Avenue SW. This will replace the existing traffic signal control cabinet, controller equipment, and install a video detection system. The video detection system will replace the existing loop detection and will provide broader identification capabilities of traffic.

Two quotes were received on the project; Hunt Electric in the amount of $111,100, and Design Electric, Inc. in the amount of $95,082.35.

BUDGETARY/FISCAL ISSUES:
The project will be funded by the 2026 Public Works CIP.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Accept Quote PW Traffic Signal Cabinet & Vehicle Detection Project
2. Design Electric, Inc. Quote
3. Hunt Electric Quote

Resolution No._____

A RESOLUTION AWARDING THE PUBLIC WORKS TRAFFIC SIGNAL CABINET AND VEHICLE DETECTION SYSTEM TO DESIGN ELECTRIC, INC. IN THE AMOUNT OF $95,082.35.

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 Public Works Traffic Signal Cabinet and Vehicle Detection System Replacement Project is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $95,082.35.

Dated this 5th day of October, 2026

_____
Mayor

Attest:

_____
City Clerk

DESIGN ELECTRIC INC.

Design Electric, Inc.
4807 Heatherwood Road
St Cloud, MN 56301-56302
Phone: (320) 252-1658

DATE: September 23, 2026

RE: **WILLMAR TRAFFIC SIGNAL CABINET AND VEHICLE DETECTION REPLACEMENT**

NO. PAGES INCL THIS PAGE: **1**

We herewith submit our quotation as follows:

ITEM:	DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENSION
	VIDEO DETECTION CABINET	1	LS	$ 40,835.51	40,835.51
	ALTERNATE A- VIDEO DETECTION	1	LS	$ 50,346.85	50,346.85
					0.00
	LOOP DETECTION CABINET B	1	LS	$ 44,885.57	44,885.57
	ALTERNATE B- LOOP DETECTION	1	LS	$ 86,578.49	86,578.49
					0.00
	LIDAR DETECTION CABINET C	1	LS	$ 40,835.51	40,835.51
	ALTERNATE C- LIDAR DETECTION	1	LS	$ 42,308.78	42,308.78
					0.00
	764 PHASE SELECTOR 4-CHANNEL CARD	1	LS	$ 3,899.99	3,899.99
					0.00
					0.00
					0.00
	TOTAL BID				

NOTES:

* No special insurance included.
* Standard AGC subcontract.
* NO PLA DOLLARS INLCUDED
* **DBE INCLUDED $0.00**
* ONCE APPROVED SHOPS HAVE BEEN RELEASED, LEAD TIME IS 12-14 WEEKS

Signed: _____
Orlynn Mueller

1000 Blue Gentian Road
Suite 300
Eagan, MN 55121
651-646-2911

Date 9-17-26 Bid Date 9-21-26

Sent by Kirk Parker

A total of 3 pages will be transmitted including this cover letter.

Quotation for Traffic Signal Cabinet and Vehicle Detection Replacement

1. Receipt of 0 addenda acknowledged.
2. Quotation DOES NOT include any bond costs.
3. Quotation is for complete electrical installation including electrical inspection fees and sales tax. Except as noted below.
4. Retainage shall be same as by contracting authority.
5. Insurance coverage by Hunt Electric is only standard liability and workman's compensation per MNDOT Specs. Any special coverage required by the contract or prime contractor shall be at the Prime Contractor's expense.
6. This Quote DOES NOT include DBE participation.
7. Quote is valid for 30 days
8. Exceptions
    a. No Concrete, Bituminous Removal or Replacement Included.
    b. No Surveying, Staking, or GPS Included.

10. Cabinets Have a 12-14 week Lead time this proposal will only be excepted under the understanding the completion date may need to be extended without liquidated damage

11. Proposed Cabinet alternatives listed below

1000 Blue Gentian Road
Suite 300
Eagan, MN 55121
651-646-2911

.Alt Cabinet A Includes

77" ALUMINUM GRAY EXTERIOR WITH ANTI-GRAPHITTI / WHITE INTERIOR, LEFT SWING HANDLE AWAY FROM LOCK, METAL FILTER, TS2 ECONOLITE TS2 16 POSITION BACK PANEL ASSEMBLY, ONE DETECTOR RACK (WITH 8 POSITION PANEL), EXTRA SDLC CABLE FOR VIDEO/AAPS, 80 POSITIONS FUSE BLOCK, PEDESTRIAN AAPS INTERFACE TERMINAL BLOCK, SET UP FOR FLASHING YELLOW ARROW OPERATION IF NEEDED, POWER SUPPLY, 16 LOAD SWITCHES, 4 FTR, 3 BIU, 1FL, 1 MMU2-1600GE, 1 COBALT G, TYPE 1 CONTROLLER

* DOES NOT INCLUDE MULTI-MODE 764 PHASE SELECTOR (4-CHANNEL) CARD

Alt Cabinet B Includes

77" ALUMINUM GRAY EXTERIOR WITH ANTI-GRAPHITTI / WHITE INTERIOR, LEFT SWING HANDLE AWAY FROM LOCK, METAL FILTER, TS2 ECONOLITE TS2 16 POSITION BACK PANEL ASSEMBLY, TWO DETECTOR RACKS (WITH 8 POSITION PANEL), EXTRA SDLC CABLE FOR AAPS, 80 POSITIONS FUSE BLOCK, PEDESTRIAN AAPS INTERFACE TERMINAL BLOCK, SET UP FOR FLASHING YELLOW ARROW OPERATION IF NEEDED, POWER SUPPLY, 16 LOAD SWITCHES, 4 FTR, 4 BIU, 1FL, 1 MMU2-1600GE, 1 COBALT G, TYPE 1 CONTROLLER

* DOES NOT INCLUDE MULTI-MODE 764 PHASE SELECTOR (4-CHANNEL) CARD

Kirk Parker
W# (320)-294-5557
C# (320)-267-4907

QUOTE

Project: City of Wilmar 2026 Traffic Signal Cabinet and Vehicle Detection Replacement
Bid Date: September 17, 2026

ALT A Loop

Item No.	Contract Item	Unit	Bid Qty	Unit Price	Total
1	Mobilization	LS	1	$6,500.00	$6,500.00
2	Traffic Signal Cabinet Replacement ALT A	EA	1	$42,000.00	$42,000.00
3	Site Restoration (if Needed)	LS	1	$2,000.00	$2,000.00
4	Traffic Control	LS	1	$4,000.00	$4,000.00
5	Rigid PVC Loop Detectors	EA	26	$2,200.00	$57,200.00
	TOTAL BID				$111,700.00

ALT B Loop

Item No.	Contract Item	Unit	Bid Qty	Unit Price	Total
1	Mobilization	LS	1	$6,500.00	$6,500.00
2	Traffic Signal Cabinet Replacement ALT B	EA	1	$46,500.00	$46,500.00
3	Site Restoration (if Needed)	LS	1	$2,000.00	$2,000.00
4	Traffic Control	LS	1	$4,000.00	$4,000.00
5	Rigid PVC Loop Detectors	EA	26	$2,200.00	$57,200.00
	TOTAL BID				$116,200.00

ALT A Video Detection

Item No.	Contract Item	Unit	Bid Qty	Unit Price	Total
1	Mobilization	LS	1	$6,500.00	$6,500.00
2	Traffic Signal Cabinet Replacement ALT A	EA	1	$42,000.00	$42,000.00
3	Site Restoration (if Needed)	LS	1	$2,000.00	$2,000.00
4	Traffic Control	LS	1	$4,000.00	$4,000.00
5	Video Detection	LS	1	$56,600.00	$56,600.00
	TOTAL BID				$111,100.00

ALT B Video Detection

Item No.	Contract Item	Unit	Bid Qty	Unit Price	Total
1	Mobilization	LS	1	$6,500.00	$6,500.00
2	Traffic Signal Cabinet Replacement ALT A	EA	1	$46,500.00	$46,500.00
3	Site Restoration (if Needed)	LS	1	$2,000.00	$2,000.00
4	Traffic Control	LS	1	$4,000.00	$4,000.00
5	Video Detection	LS	1	$56,600.00	$56,600.00
	TOTAL BID				$115,600.00

ALT A LIDAR Detection

Item No.	Contract Item	Unit	Bid Qty	Unit Price	Total
1	Mobilization	LS	1	$6,500.00	$6,500.00
2	Traffic Signal Cabinet Replacement ALT A	EA	1	$42,000.00	$42,000.00
3	Site Restoration (if Needed)	LS	1	$2,000.00	$2,000.00
4	Traffic Control	LS	1	$4,000.00	$4,000.00
5	Lidar Detection	LS	1	$49,000.00	$49,000.00
	TOTAL BID				$103,500.00

ALT B LIDAR Detection

Item No.	Contract Item	Unit	Bid Qty	Unit Price	Total
1	Mobilization	LS	1	$6,500.00	$6,500.00
2	Traffic Signal Cabinet Replacement ALT A	EA	1	$46,500.00	$46,500.00
3	Site Restoration (if Needed)	LS	1	$2,000.00	$2,000.00
4	Traffic Control	LS	1	$4,000.00	$4,000.00
5	Lidar Detection	LS	1	$49,000.00	$49,000.00
	TOTAL BID				$108,000.00

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.C.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	25th Street SE Parking Restrictions		

RECOMMENDED ACTION:
Adopt the resolution prohibiting parking along the east side of 25th Street SE between the southern and northern Kwik Trip access points.

OVERVIEW:
Staff received a concern from a business owner along 25th Street SE regarding vehicles parked along the east side of 25th Street SE. The parked vehicles were limiting access to exiting driveways and creating a safety concern for motorists exiting the north Kwik Trip driveway. After review from the City Engineer, Public Works Director, and Police Chief, staff recommends designating the east side of 25th Street SE as No Parking between the southern and northern Kwik Trip access points.

BUDGETARY/FISCAL ISSUES:
N/A

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Parking on 25th Street SE
2. 25th Street SE Parking Restriction Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING PARKING RESTRICTIONS ON 25TH STREET SE.

Motion By:_____ Second By:_____

RELATING TO PARKING RESTRICTIONS on a portion of 25th Street SE in the City of Willmar, Minnesota.

WHEREAS, the street does not provide adequate width for parking to allow full access to existing driveways and safely allow motorists to exit the north Kwik Trip driveway.

NOW, THEREFORE, BE IT RESOLVED that the "City" shall sign a portion of the east side of 25th Street SE as No Parking between the southern and northern Kwik Trip access points.

Dated this 5th day of October, 2026

_____
MAYOR

Attest:

_____
CITY CLERK

BOLTON & MENK

Real People. Real Solutions.

MEMORANDUM

Date: September 29, 2026

To: Honorable Mayor Reese
City Council Members

From: Jared Voge, P.E.
City Engineer

Subject: 25th Street SE Parking Restrictions
City of Willmar, MN
Project No.: 0W1.124785

The City of Willmar received a concern from a business owner along 25th Street SE regarding vehicles parking on the east side of 25th Street SE. The parked vehicles were limiting access to existing driveways and creating a safety concern for motorists exiting the north Kwik Trip driveway.

Chief Holme, Director Stefanick, and I met with the business owner and reviewed the concern on-site. Based on our review, staff recommends designating the east side of 25th Street SE as **No Parking** between the southern and northern Kwik Trip access points. An enclosed figure illustrates the proposed no-parking area.

City Code Section 15-72 requires that a written recommendation be submitted by the City Engineer before the City Council may consider and, if it concurs, adopt a resolution prohibiting parking.

Therefore, staff recommends that the City Council adopt a resolution prohibiting parking along the east side of 25th Street SE between the southern and northern Kwik Trip access points.

If you have any questions, please call.

JV/kp

enc.

Bolton & Menk is an equal opportunity employer.



H:\WILL_General\No Parking Exhibit\No Parking - Kwik Trip.dwg 9/9/2026 1:02:20 PM

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.D.
Agenda Section:	Regular Business	**Originating Department:**	Information Technology
Resolution:	Yes	**Prepared By:**	Jonah Johnson, Information Technology Director
Ordinance:	No	**Presented By:**	Kyle Box, City Administrator
Item:	Award of Bid: Willmar Connect NOC		

RECOMMENDED ACTION:
To accept and award the bid for Willmar Connect NOC Electrical Work in the amount of $31,850.00 to Willmar Electric.

OVERVIEW:
On September 18th, the City received one (1) bid for the Electrical portion of the Network Operations Center RFP, and zero (0) bids for the HVAC portion. The HVAC work required in the NOC will be addressed at a later date.

Willmar Electric, from Willmar, MN, has submitted a valid bid in the amount of $31,850.00. The City's Technology Director, Jonah, and Kyle Moorhead, from Hometown Fiber, met with staff from Willmar Electric and verified the company is understanding of the work and are capable of completing the job.

BUDGETARY/FISCAL ISSUES:
Bid amount: $31,850.00

ALTERNATIVES TO CONSIDER:
Decline the bid.
ATTACHMENTS:
1. Resolution- Accept Bid Electrical
2. Bid Tabulation (2026-09-21)
3. Scope-WillmarElectric-20260930

Resolution No._____

A RESOLUTION AWARDING ELECTRICAL WORK FOR THE WILLMAR CONNECT NETWORK OPERATIONS CENTER TO WILLMAR ELECTRIC.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid from Willmar Electric, of Willmar, MN, for Electrical Work in the Network Operations Center 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 $31,850.00.

Dated this 5th day of October, 2026

_____
Mayor

Attest:

_____
City Clerk

Bid Tabulation

Willmar Connect Network Operations Center

Date: September 21st, 2026

HVAC

Bidder:	Bid Amount:
No bids were received.	N/A

Electrical

Bidder:	Bid Amount:
Willmar Electric	$31,850.00

WILLMAR ELECTRIC
DESIGN | BUILD | BEYOND

Project Name	Willmar Connect Network Operations Center
Location	Willmar, MN
Proposal Date	**September 18, 2026**
Drawings	**July 21, 2026**
Specifications	**Click or tap to enter a date.**
Addenda	1, 2, 3
Proposal Prepared By	Paul Latimer – (402) 904-7070 – platimer@willmar-electric.com

Price to complete the specified work: **$31,850.00.**

Specific Scope Items:

#	Description	Included	Excluded
1.	Sales tax on materials		✓
2.	Electrical inspection fees	✓	
3.	BIM coordination/clash detection (items on one-line)		✓
4.	BIM coordination/clash detection (items beyond one-line)		✓
Division 26 is included per specification except as noted			
5.	3 200A MLO Panels	✓	
6.	12”x2” non-aluminum cable tray	✓	
Division 27			
7.	Telephone & Data – cable tray, standard boxes, & conduit	✓	
8.	Telephone & data – switches, WAPs, handsets, and similar equipment		✓
9.	Telephone & data – cable, racks, and terminations		✓
10.	Audio/video system – standard boxes and conduit		✓
11.	Audio/video system – equipment and installation		✓
12.			✓
Division 28			
13.	Access Control – standard boxes & conduit	✓	
14.	Access Control – equipment, cable & installation		✓
15.	Access Control – door hardware & installation		✓
16.	CCTV – standard boxes & conduit		✓
17.	CCTV – equipment & installation		✓
18.	Fire Alarm System – standard boxes & conduit		✓
19.	Fire Alarm System – equipment, cable & installation		✓
20.			
Division 23			
21.	VFD’s & Starters for HVAC – equipment & installation		✓
22.	VFD’s & Starters for HVAC – connection	✓	
23.	HVAC/BAS control wiring – standard boxes and conduit		✓

24.	HVAC/BAS control wiring – equipment, cabling, and installation		✓
25.	Electric Heat – equipment & installation		✓
26.	Electric Heat: Electrical power connections (connect and terminate).		✓
27.			
Miscellaneous			
28.	Allowance for a temporary electrical service, including the connection to 1 job trailer.		✓
29.	Temporary power and lighting as required by specification	✓	
30.	Concrete for electrical equipment pads		✓
31.	Concrete for electrical pole bases		✓
32.	Fire caulk for our electrical installation	✓	
33.	Make-safe electrical demolition		✓
34.	Buy American		✓

Standard Exclusions (Not Included in Electrical Scope of Work):

1. Utility company aid to construction, related work, fees, and utility-owned equipment (including primary service connections)
2. Code interpretations, owner standards, or Authority Having Jurisdiction (AHJ) requirements—local code enforcement directives—issued after the bid date or not indicated in contract documents; treated as scope changes
3. Bonds (performance, payment, bid)
4. Sales and use tax on labor
5. Prevailing wage requirements (mandated minimum wages for public projects) unless specifically noted in contract documents
6. Professional engineering or stamped drawings (certified design documents)
7. Civil/earthwork and surface restoration pertaining to trenching, excavation, backfill, boring, removal of spoils, paving, landscaping
8. Rock excavation or trenching for electrical infrastructure
9. Concrete/structural work—pads, bases, housekeeping pads (small concrete pads for supporting equipment), duct banks—unless specifically noted as included
10. Cutting, patching, painting, finish repair (architectural restoration)
11. Access panels and ceiling/finish modifications required for access to electrical systems
12. Surveying, layout, staking services (construction reference points)
13. Dumpsters, project-wide housekeeping/cleanup (waste management and site cleaning)
14. Hazardous materials: testing, abatement, handling, disposal
15. Testing, commissioning, programming, third-party services unless contract specifies inclusion
16. Temporary power, lighting, heat beyond stated allowances
17. Escalation, tariffs, surcharges after proposal date unless otherwise noted
18. Unforeseen or concealed conditions and remediation (hidden building elements, hazardous discoveries)
19. X-ray imaging, Ground Penetrating Radar (GPR) scanning (subsurface scanning for non-technical readers), concrete scanning, other non-destructive or destructive investigation of Concrete Masonry Unit (CMU) or masonry walls prior to coring
20. Work in unsafe conditions. Unsafe conditions include unmitigated fall hazards, unprotected live electrical circuits, hazardous material exposure. All work areas must comply with OSHA and project safety standards before electrical work begins.
21. Labor and material costs for accelerated or compressed schedule due to failure to meet milestones; labor priced at overtime rates
22. Data population into the owner's Computerized Maintenance Management System (CMMS), or similar digital asset tracking systems

Proposal Clarifications:

1. Proposal is valid for 30 calendar days.
2. Standard AIA Document A201-2017 or ConcensusDocs 200 contract language will be used, as applicable to this project.
3. CAD/REVIT files will be provided at no cost.
4. BIM models will contain accurately modeled electrical equipment, fixtures, devices, conduit and similar components.
5. Work will be performed during a standard 5 day, 40 hour work week.
6. Change Orders will be priced with 15% markup on all costs.
7. Change Order standard rates for personal shall be as follows (overtime shall be 1.5 the standard rate):

1. Project Manager - $117.00/hour. (5% of the direct installation labor)
2. General Superintendent - $114.00/hour. (12.5% of the direct installation labor)
3. Foreman - $104.00/hour. (25% of the direct installation labor)
4. Electrician - $88.00/hour. (100% of the direct installation labor)
5. Project Engineer - $88.00/hour. (2.5% of the direct installation labor)

8. Change Order material shall be priced at current trade prices.
9. Change Order pricing is valid for up to 30 calendar days from the date provided.
10. Time and material work shall be priced as listed above for Change Orders.

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.E.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Allie Paulsen, Administrative Assistant
Ordinance:	No	**Presented By:**	Kyle Box, City Administrator
Item:	Consider a Resolution to Award Agricultural Land Leases		

RECOMMENDED ACTION:
To adopt a Resolution awarding Agricultural Land Leases

OVERVIEW:
The City has reviewed and updated its available parcels for agricultural use. Approximately 671 acres have been identified for agricultural use and have been included in the bid packet. On Wednesday, September 30, at 2 p.m., bids were opened. The city received seven sealed bids for various parcels.

The City has contacted each of the high bidders to confirm that they are responsible, able to perform, and will remain in compliance with the specifications of the contract.

BUDGETARY/FISCAL ISSUES:
2027-2029: $105,975.26 (annually)
Rents will be split between the Industrial Park and Airport Funds.

ALTERNATIVES TO CONSIDER:
None Recommended
ATTACHMENTS:
1. Resolution_Ag Leases 2027-2029
2. Ag Land Bid Tabulation 2027-2029
3. Template Ag Lease 2027-2029

RESOLUTION NO.

AUTHORIZATION TO EXECUTE LAND LEASE AGREEMENTS

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute Land Lease Agreements between the City of Willmar and the following Lessees:

Location	Tillable Acres	Price Per Acre	Total	High Bidder
Tract 1	49	$ 286.00	$ 14,014.00	Preston Asche
Tract 2	24	$ 269.00	$ 6,456.00	Preston Asche
Tract 3	15	$ 286.00	$ 4,290.00	Preston Asche
Tract 4	30.7	$ 237.00	$ 7,275.90	Justin Boike
Tract 5	16.2	$ 101.00	$ 1,636.20	James Larson
Tract 6	20.8	$ 206.00	$ 4,284.80	Preston Asche
Tract 7	67	$ 256.00	$ 17,152.00	Justin Boike
ROW 1	12.1	$ 150.00	$ 1,815.00	Mark Bredeson
ROW 2	56	$ 265.00	$ 14,840.00	Daniel Groothuis
ROW 4	98.3	$ 225.00	$ 22,117.50	Justin Boike
ROW 5	6.08	$ 50.00	$ 304.00	Daniel Groothuis
ROW 6	45	$ 200.00	$ 9,000.00	Justin Boike
ROW 7	23.6	$ 84.74	$ 1,999.86	Daniel Groothuis
Hay Ground	158	$ 5.00	$ 790.00	Daniel Groothuis

Dated this 5th day of October, 2026

_____
MAYOR

Attest:

_____
CITY CLERK

	Agricultural Land Bid Tabulation													
No.	Named Bidder	Tract 1 - Per Acre	Tract 2 - Per Acre	Tract 3 - Per Acre	Tract 4 - Per Acre	Tract 5 - Per Acre	Tract 6 - Per Acre	Tract 7 - Per Acre	ROW 1 - Per Acre	ROW 2 - Per Acre	ROW 4 - Per Acre	ROW 5 - Per Acre	ROW 6 - Per Acre	ROW 7 - Per Acre	Hay Ground - Per Acre
1	Darrin and Amber Brouwer	$266.30		$266.30											
2	Mike Arends	$276.00	$246.00	$246.00	$176.00		$146.00	$227.00			$91.00		$76.00	$56.00	
3	Justin Boike	$268.00	$268.00	$252.00	$237.00		$192.00	$256.00			$225.00		$200.00		
4	Mark Bredeson								$150.00						
5	Daniel Groothuis									$265.00	$120.00	$50.00	$120.00	$84.74	$5.00
6	Preston Asche	$286.00	$269.00	$286.00	$193.00		$206.00	$226.00			$161.00		$161.00		
7	James Larson					$101.00									
8															
9															
10															
11															
12															
13															
14															

AGRICULTURAL LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease" or "Agreement") dated this 1st day of January, 2027, by and between the **CITY OF WILLMAR**, a Minnesota municipal corporation, (the "Landlord"), and _____, (the "Tenant"), (collectively the "Parties").

In consideration of the terms and conditions of this Lease, Landlord and Tenant agree as follows:

ARTICLE ONE
Definitions and Terms

As used in this Lease, the following terms shall have the specific meanings set forth below:

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

1.2 "Tenant" means NAME OF LEASE HOLDER, having as its address for notice purposes ADDRESS OF LEASE HOLDER.

1.3 "Commencement Date" means January 1, 2027.

1.4 "Expiration Date" means December 31, 2029.

1.5 "Premises" means the real property owned by Landlord located in _____ _____, which contains ____ acres more or less, that are tillable, described as follows:

[*Insert legal description of leased premises*]

and shown on **Exhibit A** attached hereto.

ARTICLE TWO
Demising Clause

2.1 Landlord leases to Tenant and Tenant leases from Landlord the Premises on the terms and conditions contained in this Lease.

2.2 Tenant shall have the nonexclusive right to use the Premises for agricultural purposes as provided herein.

ARTICLE THREE
Term and Possession

3.1 Term. This Lease shall be for a term of 3 years, beginning on the Commencement Date and ending on the Expiration Date, unless terminated prior to the Expiration Date. Except as otherwise provided in this Lease, termination of the Lease prior to the Expiration Date requires mutual agreement by the Landlord and Tenant. Tenant shall be entitled to possession on the Commencement Date and shall give up possession on the Expiration Date.

3.2 Early Termination by Landlord. In the event that Landlord shall sell any of the Premises, or in the event that any of the Premises shall be converted for other governmental use, Landlord is entitled to terminate this Lease with respect to the portion of the Premises sold or converted to governmental use upon written notice to Tenant, and the rents payable by Tenant shall be reduced on a pro rata basis. Landlord's liability upon such early termination shall be limited to the damages for the loss of any crop growing on the Premises at the time of such early termination.

ARTICLE FOUR
Rent

4.1 Tenant shall, for the entire Lease Term, pay to Landlord without demand, annual rent in the amount of $_____ (the "Rent"). The annual rent amount shall be paid in its entirety on or before March 1 of each year, at the address specified for Landlord herein.

4.2 A late penalty of 5% of the payment due will be assessed on all late payments. Tenant agrees and acknowledges that the late penalty is necessary to compensate Landlord for lost interest, the opportunity cost of renting the property, and any legal fees or expenses incurred in enforcing its rights pursuant to this Agreement.

ARTICLE FIVE
Taxes and Payments

5.1 Tenant shall pay all taxes, assessments and governmental charges (collectively referred to as "Taxes") that accrue against the Premises during the Lease Term.

5.2 Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed on the Premises, whether levied or assessed against Landlord or Tenant.

5.3 In the event there are any government payments through any agricultural programs made during the term of this Lease, said payments shall be the property of Tenant.

ARTICLE SIX

Permitted Use

6.1 Tenant shall use the Premises for agricultural purposes only and all activities incidental thereto, including:

a. To till all of the tillable land in a husband-like manner.
b. To harvest and remove all crops in due season.
c. To keep all ditches cleaned of weeds and debris.
d. To mow roadsides and fence rows.
e. To destroy all noxious weeds and grasses and nuisances on the leased portion, in compliance with State Law.

6.2 Tenant shall not plant crops within, till or otherwise alter any land in, on or about the Premises unless the entirety of the Rent for the year has been paid pursuant to Article Four.

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

6.4 Tenant shall provide Landlord with full and complete information concerning all chemicals applied to the Premises, or any portion thereof, including brand and strength of chemical applied and poundage per acre.

6.5 Tenant shall not plant crops within, till or otherwise alter any land within 16½ feet of the edge of any county ditch. Tenant shall be responsible for restoring, at Tenant's sole cost and expense, any such areas that may be disturbed during the term of this Lease upon demand by Landlord. If Tenant does not do so, Landlord may (but need not) restore the such areas to their preexisting condition, and Tenant shall pay the cost of such work upon being billed by Landlord.

6.6 Tenant shall not plant sugar beets on the Premises.

ARTICLE SEVEN
Utilities

7.1 There are no utilities (electricity, fuel oil, gas services, telephone, trash collection, snow plowing, lawn mowing, water, sewer service, cable or satellite television reception, internet connection fees) serving the property, and for which the tenant is to be responsible.

ARTICLE EIGHT
Subletting and Assignment

8.1 Tenant shall not assign its interest in this Lease and shall not sublet any portion of the Premises, or any right or privilege provided under the Lease or use of the Premises, or suffer any other person to occupy or use any portion of the Premises, without the prior written approval of Landlord.

ARTICLE NINE
Quiet Possession and Subordination

9.1 Landlord covenants that Tenant, upon paying the Rent and performing the covenants under this Lease, shall peaceably and quietly have, hold and enjoy the leased Premises for the term of the Lease.

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

ARTICLE TEN
Landlord's Reserved Rights

Landlord reserves the following rights: (a) to take any and all measures necessary or desirable for the operation, safety, protection or preservation of the Premises, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter to verify use of the Premises. Landlord may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent or affecting Tenant's obligations hereunder.

ARTICLE ELEVEN
Alterations and Improvements

11.1 Landlord has made no promise to alter, remodel, repair or improve the Premises and has made no representation of the condition of the Premises or the suitability of the Premises for the purpose stated herein other than what is contained in this Lease.

11.2 Tenant shall not make material alterations or improvements to the Premises without the written consent of Landlord. Consent shall be obtained by submitting a written description to Landlord of the proposed improvement, including its location, size, proposed use, and whether the improvement is to be

severed from the property at the termination of the Lease or is to be left on the property, and any other information that may be required by the Landlord. Landlord may approve, disapprove, require more information, or require certain modifications to the proposed improvement in its sole judgment and discretion. Tenant's final written proposal including a clear indication of Landlord's assent and signed by Landlord shall constitute written consent of Landlord. Unless otherwise agreed by both parties, approved improvements shall be at the sole expense of Tenant.

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

11.3 Tenant shall not place or maintain any signs on the Premises, without authorization by Landlord.

ARTICLE TWELVE
Repairs and Maintenance

12.1 Tenant, at its expense, shall keep the Premises in a safe and tenantable condition based on the purpose of this Lease. If Tenant does not do so, Landlord may (but need not) restore the Premises to a safe and tenantable condition, and Tenant shall pay the cost upon being billed by Landlord. This Article shall not apply to damage or destruction otherwise provided for in this Lease.

12.2 Tenant shall be responsible for all major and minor maintenance, repairs, or replacement of any and all alterations or improvements to the Premises made under Article 11. Improvements made under Article 11 that are capable of severance may be removed by Tenant at any time or within 30 days after termination of the Lease even though they may be fixtures, provided that Tenant leaves in good condition that part of the Premises from which such improvements are removed.

12.3 Improvements not capable of severance shall become the property of Landlord at termination of the Lease without compensation to the Tenant.

ARTICLE THIRTEEN
Destruction or Damage

13.1 Tenant agrees:

a. That it will obtain all necessary state and local permits for its operations as necessary.
b. That it will operate in accordance with all federal, state and local regulations.
c. That it will be solely responsible for security of the Premises, including crops and equipment, and for any loss, damage, or destruction thereof.

d. That it will keep the Premises in such repair as at the commencement of the said term or may be put in during continuance thereof, reasonable wear and tear and damage by fire or extended peril coverage perils only excepted.
e. That it will not injure, overload or suffer to be injured or overloaded the Premises or any part thereof.
f. That it will not make or suffer any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law of the State or any ordinance of the City now or hereafter made, or which shall be injurious to any person or property or which shall be liable to endanger or affect any insurance on the said Property.

ARTICLE FOURTEEN
Hold Harmless

14.1 Tenant shall defend, indemnify and hold Landlord harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of the use of the Premises by Tenant, Tenant's employees, officers, agents, clients and invitees. Landlord shall defend, indemnify and hold Tenant harmless from any liability, loss, cost, and obligations, including reasonable attorneys' fees, arising out of negligent or willful acts by Landlord, its employees, officers, agents, clients and invitees in meeting Landlord's obligations under this Lease.

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

ARTICLE FIFTEEN
Holding Over

15.1 If Tenant without the consent of Landlord retains possession of the Premises or any part thereof after termination of the Term, then Landlord can elect to recover possession of the Premises by pursuing its rights under this Lease or at law. In such event Landlord shall further be able to recover in damages for the period Tenant holds over an amount equal to 150 percent of the Rent payable for the month immediately preceding the commencement of said holding over computed on a daily basis until Landlord receives possession of the Premises and in addition thereto, Tenant shall pay Landlord all direct damages sustained by reason of Tenant's retention of possession. Alternatively, Landlord can elect to retain Tenant on a month to month tenancy, terminable in accordance with law, at a Rent equal to 150 percent of the rate payable hereunder, commencing the month immediately preceding the commencement of said holding over and computed on a per month basis for each month or part thereof that Tenant remains in possession.

15.2 Landlord shall exercise its election of one of the above described alternatives by delivering a written notice thereof to Tenant within thirty (30) days after the first day of Tenant's

retention of possession beyond the Term. In the event that Landlord fails to exercise its election as provided above, then Landlord shall be conclusively presumed to have elected to retain Tenant on a month to month tenancy, terminable in accordance with law at a Rent as provided in this Article.

ARTICLE SIXTEEN
Surrender of Possession

16.1 Upon the termination of the Lease Term, Tenant shall immediately surrender the Premises (together with any alterations and improvements that are not severable) to Landlord in good order, repair and condition, ordinary wear and fire or casualty losses for which Tenant is not responsible excepted, and shall remove all equipment, trade fixtures and other items of Tenant's property from the Premises. Tenant shall pay Landlord upon demand the cost of repairing any damage to the Premises caused by such removal. Tenant shall plow back the land and leave the Premises in its pre-Lease condition, reasonable wear and tear excepted. Tenant shall pay Landlord a sum of $18.00 per acre for each acre of the Premises that is not plowed back and restored to its pre-Lease condition. If Tenant fails or refuses to remove Tenant's property from the Premises, Tenant shall be presumed to have abandoned the property and Landlord may dispose of the property without incurring liability, at Tenant's expense.

ARTICLE SEVENTEEN
Compliance with Laws, Ordinances and Regulations

17.1 Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, opinions, directives, regulations and requirements of all federal, state, city and other local governments. Throughout the Term of this Lease, Landlord shall comply with all local, state, and federal laws and regulations with respect to its management and operation of the Premises.

17.2 Tenant guarantees to Landlord that Tenant is an Equal Opportunity Employer and that he/she meets all United States and State of Minnesota Equal Opportunity Employment requirements or that Tenant is exempt from these provisions.

17. Tenant shall likewise observe and comply with, or shall cause to be observed and complied with, all the requirements of all policies of comprehensive general liability, fire and other insurance at any time in force with respect to the Premises.

ARTICLE EIGHTEEN
Insurance

18.1 In addition to the following, Tenant shall maintain, at Tenant's expense, insurance on Tenant's property located in and upon the Premises, and shall assume the risk of loss to such property on the Premises.

18.2 Required Insurance. Tenant agrees to maintain, at Tenant's expense, a comprehensive general liability insurance policy in the minimum amount of $1,000,000 per occurrence and general aggregate, or as indicated in the certificate(s) of insurance attached hereto as **Exhibit B**, whichever amounts are greater. Tenant also agrees to maintain worker's compensation and employer's liability insurance as and in such minimum amounts as required by law, and comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for each accident (shall include coverage for all owned, hired and non-owed vehicles) or as indicated in the certificate(s) of insurance attached hereto as **Exhibit B**, whichever amount is greater. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable). With the exception of the Worker's Compensation policies, all policies listed above shall insure the defense and indemnity obligations assumed by Tenant under this Lease, and shall name the Landlord as an additional insured under the policy. All polices listed above shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed, nor shall coverage limits be reduced by endorsement, without 30 days prior written notice to CITY.

ARTICLE NINETEEN
Default and Remedies

19.1 If Tenant shall default in the payment of any installment of the Rent or in the payment of any other sum required to be paid by Tenant under this Lease and such default shall continue for 15 days after written notice to Tenant, or if Tenant shall default in the observance or performance of any of the other covenants or conditions in this Lease, which Tenant is required to observe or perform, and such default shall continue for 30 days after written notice to Tenant, or if a default involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied upon under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within 30 days following the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not be dismissed within 30 days from the date of appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall abandon or vacate the Premises, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease and thereupon at its option may, without notice or demand of any kind to Tenant or any other person, terminate this Lease and immediately repossess the Premises, in addition to all other rights and remedies provided at law or in equity. The provisions of this section shall survive any termination of this Lease.

19.2 In the event the Lease is terminated due to the default of Tenant:

a. All obligations of Landlord under this Agreement shall cease. Landlord shall take reasonable measures to lease the Premises to another tenant for a comparable term and rent.
b. Until Landlord enters into a new lease Tenant shall continue to pay the applicable rent until the end of the Lease Term.
c. Rental payments received by Landlord from a new tenant will reduce the amount for which Tenant is liable to Landlord.

d. Upon termination, Tenant agrees to yield possession of the Premises within 90 days of the date of notice of default, reserving the right to re-enter the Premises solely to harvest any crops that are the personal property of Tenant and are growing at the time of default.

19.3 In the event the Lease is terminated due to the default of Landlord:

a. All obligations undertaken by Tenant under this Agreement including the obligation to pay rent shall cease.
b. Upon termination, Tenant shall yield possession of the Premises in a timely manner, reserving the right to re-enter the Premises solely to harvest any crops that are the personal property of Tenant and are growing at the time of default. Landlord's liability to Tenant shall be limited to damages for loss of any crop growing at the time of default.

ARTICLE TWENTY
Notices

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

ARTICLE TWENTY-ONE
Miscellaneous

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

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

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

in any provision of this Lease, or as a result of any action or inaction of the Landlord in connection therewith.

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

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

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

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

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

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

21.10 **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of Landlord and the Tenant arising prior to the expiration of this Lease (whether by completion or earlier termination), shall survive such expiration.

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

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

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

[*Remainder of page intentionally left blank*]

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

LANDLORD:
CITY OF WILLMAR

BY:_____

BY:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

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

_____
Notary Public

TENANT:

_____

BY:_____
_____, Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, the _____of _____**,** a Minnesota corporation, on behalf of the corporation.

_____
Notary Public

EXHIBIT A
Depiction of Premises

(Attached Map)

Exhibit B

(Certificate of Insurance)

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.F.
Agenda Section:	Regular Business	**Originating Department:**	Human Resources
Resolution:	Yes	**Prepared By:**	Alissa Gambrel, Human Resources Director
Ordinance:	No	**Presented By:**	Alissa Gambrel, Human Resources Director
Item:	2027 Health Insurance Contract		

RECOMMENDED ACTION:
To approve the Contract from Minnesota Healthcare Consortium/Medica for 2027 employee medical insurance.

OVERVIEW:
The City received a renewal quote to renew our 2026 health insurance contract at an increase of 15%, which is the maximum increase allowed under the terms of our current contract. Staff is requesting the City Council to approve a 2027 health insurance contract renewal with Minnesota Healthcare Consortium through SWWC Service Cooperative with insurance carrier Medica, along with an Employee Assistance Program add-on benefit.

BUDGETARY/FISCAL ISSUES:
Total premium cost for 2027, based on average employee enrollment, is estimated to be $2,425,204, an estimated 15% increase compared to 2026. The Employee Assistance Program add-on benefit is estimated at an additional annual cost of $2,440.80.

ALTERNATIVES TO CONSIDER:
None Recommended

ATTACHMENTS:
1. Resolution to Approve MHC 2027 Contract
2. City of Willmar-Jan 2027 Renewal
3. Medica EAP Buy Up 2027

Resolution No.

A RESOLUTION TO APPROVE MINNESOTA HEALTHCARE CONSORTIUM/MEDICA CONTRACT FOR 2027 EMPLOYEE MEDICAL INSURANCE IN THE AMOUNT OF $2,425,204 WITH EMPLOYEE ASSISTANCE PROGRAM ADDITIONAL BENEFIT IN THE AMOUNT OF $2,440.80

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 from Minnesota Healthcare Consortium/Medica for 2027 employee medical insurance with additional Employee Assistance Program benefit 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 insurer for the terms and consideration of the health insurance contract in the amount of $2,425,204 and the Employee Assistance Program contract in the amount of $2,440.80.

Dated this 5th day of October, 2026

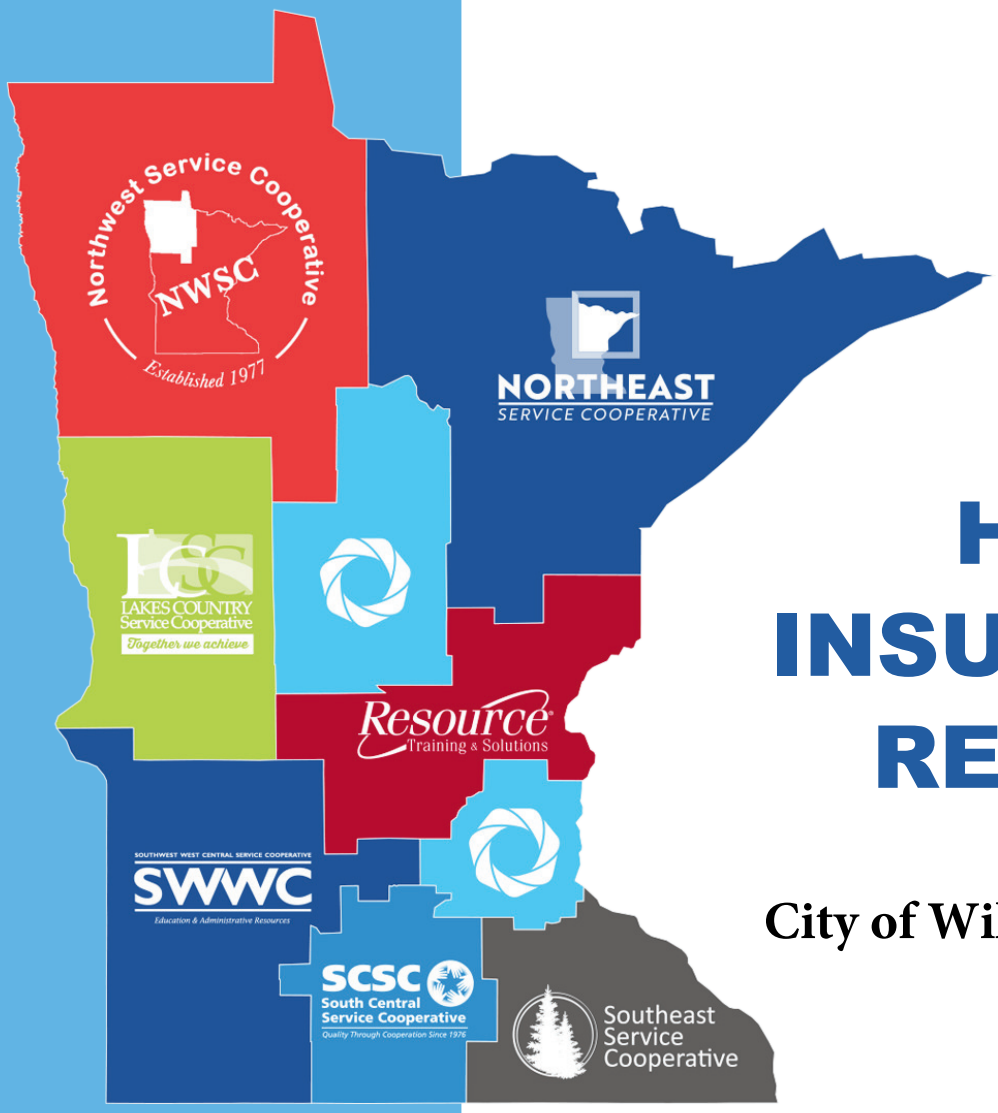
_____
Mayor

Attest:

_____
City Clerk

Minnesota Healthcare Consortium

Participating Minnesota Service Cooperatives



2027 HEALTH INSURANCE RENEWAL

City of Willmar

www.mnhc.gov

Minnesota Healthcare Consortium
Participating Minnesota Service Cooperatives

Health insurance is a need and providing it can be a challenge for organizations of all sizes.

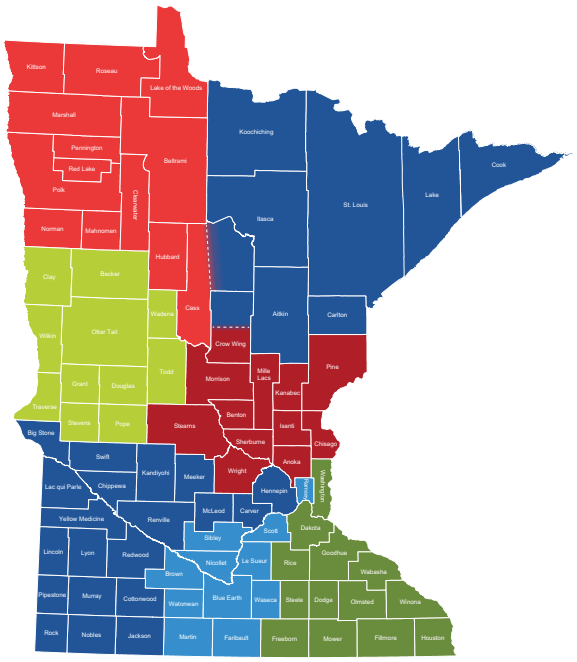
The Minnesota Healthcare Consortium (MHC) is a partner in bringing Minnesota schools, cities and counties the best plans at the best pricing, along with extensive wellness resources to serve the needs of the population.

MHC is the second largest health insurance pool in the state behind the State of Minnesota. We negotiate statewide pricing and create a large, diverse membership that reduces costs for everyone, including taxpayers.

Many insurance programs seek to control costs by limiting access to only select health care providers and pharmacies. MHC believes it is important to maintain access and choice by providing flexible options for groups and employees.

With MHC, enrolled groups may:

- Choose from the broadest provider and pharmacy networks.
- Access a seamless national network for out-of-state claims.
- Access the Mayo Clinic for complex healthcare needs.
- Select from the MHC plan portfolio or establish a more tailored plan to meet the group's needs.



Visit our online video gallery and see how we've supported Minnesota public-sector organizations that are the foundation of our communities.

OUR PARTNERS

Medica

WEX™

VSP®

Health Plan Administrator
Rely on MHC and Medica for great service, an extensive network of healthcare providers, and numerous wellness resources designed to empower members to achieve their optimal health.

Medical Spending Accounts
With MHC and WEX Health, you get a team of knowledgeable experts with extensive years of public sector experience. That experience helps guide members in managing their money for current and future medical expenses.

Vision Care
VSP provides a range of options, including voluntary and employer-sponsored plans. Employers have the flexibility to select either a comprehensive plan covering examination services or a materials-only plan.

We are dedicated to empowering and engaging our members in lifelong health and well-being | www.mnhc.gov

Group Leader Information

Reminders

- **The Medicare Part D Credible Coverage** – notification will be mailed to all members annually. This is a task group leaders no longer need to complete as it will be managed by our medical carrier.
- **PCORI** – fees are paid by your organization. MHC will send data four weeks before the July 31st due date.
- **IRS deductible indexing** – Annually the IRS adjusts the minimum and maximum annual deductible and other out-of-pocket expenses for high deductible health plans. If you have the minimum or maximum plan MHC will automatically make the adjustment to remain in compliance with the IRS.
- **Filing 1094 and 1095s** - 26 CFR § 301.6011-2(b) and (c) was amended to provide that electronic filing of Forms 1094-1095 is required if the employer files 10 or more forms. Click here for more information: Electronic-Filing Requirements for Specified Returns and Other Documents

Medica Self Insured (MSI) Administrative Changes

- See attachment for benefit/language change grid. Your service cooperative insurance consultant will review these updates with you after renewal.

Enrollment Platform

Businessolver (formerly Capstone) continues as your platform for enrollment & billing. If contact information for your office needs to be updated, please fill out the BenefitSolver Access Form and send it to contact your service cooperative consultant and Rebekah at Businessolver.

Plan Documents

- A group leader's signature is required on the plan documents when plan changes are made. Updated Summary Plan Documents (SPDs) will be available on the Medica Portal for each member once signed.
- Updated Summary of Benefits and Coverage (SBC) will be produced after the signed confirmation is returned. Your plans with MHC are *custom built*, so the SBCs generally take 10-15 business days to produce.

Open Enrollment

- Regional Service Cooperative staff are available to meet with you and/or present to your staff.
- We have materials for you to share with staff related to the new programs available through our partnership with Medica.
- A Medica preview site is available to staff to find information regarding network options, preventative Rx and formulary.

Regional Service Cooperative	Medica	BenefitSolver Enrollment & Billing portal
Name Title email@mnhc.gov Phone	**Name** Strategic Account Manager email@medica.com Phone	**Rebekah Martin** Account Manager rmartin@businessolver.com (919) 375-8222
Website: mnhc.gov	Website: https://www.medica.com/ Group Leader Service Center 1 (800)-936-6880 Email: MedicaServiceCenter@Medica.com	Website: www.benefitsolver.com Email: mhc@businessolver.com

Terms and Conditions

1. Your Regional Service Cooperative's medical & pharmacy benefits program is administered by Medica. Medica also underwrites the specific and aggregate stop loss insurance and provides customer service and account management support. The Minnesota Healthcare Consortium, of which your Regional Service Cooperative is a member, also self-insures a layer of stop loss combined with other participating service cooperatives in a statewide pooling arrangement.
2. The rates are contingent on being the only health plan(s) that you offer.
3. The rates are based on the benefit description and expected enrollment shown for each plan. If you request different benefits, or if your actual enrollment varies from expected enrollment listed by more than 10%, we reserve the right to make changes to the rates.
4. At least 50% of the total number of all eligible employees must enroll in the program for coverage to be offered to your group.
5. The employer must contribute at least 50% of the cost of the lowest priced health plan offered to your employees.
6. Rates included are guaranteed for 12 months beginning on January 1, 2027 contingent on becoming a member of the service cooperative.
7. Rates and plans are compliant with state and Federal regulations, including ACA.
8. Cash in lieu of benefits are not recommended. Please discuss variations with the Service Cooperative.
9. Your quoted rates may include commission as indicated on your renewal confirmation page.
10. MHC utilizes Benefitsolver to manage Medica enrollment. Review your bill each month to confirm changes made are reflected. It's especially important to review after open enrollment and at the beginning of the plan year. Retroactive terminations are limited to 60 days. Qualifying life event changes need to be entered within 30 days of the event.
11. Your account will continue to be serviced locally by your Regional Service Cooperative and Medica.
12. The Regional Service Cooperative collects premiums in full from members via ACH on a monthly basis.
13. The group must sign the Joint Powers Agreement.
14. The group must become a member of the Regional Service Cooperative, and pay any associated fees, (if applicable).

For questions, please contact your Regional Service Cooperative representative.

Renewal Checklist

Here is a guide to the forms to submit and steps that need to take place:

1. ☐ **Renewal**
    a. Rate Confirmation Page: Be sure to check yes or no next to the plans your group is choosing.

    b. Buy-up programs: If you are adding or renewing any additional programs to your renewal this year indicate that to your MHC contact and complete the MHC Buy-Up Form.

    c. Benefitsolver: If you have any changes or additions to your benefit team request an updated admin access form.

    d. Sign all documents and email them to your MHC contact by October 15, 2026

    e. Updated Summary of Benefits and Coverage (SBC) will be produced after the renewal is signed. These documents are *custom made* and generally take 10-15 business days to produce.

2. ☐ **Open Enrollment:** Hold an Open Enrollment meeting with your staff to educate them on their plan choices for the year – Ideally between November 2-27, 2026

3. ☐ **Employee Plan Changes:** Enter the employee plan changes into the Benefitsolver system by November 27, 2026.

Timeline:

- Late-August: Renewals available for release
- October 15: Signed documents due back to MHC
- November 2-27: Schedule open enrollment
- November 27: Enrollment changes entered into Benefitsolver.

Minnesota Healthcare Consortium
Participating Minnesota Service Cooperatives

Health Plan Rate Confirmation for:

City Of Willmar

Effective Date: 1/1/2027

Please complete and return a signed copy of this rate confirmation to your Service Cooperative Representative no later than: 10/15/2026

Plan(s)	Health Plan Description(s)	Coverage	Employees *	Current Rates	EFFECTIVE 1/1/2027	Elect this plan? Yes / No
1	MSI PP MN 2000-25% HSA + Rx Copays	EE	7	$785.14	$876.58	
		ES	3	$1,648.78	$1,840.78	
		EC	0	$1,491.76	$1,665.48	
		FAM	10	$2,198.38	$2,454.40	
2	MSI PP MN 3500-0% HSA	EE	7	$776.30	$896.08	
		ES	11	$1,630.24	$1,881.74	
		EC	9	$1,474.98	$1,702.54	
	MHC 430	FAM	31	$2,173.66	$2,509.00	
3	MSI PP MN 3500-20% HSA	EE	13	$676.22	$788.72	
		ES	5	$1,420.06	$1,656.30	
		EC	2	$1,284.82	$1,498.56	
	MHC 312	FAM	11	$1,893.42	$2,208.40	

TOTAL ALL PLANS	Monthly Premium	$175,740	$202,100
	Annual Premium	$2,108,875	$2,425,204
* Based on the group's most recent employee enrollment data. Rates are guaranteed for one year beginning 1/1/2027.	% Annual Adjustment		15.00%
	$ Annual Adjustment		$316,329

Broker commissions included? Yes N/A per subscriber per month 1.50% of total plan premium

Broker name: Amy Diedrich **Broker agency:**

Plans, Monthly Rates and Commissions (if applicable) are recognized and approved by:

Print name:

for: **City Of Willmar**

Signature:

Date:

Health Plan Descriptions (see SBCs and SPDs for details) for: City Of Willmar **Effective: 1/1/2027**

Plan 1:	**MSI PP MN 2000-25% HSA + Rx Copays**	$2000/4000 Ded, 75/25% Coins, $3250/6500 OOP, $18/30/55 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Non-Embedded
Plan 2:	**MSI PP MN 3500-0% HSA**	$3500/7000 Ded, 100/0% Coins, $3500/7000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
Plan 3:	**MSI PP MN 3500-20% HSA**	$3500/7000 Ded, 80/20% Coins, $7000/14000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded

Health Plan Rate Confirmation for: **City Of Willmar**

Effective: **1/1/2027**

MHC PREFERRED PORTFOLIO **(Please submit requests for plans to MHC UW for approval)**

			Passport	Elect	PNF	RCN	VPL	CLV
MHC 100	MSI PP MN 500-40/75-20%	EE	$960.84	$840.74	$816.72	$816.72	$816.72	$768.68
	MV: 0.837	ES	$2,017.74	$1,765.52	$1,715.08	$1,715.08	$1,715.08	$1,614.20
		EC	$1,825.58	$1,597.40	$1,551.76	$1,551.76	$1,551.76	$1,460.48
		FAM	$2,690.34	$2,354.04	$2,286.78	$2,286.78	$2,286.78	$2,152.28
MHC 106	MSI PP MN 1000-40/75-20%	EE	$948.62	$830.04	$806.32	$806.32	$806.32	$758.88
	MV: 0.828	ES	$1,992.06	$1,743.06	$1,693.26	$1,693.26	$1,693.26	$1,593.66
		EC	$1,802.36	$1,577.06	$1,532.00	$1,532.00	$1,532.00	$1,441.88
		FAM	$2,656.10	$2,324.08	$2,257.68	$2,257.68	$2,257.68	$2,124.88
MHC 112	MSI PP MN 1500-40/75-20%	EE	$910.92	$797.06	$774.28	$774.28	$774.28	$728.74
	MV: 0.800	ES	$1,912.92	$1,673.80	$1,625.98	$1,625.98	$1,625.98	$1,530.32
		EC	$1,730.74	$1,514.40	$1,471.12	$1,471.12	$1,471.12	$1,384.60
		FAM	$2,550.56	$2,231.74	$2,167.98	$2,167.98	$2,167.98	$2,040.44
MHC 118	MSI PP MN 2000-50/100-20%	EE	$870.18	$761.40	$739.64	$739.64	$739.64	$696.14
	MV: 0.754	ES	$1,827.34	$1,598.92	$1,553.24	$1,553.24	$1,553.24	$1,461.88
		EC	$1,653.32	$1,446.66	$1,405.32	$1,405.32	$1,405.32	$1,322.66
		FAM	$2,436.46	$2,131.92	$2,071.00	$2,071.00	$2,071.00	$1,949.18
MHC 124	MSI PP MN 2500-50/100-20%	EE	$845.40	$739.72	$718.58	$718.58	$718.58	$676.32
	MV: 0.732	ES	$1,775.32	$1,553.40	$1,509.02	$1,509.02	$1,509.02	$1,420.26
		EC	$1,606.26	$1,405.48	$1,365.32	$1,365.32	$1,365.32	$1,285.00
		FAM	$2,367.10	$2,071.22	$2,012.04	$2,012.04	$2,012.04	$1,893.68
MHC 130	MSI PP MN 3000-50/100-20%	EE	$823.84	$720.86	$700.26	$700.26	$700.26	$659.06
	MV: 0.714	ES	$1,730.04	$1,513.78	$1,470.54	$1,470.54	$1,470.54	$1,384.02
		EC	$1,565.28	$1,369.62	$1,330.48	$1,330.48	$1,330.48	$1,252.22
		FAM	$2,306.72	$2,018.38	$1,960.72	$1,960.72	$1,960.72	$1,845.38
MHC 200	MSI PP MN 1500-50/100-0%	EE	$951.82	$832.84	$809.04	$809.04	$809.04	$761.46
	MV: 0.822	ES	$1,998.80	$1,748.96	$1,698.98	$1,698.98	$1,698.98	$1,599.04
		EC	$1,808.46	$1,582.40	$1,537.18	$1,537.18	$1,537.18	$1,446.76
		FAM	$2,665.08	$2,331.94	$2,265.32	$2,265.32	$2,265.32	$2,132.06
MHC 206	MSI PP MN 2000-50/100-0%	EE	$929.50	$813.30	$790.06	$790.06	$790.06	$743.60
	MV: 0.807	ES	$1,951.92	$1,707.94	$1,659.14	$1,659.14	$1,659.14	$1,561.54
		EC	$1,766.04	$1,545.28	$1,501.12	$1,501.12	$1,501.12	$1,412.82
		FAM	$2,602.56	$2,277.24	$2,212.18	$2,212.18	$2,212.18	$2,082.06
MHC 212	MSI PP MN 2500-50/100-0%	EE	$909.78	$796.04	$773.30	$773.30	$773.30	$727.82
	MV: 0.794	ES	$1,910.50	$1,671.68	$1,623.92	$1,623.92	$1,623.92	$1,528.40
		EC	$1,728.56	$1,512.48	$1,469.28	$1,469.28	$1,469.28	$1,382.84
		FAM	$2,547.34	$2,228.92	$2,165.24	$2,165.24	$2,165.24	$2,037.88
MHC 218	MSI PP MN 3000-50/100-0%	EE	$892.00	$780.50	$758.20	$758.20	$758.20	$713.60
	MV: 0.779	ES	$1,873.20	$1,639.06	$1,592.22	$1,592.22	$1,592.22	$1,498.56
		EC	$1,694.80	$1,482.96	$1,440.58	$1,440.58	$1,440.58	$1,355.84
		FAM	$2,497.60	$2,185.40	$2,122.96	$2,122.96	$2,122.96	$1,998.08
MHC 300	MSI PP MN 3500-20% HSA	EE	$830.46	$726.66	$705.90	$705.90	$705.90	$664.36
	MV: 0.668	ES	$1,743.94	$1,525.96	$1,482.36	$1,482.36	$1,482.36	$1,395.16
		EC	$1,577.86	$1,380.64	$1,341.18	$1,341.18	$1,341.18	$1,262.30
		FAM	$2,325.28	$2,034.62	$1,976.48	$1,976.48	$1,976.48	$1,860.22
MHC 312	MSI PP MN 3500-20% HSA	EE	$795.22	$695.82	$675.94	$675.94	$675.94	$636.18
	MV: 0.645	ES	$1,669.94	$1,461.20	$1,419.46	$1,419.46	$1,419.46	$1,335.96
		EC	$1,510.90	$1,322.04	$1,284.28	$1,284.28	$1,284.28	$1,208.72
		FAM	$2,226.60	$1,948.28	$1,892.60	$1,892.60	$1,892.60	$1,781.28
MHC 318	MSI PP MN 4000-20% HSA	EE	$781.60	$683.90	$664.36	$664.36	$664.36	$625.28
	MV: 0.629	ES	$1,641.34	$1,436.18	$1,395.14	$1,395.14	$1,395.14	$1,313.08
		EC	$1,485.04	$1,299.40	$1,262.28	$1,262.28	$1,262.28	$1,188.02
		FAM	$2,188.46	$1,914.90	$1,860.20	$1,860.20	$1,860.20	$1,750.78
MHC 324	MSI PP MN 5000-20% HSA	EE	$760.10	$665.10	$646.08	$646.08	$646.08	$608.08
	MV: 0.604	ES	$1,596.20	$1,396.68	$1,356.78	$1,356.78	$1,356.78	$1,276.96
		EC	$1,444.20	$1,263.66	$1,227.56	$1,227.56	$1,227.56	$1,155.36
		FAM	$2,128.28	$1,862.24	$1,809.04	$1,809.04	$1,809.04	$1,702.62
MHC 330	MSI PP MN 6000-20% HSA	EE	$745.82	$652.58	$633.94	$633.94	$633.94	$596.66
	MV: 0.588	ES	$1,566.20	$1,370.42	$1,331.26	$1,331.26	$1,331.26	$1,252.96
		EC	$1,417.04	$1,239.92	$1,204.48	$1,204.48	$1,204.48	$1,133.64
		FAM	$2,088.28	$1,827.24	$1,775.04	$1,775.04	$1,775.04	$1,670.62
MHC 400	MSI PP MN 1750-0% HSA	EE	$1,000.86	$875.74	$850.72	$850.72	$850.72	$800.68
	MV: 0.824	ES	$2,101.78	$1,839.04	$1,786.50	$1,786.50	$1,786.50	$1,681.42
		EC	$1,901.62	$1,663.90	$1,616.36	$1,616.36	$1,616.36	$1,521.28
		FAM	$2,802.36	$2,452.08	$2,382.02	$2,382.02	$2,382.02	$2,241.90
MHC 406	MSI PP MN 2000-0% HSA	EE	$983.02	$860.14	$835.56	$835.56	$835.56	$786.40
	MV: 0.806	ES	$2,064.30	$1,806.26	$1,754.66	$1,754.66	$1,754.66	$1,651.44
		EC	$1,867.72	$1,634.26	$1,587.56	$1,587.56	$1,587.56	$1,494.18
		FAM	$2,752.42	$2,408.36	$2,339.56	$2,339.56	$2,339.56	$2,201.94
MHC 412	MSI PP MN 2500-0% HSA	EE	$950.68	$831.86	$808.08	$808.08	$808.08	$760.56
	MV: 0.772	ES	$1,996.44	$1,746.88	$1,696.96	$1,696.96	$1,696.96	$1,597.14
		EC	$1,806.30	$1,580.52	$1,535.36	$1,535.36	$1,535.36	$1,445.04
		FAM	$2,661.92	$2,329.18	$2,262.62	$2,262.62	$2,262.62	$2,129.54
MHC 418	MSI PP MN 3000-0% HSA	EE	$921.96	$806.72	$783.66	$783.66	$783.66	$737.58
	MV: 0.742	ES	$1,936.10	$1,694.10	$1,645.70	$1,645.70	$1,645.70	$1,548.88
		EC	$1,751.72	$1,532.76	$1,488.96	$1,488.96	$1,488.96	$1,401.38
		FAM	$2,581.48	$2,258.80	$2,194.26	$2,194.26	$2,194.26	$2,065.18
MHC 430	MSI PP MN 3500-0% HSA	EE	$896.08	$784.06	$761.66	$761.66	$761.66	$716.86
	MV: 0.715	ES	$1,881.74	$1,646.54	$1,599.48	$1,599.48	$1,599.48	$1,505.40
		EC	$1,702.54	$1,489.72	$1,447.16	$1,447.16	$1,447.16	$1,362.04
		FAM	$2,509.00	$2,195.38	$2,132.66	$2,132.66	$2,132.66	$2,007.20
MHC 436	MSI PP MN 4000-0% HSA	EE	$872.54	$763.46	$741.66	$741.66	$741.66	$698.02
	MV: 0.691	ES	$1,832.30	$1,603.28	$1,557.46	$1,557.46	$1,557.46	$1,465.84
		EC	$1,657.82	$1,450.58	$1,409.14	$1,409.14	$1,409.14	$1,326.24
		FAM	$2,443.08	$2,137.70	$2,076.62	$2,076.62	$2,076.62	$1,954.46

MHC 442	MSI PP MN 4500-0% HSA	EE	$850.92	$744.56	$723.28	$723.28	$723.28	$680.74
	MV: 0.669	ES	$1,786.92	$1,563.56	$1,518.88	$1,518.88	$1,518.88	$1,429.54
		EC	$1,616.74	$1,414.66	$1,374.24	$1,374.24	$1,374.24	$1,293.40
		FAM	$2,382.58	$2,084.76	$2,025.18	$2,025.18	$2,025.18	$1,906.06
MHC 448	MSI PP MN 5000-0% HSA	EE	$830.94	$727.06	$706.30	$706.30	$706.30	$664.74
	MV: 0.648	ES	$1,744.94	$1,526.82	$1,483.20	$1,483.20	$1,483.20	$1,395.96
		EC	$1,578.76	$1,381.42	$1,341.94	$1,341.94	$1,341.94	$1,263.00
		FAM	$2,326.60	$2,035.76	$1,977.60	$1,977.60	$1,977.60	$1,861.28
MHC 454	MSI PP MN 6000-0% HSA	EE	$794.94	$695.56	$675.70	$675.70	$675.70	$635.94
	MV: 0.612	ES	$1,669.34	$1,460.68	$1,418.94	$1,418.94	$1,418.94	$1,335.48
		EC	$1,510.36	$1,321.56	$1,283.82	$1,283.82	$1,283.82	$1,208.30
		FAM	$2,225.80	$1,947.58	$1,891.92	$1,891.92	$1,891.92	$1,780.64
MHC 460	MSI PP MN 6500-0% HSA	EE	$778.62	$681.28	$661.82	$661.82	$661.82	$622.88
	MV: N/A below .60	ES	$1,635.06	$1,430.68	$1,389.80	$1,389.80	$1,389.80	$1,308.06
		EC	$1,479.36	$1,294.44	$1,257.46	$1,257.46	$1,257.46	$1,183.48
		FAM	$2,180.10	$1,907.58	$1,853.08	$1,853.08	$1,853.08	$1,744.08
MHC 466	MSI PP MN 7000-0% HSA	EE	$763.26	$667.84	$648.76	$648.76	$648.76	$610.60
	MV: N/A below .60	ES	$1,602.82	$1,402.46	$1,362.40	$1,362.40	$1,362.40	$1,282.26
		EC	$1,450.18	$1,268.90	$1,232.66	$1,232.66	$1,232.66	$1,160.14
		FAM	$2,137.10	$1,869.96	$1,816.54	$1,816.54	$1,816.54	$1,709.68
MHC 470	MSI PP MN 7500-0% HSA	EE	$748.76	$655.16	$636.44	$636.44	$636.44	$599.00
	MV: N/A below .60	ES	$1,572.38	$1,375.84	$1,336.52	$1,336.52	$1,336.52	$1,257.90
		EC	$1,422.64	$1,244.80	$1,209.24	$1,209.24	$1,209.24	$1,138.12
		FAM	$2,096.52	$1,834.46	$1,782.04	$1,782.04	$1,782.04	$1,677.22
MHC 476	MSI PP MN 8700-0% HSA	EE	$717.02	$627.40	$609.48	$609.48	$609.48	$573.62
	MV: N/A below .60	ES	$1,505.74	$1,317.52	$1,279.88	$1,279.88	$1,279.88	$1,204.60
		EC	$1,362.34	$1,192.06	$1,158.00	$1,158.00	$1,158.00	$1,089.88
		FAM	$2,007.66	$1,756.70	$1,706.52	$1,706.52	$1,706.52	$1,606.14

MHC Preferred Plan Descriptions

MHC 100 $500/1000 Ded, $40/75, 80/20% Coins, $2000/4000 OOP, $10/40/75 No Prev Rx, (OON: $5000/10000, 50%, $7500/15000) Embedded
MHC 106 $1000/2000 Ded, $40/75, 80/20% Coins, $2000/4000 OOP, $10/40/75 No Prev Rx, (OON: $5000/10000, 50%, $7500/15000) Embedded
MHC 112 $1500/3000 Ded, $40/75, 80/20% Coins, $3000/6000 OOP, $10/40/75 No Prev Rx, (OON: $5000/10000, 50%, $7500/15000) Embedded
MHC 118 $2000/4000 Ded, $50/100, 80/20% Coins, $4000/8000 OOP, $10/40/75 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 124 $2500/5000 Ded, $50/100, 80/20% Coins, $5000/10000 OOP, $10/40/75 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 130 $3000/6000 Ded, $50/100, 80/20% Coins, $6000/12000 OOP, $10/40/75 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 200 $1500/3000 Ded, $50/100, 100/0% Coins, $1500/3000 OOP, $10/40/75 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 206 $2000/4000 Ded, $50/100, 100/0% Coins, $2000/4000 OOP, $10/40/75 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 212 $2500/5000 Ded, $50/100, 100/0% Coins, $2500/5000 OOP, $10/40/75 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 218 $3000/6000 Ded, $50/100, 100/0% Coins, $3000/6000 OOP, $10/40/75 No Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 300 $3500/7000 Ded, 80/20% Coins, $4750/9500 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 312 $3500/7000 Ded, 80/20% Coins, $7000/14000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 318 $4000/8000 Ded, 80/20% Coins, $7000/14000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 324 $5000/10000 Ded, 80/20% Coins, $7000/14000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 330 $6000/12000 Ded, 80/20% Coins, $7000/14000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 400 $1750/3500 Ded, 100/0% Coins, $1750/3500 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Non-Embedded
MHC 406 $2000/4000 Ded, 100/0% Coins, $2000/4000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Non-Embedded
MHC 412 $2500/5000 Ded, 100/0% Coins, $2500/5000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Non-Embedded
MHC 418 $3000/6000 Ded, 100/0% Coins, $3000/6000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Non-Embedded
MHC 430 $3500/7000 Ded, 100/0% Coins, $3500/7000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 436 $4000/8000 Ded, 100/0% Coins, $4000/8000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 442 $4500/9000 Ded, 100/0% Coins, $4500/9000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 448 $5000/10000 Ded, 100/0% Coins, $5000/10000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 454 $6000/12000 Ded, 100/0% Coins, $6000/12000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 460 $6500/13000 Ded, 100/0% Coins, $6500/13000 OOP, Ded/Coins with Prev Rx, (OON: $10000/20000, 50%, $15000/29000) Embedded
MHC 466 $7000/14000 Ded, 100/0% Coins, $7000/14000 OOP, Ded/Coins with Prev Rx, (OON: $10500/21000, 50%, $15750/29000) Embedded
MHC 470 $7500/15000 Ded, 100/0% Coins, $7500/15000 OOP, Ded/Coins with Prev Rx, (OON: $11250/22500, 50%, $17000/29000) Embedded
MHC 476 $8700/17400 Ded, 100/0% Coins, $8700/17400 OOP, Ded/Coins with Prev Rx, (OON: $12750/25500, 50%, $19250/29000) Embedded

MHC Preferred Plan Notes:

1.) All of the above benefit descriptions are benefit outlines only. The details of benefit coverage are provided by the Plan Document applicable to each plan. In case of differences, the Plan Document applies.

2.) HSA-eligible plans will be indexed each year per IRS regulations.

3.) For a plan to be implemented, it must have a minimum of 1 enrollee. Final rates subject to approval once plan(s) have been selected.

4.) The above plan benefit schedules apply to all network options. Refer to the Plan Document for network benefit provisions.

5.) Preventative care is provided in-network at 100%, with no deductible or coinsurance. Preventative care coverage details are provided in the Plan Document.

6.) Preventative Rx refers to the list of drugs permitted to be covered at 100% and not subject to the deductible under HSA-qualified High Deductible Health Plans. See the Preventative Drug List for details.

7.) The lower copays for virtual care listed above under the copay plans apply only to Amwell and Virtuwell.

Submit alternative Portfolio Plan requests to your MHC Representative. Once approved, an updated confirmation sheet will be provided to finalize the plan selections.

Wellness Programs

Your Minnesota Healthcare Consortium health plan includes resources to help you and your employees stay healthy and get support – at no extra cost to employees.

PROGRAM	RESOURCES
Medica CallLink®	**Trusted answers day or night.** Get 24-hour health support from advisors and nurses. Call **1 (800) 962-9497** (TTY: **711**).
My Health Rewards by Medica®	**Get inspired to make positive changes.** Complete activities personalized just for you and earn rewards. Employees can earn up to $345 in rewards per year and spouse and dependents can earn up to $225 in rewards per year. *Employees:* • Download the free Personify Health app from the App Store or Google Play. • Open the app, choose *Create Account*, and search for and choose *Minnesota Healthcare Consortium* on the sponsor organization list. • Or go to **Medica.com/MHC** to create your account online. *Spouses and dependents ages 18+:* • Download the free Personify Health app from the App Store or Google Play. • Open the app, choose *Create Account*, and search for *Medica* on the sponsor organization list. Then choose *Medica My Health Rewards.* • Or go to **Medica.com/MHC** to create your account online.
Omada	**Personalized support to reach your health goals.** Omada's digital health programs give you the tools and support you need: • **Omada for Prevention** helps you make small changes to lose weight and reduce your risk for diabetes and heart disease. • **Omada for Diabetes** provides personalized coaching and digital tools to help you improve your blood glucose control. • **Omada for Joint & Muscle Health** helps you build muscle to prevent aches and pains, and connects you with a licensed physical therapist to help treat current muscle or joint pain, all on your mobile device and schedule. *(Available to members enrolled in a Medica Choice® Passport plan).* Learn more at **OmadaHealth.com/MHC.**
Ovia Health	**Access live and tailored 1:1 support for every journey**. Ovia Health is here to guide and support you through all of life's moments: From cycle tracking and trying to conceive, to pregnancy, parenting, and managing perimenopause and menopause. Get clinically-backed content and unlimited support from Ovia's Care Team of health coaches, registered nurses, nutritionists, and certified nurse midwives. Sign in to your member account to learn more about the Ovia apps and enroll at no cost: **Medica.com/SignIn.**
Calm Health	**Access Calm Health**, a mobile app with highly rated tools for mindfulness, sleep, and more, all at no additional cost to you. It's psychologist-designed programs, self-guided steps, and personalized recommendations to help you build life-changing habits.

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Buy-up Programs

AVAILABLE FOR AN ADDITIONAL FEE

MHC is a partner in bringing Minnesota schools, cities and counties the best health plans at the best pricing, along with extensive partner resources to serve the needs of the population.

Medical Spending Accounts

WEX, one of the nation's largest and highest-quality Medical Spending Account Administrators, to deliver top-tier HSA, VEBA, and FSA administration services. WEX offers a robust system tailored to the needs of MHC clients, capable of accommodating simple to complex plan designs. Learn more

Healthiestyou by TelaDoc

Access doctors and therapists by phone, web, or app, including programs for 24/7 virtual doctor visits, back care, dermatology, counseling and nutrition. Learn more

VSP Vision Care

Taking care of your eyes is easy with Minnesota Healthcare Consortium and VSP® Vision Care. VSP Vision Care offers both voluntary and employer paid plans. Employers can choose from a full-service plan that includes exam services benefits or a materials-only plan. Learn more

Medica Invest

Whether you want to eat healthier, sleep more, stress less, or get fit, My Health Rewards Invest is an online tool that helps you take small steps to reach your health goals. When you meet three wellness goals for sleep, activity, and nutrition, you'll get rewarded! Each month, you can earn up to $75, deposited quarterly into your health savings account. Learn more. Complete the buy-up form to participate

Employee Assistance Program

The Medica® Optum® Employee Assistance Program (EAP) is here for you through life's challenges. You can get answers and resources to tackle the tough issues you and your family face. Get 24/7 support from trained professionals at no extra cost. Your call and conversations with EAP specialists are kept confidential, in accordance with the law. Learn more. Complete the buy-up form to participate

Medicare Plans for Public Employers

MHC collaborates with Medica to offer Medicare eligible retirees and their eligible spouse a group Medicare plan that provides comprehensive medical coverage plus dental, vision and hearing benefits. There is no minimum participation requirement for the group to add this plan.

Support resources

Minnesota Healthcare Consortium

Resources for Group Leaders and Employees

Resources for Group Leaders

Medica Employer Service Center
The Medica Employer Service Center is the place to call when you have questions about benefits, claims and more as a Group Leader. Our team of senior-level professionals has the training, knowledge and resources to quickly:

- Clarify benefit information.
- Check claims and provider status.
- Order new ID cards and other materials.
- Get questions answered about the Medica member website.

Call the Employer Service Center at **1 (800) 936-6880.** We're available 8 a.m. - 5 p.m. CST Monday, Tuesday, Wednesday and Friday. And 9 a.m. - 5 p.m. on Thursdays. Or email MedicaServiceCenter@Medica.com.

Businessolver (formerly Capstone)
Businessolver can help with membership eligibility and enrollment questions, billing issues, demographic corrections and reset administrator passwords for Benefitsolver. Call **1 (515) 453-8723** or email **mhc@businessolver.com.**

Benefitsolver Portal
Access your employer monthly invoice on your Benefitsolver portal. View reports including: employee census, new hires, cobra qualifying events, address changes, employee termination, and many more. Visit **Benefitsolver.com.**

Resources for Employees

Medica Customer Service
When your employees have questions about their health plan benefits, we're here to help. Employees can call Customer Service to get answers to their questions:

- Is my doctor in the network?
- Do I have a copay? A deductible? Coinsurance?
- Has my claim been paid?
- How much will my prescription cost?
- What health and wellness programs are available?

Call Customer Service at **1-877-347-0282** (TTY: **711**). We're available 7 a.m.- 8 p.m. Monday - Friday and 9 a.m.-3 p.m. on Saturdays.

Support resources

Minnesota Healthcare Consortium

Medica CallLink for 24/7 nurse support
Medica CallLink connects employees with trusted advisors and nurses to get the health answers they need—at no extra cost.

- Learn more about a diagnosis.
- Decide what care will meet your needs.
- Understand symptoms and treatment options.
- Find a doctor or hospital and make an appointment.

Talk with an advisor or nurse, 24/7 at **1 (800) 962-9497** (TTY: **711**).

Medica member website
The Medica member website is your employees' one-stop resource for all kinds of information to help them manage their health plan benefits and improve their health:

- Order ID cards.
- Find out what their plan covers.
- Track claims.
- Find a health care provider.
- See what drugs are covered.
- Learn about health and wellness programs.

It only takes a few minutes to register. Employees can go to **Medica.com/SignIn** and follow the instructions to create their account and access their plan information.

My Health Rewards by Medica® support
Have questions about the My Health Rewards by Medica program? Call 1 (833) 450-4074 or email MyHealthRewards.Support@personifyhealth.com. Use the Chat button if you're using a web browser.

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Medica

Plan change notice

For 2027 Medica self-insured plan documents

Minnesota Healthcare Consortium (MHC)

We review our self-insured plans each year to make sure they meet market and regulatory compliance standards.

These changes will be included in your new Plan Document(s) as applicable for your renewal. Note that the plans listed below represent all plans offered by MHC. **Updates will be applied to the specific benefits covered by your organization's plans if applicable.**

Note: We don't test self-insured plan designs for compliance with mental health parity requirements. If you have related questions, please reach out to your benefit advisors.

This grid is accurate as of 7/24/2026. If there are further updates, we'll share those changes.

Internal Revenue Service (IRS) guideline changes		
2027 high-deductible health plan (HDHP) HSA updates* Section(s) impacted: • Deductible, Out-of-pocket maximum and Lifetime maximum ***HSA plans only**	Following IRS HDHP limitations for 2027.	**2027 HDHP limitations updates:** Deductible — embedded • Single: $3,500 - $8,700 • Family: $3,500 - $17,400 Deductible — non-embedded • Single: $1,750 - $8,700 • Family: $3,500 - $12,000 Out-of-pocket maximum — embedded • Single: $3,500 - $8,700 • Family: $3,500 - $17,400 Out-of-pocket maximum — non-embedded • Single: $1,750 - $8,700 • Family: $3,500 - $12,000

Medica

Standard language, benefit and administrative changes

Description	Current Coverage	Coverage Change
Prescription coverage with coinsurance and minimum-maximum copays Section(s) impacted: • Prescription Drugs	Prescription drug coverage is coinsurance with a copay minimum and copay maximum or coinsurance with a minimum copay	Change prescription drug coverage to coinsurance with a maximum copay **Reason** Regulatory requirement and plan alignment
Outpatient Hospital-based clinic services configuration ***Non-HSA plans only**	Outpatient Hospital-based clinic visits follow the Outpatient Hospital benefit	Certain Outpatient Hospital-based clinic visits to align with the Office Visit cost share type and amount **Reason** Mental Health Parity
New section added <u>language change only</u> Section(s) impacted: • Professionally Administered Drugs	Currently "professionally administered drugs" referenced throughout document	Add **Professionally Administered Drugs** section to centralize information **Reason** Document clarity
Non-discrimination Policy <u>language change only</u> Section(s) impacted: • Introduction; Medica's nondiscrimination policy	For more information, see the non-discrimination notice at the beginning of this plan.	Remove language directing members to non-discrimination notice at the beginning of the plan because it is no longer there **Reason** Document clarity
Deductible and Out-of-pocket maximum clarification <u>language change only</u> Section(s) impacted: • Key Concepts; Deductibles • Key Concepts; Out-of-pocket maximum • Definitions; Deductibles • Definitions; Out-of-pocket maximum	Currently highlights what is included in deductible and out-of-pocket maximum	Add/update list with examples of what does not apply to deductible and out-of-pocket maximum **Reason** Document clarity

Scalp hair prosthesis Section(s) impacted: • Durable Medical Equipment, Orthotics, Prosthetics and Medical Supplies	Currently covered for alopecia areata or treatment for cancer	Add coverage for trichotillomania including a note that the limit does not apply to services for the treatment of mental health and/or substance use conditions. **Reason** Mental Health Parity
Emergency Room admissions <u>language change only</u> Section(s) impacted: • Emergency Room Services	Currently not included in plan document	Add language: If you are admitted from the emergency room to the hospital as an inpatient or placed under observation, benefits for those services are provided under the **Hospital Services** section of this plan **Reason** Document clarity
Home Health Care limit Section(s) impacted: • Home Health Care	**Home Health Care** – Benefit table If you are also enrolled in the Medical Assistance Program, you may be eligible for additional skilled nursing care.	Update language to: If you are also enrolled in the Medical Assistance Program, you may be eligible for additional skilled nursing care through the Medical Assistance Program. However, in no event will the total number of home health visits covered by Medica exceed the number of visits set forth above. **Reason** Consistency in the coverage of home care nursing services in accordance with MN statute
Hospice Eligibility Section(s) impacted: • Hospice Services	You will be considered terminally ill if there is a written medical prognosis by your physician that your life expectancy is six months or less if the terminal illness runs its normal course	Update six months to one year **Reason** Mental Health Parity

Travel-related preventive treatment language change only Section(s) impacted: • Physician and Professional Services; What's covered	Currently not included in plan document	Add language: Medica covers medically necessary travel-related preventive treatment recommended by the Centers for Disease Control and Prevention (CDC) **Reason** Document clarity
Postnatal home visit language change only Section(s) impacted: • Pregnancy – Maternity Care	Plan states one visit is covered within 4 days of discharge	Remove requirement for visit to occur within 4 days of discharge **Reason** Document clarity
Tobacco Cessation products through mail order pharmacy Section(s) impacted: • Prescription Drugs	Tobacco cessation products are not available through a mail order pharmacy	Remove note from benefit table and **What's not covered** **Reason** Mental Health Parity
Tobacco Cessation quantity limits language change only Section(s) impacted: • Prescription Drugs	Coverage for tobacco cessation includes all FDA-approved tobacco cessation products that are considered preventive health services. This coverage includes up to a 180-day supply of tobacco cessation medication within a 365-day period.	Update language to: All FDA approved tobacco cessation products that are considered preventive health services are covered with no cost sharing for up to a 180-day supply within a 365-day period. After the preventive coverage limits are met, tobacco cessation medications are covered under the **Prescription Drugs** section **Reason** Mental Health Parity
New-to-market products language change only Section(s) impacted: • Prescription Drugs; What's not covered • Prescription Specialty Drugs; What's not covered	**Prescription Drugs** and **Prescription Specialty Drugs** New-to-market drugs: Products recently approved by the FDA and introduced into the market will not be covered until they are reviewed and considered for placement on the Drug List.	Update language to: New-to-market products, including but not limited to drugs, biologics, biosimilars and professionally administered drugs that are recently approved by the FDA (including approval for a new indication) and introduced into the market will not be covered until they

• What's Not Covered	**What's Not Covered** New-to-market biologics, biosimilars and professionally administered drugs. Biologics, biosimilars and professionally administered drugs recently approved by the FDA (including approval for a new indication) will not be covered until they are reviewed and approved for coverage by Medica.	are reviewed and considered for placement on the Drug List **Reason** Document clarity
Non-routine vaccines <u>language change only</u> Section(s) impacted: • Prescription Drugs • Prescription Specialty Drugs	Currently not referenced in plan document	Add exclusion: Non-routine vaccines and their administration. However, medically necessary non-routine vaccines (e.g., rabies vaccines) may be covered under other sections of this plan, depending on the type of services provided **Reason** Document clarity
Excluded drug list <u>language change only</u> Section(s) impacted: • Prescription Drugs • Prescription Specialty Drugs • Professionally Administered Drugs	Currently not referenced in plan document	Add exclusion: Drugs on the Excluded List. These are prescription drugs, including but not limited to biologics and biosimilars, that have an alternative drug available that is similar in safety and effectiveness and is more cost-effective. In certain instances, Medica may approve an exception request for coverage of clinically appropriate drugs on the Excluded List **Reason** Document clarity
Women's preventive health services <u>language change only</u> Section(s) impacted: • Preventive Health Care	**Preventive Health Care** – Benefit table 5. Women's preventive health services including…	Add language to benefit table: …comprehensive lactation support and counseling by a trained provider during pregnancy and/or in the postpartum period, costs for breastfeeding equipment, screening and counseling for interpersonal and domestic violence… **Reason** Document clarity

Physical therapy, Speech therapy, Occupational therapy* Section(s) impacted: • Rehabilitative and Habilitative Therapies ***Non-HSA plans only**	Cost share (i.e. copay or coinsurance) does not match	Physical therapy, Speech therapy and Occupational therapy and outpatient facility must match cost share (i.e. copay or coinsurance) **Reason** Mental Health Parity
Habilitative Services and rehabilitative services language change only Section(s) impacted: • Rehabilitative and Habilitative Therapies	Habilitative services and Rehabilitative services listed separately under Physical therapy, Speech therapy, and Occupational therapy	Consolidate habilitative and rehabilitative services under each therapy in benefit table **Reason** Document clarity
Organ procurement costs language change only Section(s) impacted: • Transplant Services; What's not covered	Currently not defined in plan document	Add exclusion: Organ procurement costs for a covered person who is donating an organ to another person. Organ procurement costs may be covered by the organ recipient's health insurance policy **Reason** Document clarity
Non-covered services exclusion language change only Section(s) impacted: • What's Not Covered	Currently not defined in plan document	Add exclusion: Medical and hospital services that are directly related to a non-covered service will not be paid. If a particular type of service is denied, the bundle of services that accompanies that service, services that would not have been provided but for the provision of the non-covered service, are not covered. Medica does cover emergency services that are received to treat complications of a non-covered service **Reason** Document clarity
Exclusion for alternative medicine language change only	Currently not defined in plan document	Add exclusion: Alternative medicine that is not otherwise described in this plan.

Section(s) impacted: • What's Not Covered		"Alternative medicine" is any treatment, service or therapy that does not meet medical necessity because it is not consistent with medical standards and accepted practice parameters of the community, as determined by health care providers who typically manage the condition, procedure or treatment at issue **Reason** Document clarity
Services within scope of licensure <u>language change only</u> Section(s) impacted: • What's Not Covered	Currently not defined in plan document	Add exclusion: Services which are not within the scope of licensure or certification of the provider **Reason** Document clarity

MHC and Medica Additional Programs

The supplemental programs listed below are available at an additional fee for member groups in our health insurance pool. The premium provided on the renewal confirmation page does not include the fees for the programs below. If selected, the per subscriber per month (PSPM) fee will be added to your premium invoice and billed monthly.

My Health Rewards - Invest

Check to Select ☐

The **Invest** program is a supplement to the standard My Health Rewards program offered by Medica and MHC. Additional monthly wellness challenge goals for sleep, activity, and nutrition are incorporated. The program offers rewards of up to $75 per month totaling a potential of $900 per year per participant. This health and wellness program is for employees enrolled in an HSA plan.

Additional Cost Implementation Fee: None $4.00 PSPM

My Health Rewards - Results

Check to Select ☐

The **Results** program is a supplement to the standard My Health Rewards program offered by Medica and MHC. This program focuses on healthy biometric screenings and offers additional points in the My Health Rewards program for employees when their health numbers fall within recommended ranges. Biometric screenings may be available at clinic's or doctor's office when you bring the health screening form, or they can be completed through many national networks.

Additional Cost Implementation Fee $1500.00 $1.50 PSPM + $55/screening

Optum - Employee Assistant Program (EAP)

Check to Select ☑

The Medica® Optum® Employee Assistance Program (EAP) assists with challenges affecting your employees or workplace. Master's-level specialists are available 24/7 to assist your employees and their families with a variety of personal concerns. Management consultants can help you handle workplace challenges — from job performance to regulatory compliance. You also have access to 150 on-site hours for training workshops and crisis response if you need it.

Additional Cost Implementation Fee: None $1.80 PSPM

Lead Time for program start: None

Authorized Signature:

Group Name: Date:

We are not not electing any additional programs for this renewal cycle: ☐

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.G.
Agenda Section:	Regular Business	**Originating Department:**	Human Resources
Resolution:	Yes	**Prepared By:**	Alissa Gambrel, Human Resources Director
Ordinance:	No	**Presented By:**	Alissa Gambrel, Human Resources Director
Item:	Resolution Approving City Health Insurance Contributions in 2027 For Nonunion City Employees		

RECOMMENDED ACTION:
Adopt the Resolution approving the City Health Insurance Contributions in 2027 for Nonunion Employees

OVERVIEW:
City contributions for single and family insurance coverage were previously approved. At that time, it was unknown whether employee+children and employee+spouse coverage levels would be available in 2027. With the availability of those coverage levels confirmed for 2027, it is recommended that the City contribute to those plans at the same proportion as approved for single and family coverage.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution re Nonunion Health Insurance

CITY OF WILLMAR
RESOLUTION NO.

APPROVING CITY HEALTH INSURANCE CONTRIBUTIONS IN 2027 FOR NONUNION CITY EMPLOYEES

WHEREAS, the City of Willmar City Council must approve the City of Willmar's (City) contributions to health insurance for nonunion City employees for calendar years in which it has not taken formal action on such items.

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

1. In calendar year 2027, the Employer will pay up to the following amounts monthly towards insurance premiums for calendar year 2027 for Employees for either the employee+children or employee+spouse coverage chosen by the Employee within the health insurance plan offered by the Employer: (i) for employee+children coverage, $1,318.02; and (ii) for employee+spouse coverage, $1,456.59.

2. In calendar year 2027, the Employer will deposit into the Employee's HSA the amount of $500.00 each month for those enrolled in either the employee+children or employee+spouse coverage, chosen by the Employee within the HSA plan offered by the Employer.

Voting in Favor:

Voting Against:

Resolution duly seconded and passed this 5th day of October, 2026.

City Clerk

Mayor

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.H.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Allie Paulsen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Resolution to Acknowledge Donations for the Third Quarter of 2026		

RECOMMENDED ACTION:

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

BUDGETARY/FISCAL ISSUES:
Q3 donations total: $13,500.00

ALTERNATIVES TO CONSIDER:
None to consider.

ATTACHMENTS:
1. Resolution for Q3 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 July 1, 2026, through September 30, 2026.

Amount	From	For/Purpose
$500.00	Ameriprise Financial	Everyone Has a Rhythm Program
$5,000.00	Bethesda	Welcome Week
$1,000.00	Steven and Heidi Ahmann	Adopt-a-Bench Program
$1,000.00	CommunityGiving	Youth and Adult Programs
$1,000.00	Purpose Artisans	Welcome Week
$5,000.00	University of Minnesota / CentraCare Willmar Rural Family Medicine Residency	Welcome Week

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

Dated this 5th day of October, 2026

_____

MAYOR

Attest:

_____

CITY CLERK

City Council Action Request

Council Meeting Date:	October 5, 2026	**Agenda Item Number:**	10.I.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Chris Frank, Planning and Development Director
Ordinance:	No	**Presented By:**	Chris Frank, Planning and Development Director
Item:	Scheduling of Joint Work Session for Zoning Ordinance for November 4, 2026		

RECOMMENDED ACTION:
Motion to Schedule a Joint Work Session with the City Council and Planning Commission to Review the New Zoning Ordinance

OVERVIEW:
City staff are requesting a joint work session with the City Council and Planning Commission to review the progress on the draft of the new zoning ordinance, including reviewing draft provisions, discussing public outreach and feedback, and schedule for final implementation.

City staff propose November 4, 2026 at 6:00PM, located at the Former Rice Home Medical building, address of 2424 1st St S, Willmar, MN 56201.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None