WILLMAR CITY COUNCIL MEETING

MONDAY, SEPTEMBER 21, 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 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
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Regular Business

   A. 2025 Audit Review
   B. Willmar Municipal Utilities Update
   C. Flock Contract
   D. Consider Approval of Payroll and Human Capital Management Services Agreement with Paycom Payroll, LLC

E. Consider Approval of a new Job Description
F. Robbins Island Amphitheater Project Change Order #1
G. Robbins Island Amphitheater Project — 3-Phase Electrical Installation
H. Highway 23 Local Match Commitment
I. ELLS 1, 3 & 4 Panel Replacement Project Bid Award
J. Proposed Lease with Option to Purchase of Industrial Park Land
K. Removal of Parking Time Restriction on Portion of Becker Ave
L. Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for Westwind Homes Project
M. Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for PCLT Project
N. Call for a Budget Work Session

10. Announcements
11. Adjourn

WILLMAR CITY COUNCIL PROCEEDINGS
WILLMAR MUNICIPAL UTILITIES AUDITORIUM
700 LITCHFIELD AVE SW, WILLMAR, MN 56201

September 8, 2026
6:30 PM

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Tom Gilbertson, Steve Gardner, Rick Fagerlie, Vicki Davis, and Carl Shuldes, Excused: Tom Butterfield, Present 8, Absent 1.

Also present were Acting City Administrator Kyle Box, Police Chief Michael Holme, Fire Chief Frank Hanson, Finance Director Tom Odens, Planning and Development Director Chris Frank, Human Resource Director Alissa Gambrel, Public Works Director Shane Stefanick, Wastewater Superintendent Jason Lindahl, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, Information Systems Director Jonah Johnson, City Clerk Vernae Larsen, and City Attorney Robert Scott.

With no additions or deletions to the agenda, Council Member Ask moved to **Approve the Agenda as Presented.** Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

PROCLAMATION

A. **Willmar Welcome Week Proclamation**

Mayor Reese read a proclamation honoring Welcome Week and proclaimed Saturday, September 12, 2026, as "Welcome Week Day" in the City of Willmar.

CONSENT AGENDA

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

A. City Council Minutes of August 17, 2026
B. City Council Work Session of August 31, 2026
C. Willmar Municipal Utilities Commission Minutes of August 24, 2026, Draft
D. Planning Commission Minutes of July 8, 2026
E. Planning Commission Minutes of August 19, 2026_Draft
F. Diamond Edge Figure Skating Club Lawful Gambling Application

G. Diamond Edge Figure Skating Club Lawful Gambling Application

H. **Resolution No. 2026-113** Buffalo Lake Lions Club Conduct Off-Site Lawful Gambling Application Knights of Columbus Lawful Gambling Application

I. Consideration Approval of Retail Registration Renewal Application for a Cannabis Microbusiness - Cloud Nine Farms LLC currently dba Hemponix Holdings LLC

J. Consideration Approval of Renewal Application for a Medical Cannabis Combination Business License — LeafLine Labs, LLC dba RISE Willmar

K. Plat Approval for: City of Willmar Road Right of Way Plat No. 1 - 5

L. Authorize Staff to Release Agriculture Land Bid Packet

M. **Resolution No. 2026-114** Airport Runway 13/31 Reject Bid and Authorize Re-Bid

N. **Resolution No. 2026-115** Accept and Final Project No. 2503-B Street Improvement Project West

O. **Resolution No. 2026-116** Accept and Final Project No. 2501-A 20th Street SE Reconstruction

P. Accounts Payable Report, 8/13/2026 - 9/2/2026

Information:

Q. Monthly Building Permit Report August 2026

R. Willmar Municipal Utilities Commission Application

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

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

OPEN FORUM

Ian Bergh, 2205 5th Ave. SE, spoke about trust in local government.

Mark Boeschen, 909 Irene Ave SE, spoke in opposition to Flock cameras being used in the city.

PUBLIC HEARING

A. **2027 Improvement Hearing**

Mayor Reese opened the public hearing at 6:55 p.m. to discuss the proposed 2027 Improvements. City Engineer Jared Voge presented pertinent information to the Mayor and Council.

Roger Koehls, 909 5th St SW, addressed the Mayor and Council with questions about the current assessment policy. He owns two homes, one on Monongalia SW & one on 4th St SW. The home on Monongalia is a corner lot that corners 16th Street SW and he asked about the corner lot assessment policy. He also questioned the letter he received that stated he would be assessed for water and sewer but that he believes his water and sewer connections are on Monongalia and not on 16th Street. Mr. Voge will be in contact with him to investigate this further.

Duane Bonnema, 10251 120th Avenue SW, owns a lot located at 1805 22nd Street SW addressed the Mayor and Council requesting that he have a driveway placed on his lot instead of curb and gutter when they redo 22nd Street next year. Mr. Voge will be in touch with him to see if this is possible.

Renae Nolte, Director, West Central Industries located on SW 22nd Street, addressed the Mayor and Council and requested that West Central Industries have road access during the project for their clients who have disabilities.

There being no others present to speak for or against the proposed 2027 projects, Mayor Reese closed the public hearing at 7:03 p.m. Council Member Gilbertson moved to **Adopt Resolution No. 2026-117 ordering the 2027 Street and Other Improvements and approving preparation of the plans and specifications**. Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

A motion was made by Council Member Ask to **Adopt Resolution No. 2026-118 Approving the Preliminary Budget for the 16th Street Reconstruction Project in the amount of $3,200,500.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Gardner made a motion **to Adopt Resolution No. 2026-119 Approving the Preliminary Budget for the 2027 Mill & Overlay Project in the amount of $2,356,800.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Shuldes moved to **Adopt Resolution No. 2026-120 Approving the Preliminary Budget for the Stormwater Capital Improvements Project in the amount of $987,300**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

A motion was made by Council Member Ask and seconded by Council Member Nelsen to **Adopt Resolution No. 2026-121 approving the Intent to Reimburse for the costs incurred on the 2027 Street and Other Improvement projects**. The motion carried on a roll call vote of Ayes 7, Noes 0.

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

REGULAR BUSINESS

A. **Receive the Mayor's Proposed Budget for 2027 and consider setting the Preliminary Property Tax Levy**

Finance Director Tom Odens presented the Mayor's Proposed 2027 Budget and requested approval to set the preliminary levy for property taxes payable in 2027 and to set the Truth in Taxation hearing. A motion was made by Council Member Shuldes to **Adopt Resolution No. 2026-122 setting the preliminary levy for property taxes payable 2027, and setting the Truth in Taxation hearing on December 7, 2026 on or after 6:30pm.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 6, Noes 1.

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

B. **Receive the proposed 2027 Kandiyohi County/City of Willmar Economic Development Budget**

Kandiyohi County Economic Development Executive Director Sheri Wegner presented the KCED 2027 budget and requested approval. A motion was made by Council Member

Davis **to adopt the proposed 2027 budget for the Kandiyohi County and City of Willmar Economic Development Commission (EDC).** Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

C. **Public Works Garage Roof Project Change Order No. 1, Accept & Final**

Public Works Director Shane Stefanick requested approval for Change Order No. 1, provided information regarding the funding source for this change, and requested authorization for the final payment to The Jamar Company. Council Member Fagerlie made a motion to **Adopt Resolution No. 2026-123 Approving Change Order No. 1 in the amount of $9,875 and accepting the Public Works Garage Roof Project and Authorize final payment to The Jamar Company in the amount of $148,386.25**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

D. **Emerald Ash Borer Management Plan**

Public Works Director Shane Stefanick presented the proposed Emerald Ash Borer Management Plan. A motion was made by Council Member Fagerlie to Adopt the **Emerald Ash Borer Management Plan.** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

E. **Downtown I&I Study**

City Engineer Jared Voge presented the findings from the Downtown Sanitary Sewer Inflow & Infiltration (I&I) Assessment and requested approval of the report. Council Member Fagerlie made a **Motion to Accept the Downtown Sanitary Sewer Inflow & Infiltration (I&I) Assessment Report**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

F. **MnDOT Cooperative Construction Agreement**

City Engineer Jared Voge requested approval of a land agreement with MnDOT for a land sale and grading and drainage improvements adjacent to TH 12. A motion was made by Council Member Fagerlie to **Adopt Resolution No. 2026-124 approving the Land Acquisition Agreement with MnDOT in the amount of $500, pending final review by the City Attorney.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Gilbertson made a motion to **Adopt Resolution No. 2026-125 Approving Cooperative Construction Agreement No. 10063540 with MnDOT for grading and drainage improvements adjacent to TH No. 12**. The motion was seconded by Council Member Nelsen, which carried on a roll call vote of Ayes 7, Noes 0.

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

G. **2027 Improvement Projects Design & Construction Engineering Services**

Public Works Director Shane Stefanick requested approval to award the 2027 Improvement Projects Design & Construction Engineering Services to Bolton and Menk, Inc. A motion was made by Council Member Nelsen to **Adopt Resolution No. 2026-126 Awarding the 2027 Improvement Projects Design & Construction Engineering Services to Bolton and Menk, Inc. in the amount of $780,660.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

H. **Consider Approval of an Updated and Reclassified Job Description and Additional Position**

Human Resource Director Alissa Gambrel requested approval to update and reclassify the Environmental Compliance Manager job description and the addition of an Environmental Compliance Technician position in the Public Works Wastewater department. A motion was made by Council Member Ask to **table this topic until the next council meeting.** Council Member Nelsen seconded the motion, which failed on a roll call vote of Ayes 2, Noes 5.

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

A motion was made by Council Member Gilbertson to **Approve updates to and reclassification of Environmental Compliance Manager job description and addition of an Environmental Compliance Technician position in the Public Works Wastewater department.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 6, Noes 1.

Ayes	Stephen Gardner, Vicki Davis, Rick Fagerlie, Thomas Gilbertson, Carl Shuldes, Audrey Nelsen
Noes	Justin Ask

I. **Consideration of The Roaring 20's LLC On-Sale and Sunday Liquor Licenses**

City Clerk Vernae Larsen requested approval for The Roaring 20's LLC On-Sale Liquor License Through the Fiscal Year Ending April 25, 2027, and the Sunday Liquor License ending December 31, 2026, Pending Police Department Approval. A motion was made by Council Member Fagerlie to **Approve the On-Sale and Sunday Liquor Licenses for The Roaring 20's LLC, pending Police Department Approval.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

J. **Set Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges**

City Clerk Vernae Larsen requested a Public Hearing be set for the Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges. Council Member Ask moved to **Set a Special Assessment Hearing for Unpaid Weed/Grass Mowing Removal Charges for October 5, 2026**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

K. **Set Special Assessment Hearing for Unpaid Fire Alarm System Charges**

City Clerk Vernae Larsen requested a Public Hearing be set for the Special Assessment Hearing for Unpaid Fire Alarm System Charges. Council Member Fagerlie moved to **Set a Special Assessment Hearing for Unpaid Fire Alarm System Charges for October 5,**

2026. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

L. **Set Special Assessment Hearing for Unpaid Snow or Ice Removal Charges**

City Clerk Vernae Larsen requested a Public Hearing be set for the Special Assessment Hearing for Unpaid Snow or Ice Removal Charges. Council Member Fagerlie made a motion to **Set a Special Assessment Hearing for Unpaid Snow or Ice Removal Charges for October 5, 2026.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

M. **Approve Out-of-Class Pay**

Human Resource Director Alissa Gambrel requested approval for Operations Director Kyle Box to receive out-of-class pay for performing duties and responsibilities of City Administrator. A motion was made by Council Member Shuldes to **approve out-of-class pay for Operations Director Kyle Box for performing duties and responsibilities of City Administrator in amount equivalent to $10,504 annualized prorated retroactive to May 19, 2026 through the earlier of the calendar day preceding the date he is no longer employed as Operations Director or is no longer performing duties and responsibilities of City Administrator**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

N. **City Administrator Appointment and Employment Agreement**

Human Resource Director Alissa Gambrel requested approval of appointment of Kyle Box as City Administrator and the Employment Agreement. Council Member Fagerlie moved to **Approve the appointment of Kyle Box as City Administrator with a start date of September 9, 2026, Approve Employment Agreement between City of Willmar and Kyle Box and Direct the City of Willmar Signatories to Sign and Execute the Agreement**. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

O. **City Council / Willmar Municipal Utilities Commission Joint Meeting**

City Administrator Kyle Box requested approval to Schedule a Joint Meeting between the City Council and the Willmar Municipal Utilities Commission. Council Member Ask moved to **Schedule a Joint Meeting between the City Council and the Willmar Municipal Utilities Commission on Monday, October 5, 2026, at 5:00 PM. Location: the Board Room at the Kandiyohi County Health and Human Services Building, 2200 – 23rd STREET NE, Willmar, MN 56201**. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

The mayor called for a ten-minute recess at 8:43 PM. The meeting resumed at 8:51 PM.

CLOSED SESSION

A. **Closed Session to develop or consider offers or counteroffers for the purchase or sale of real or personal property pursuant to MN Stat. 13D.05 Subd.3(c): PID: 95-917-5510**

A motion was made by Council Member Ask to enter into **Closed Session pursuant to Minn. Stat. § 13D.05, subd. 3(c) to discuss Parcel 95-917-5510.** Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

The Council entered into closed session at 8:52 PM. City Staff present were City Administrator Kyle Box, Finance Director Tom Odens, Public Works Director Shane Stafanick, Planning and Development Director Chris Frank, City Clerk Vernae Larsen, City Attorney Robert Scott and KCED Executive Director Sheri Wegner. **Closed Session concluded at 9:35 PM.**

B. **Closed Session to develop or consider offers or counteroffers for the purchase or sale of real or personal property pursuant to MN Stat. 13D.05 Subd.3(c): PID: 95-378-0010**

A motion was made by Council Member Fagerlie to enter into **Closed Session pursuant to Minn. Stat. § 13D.05, subd. 3(c) to discuss Parcel 95-378-0010.** Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

The Council entered into closed session at 9:36 PM. City Staff present were City Administrator Kyle Box, Finance Director Tom Odens, Public Works Director Shane Stafanick, Planning and Development Director Chris Frank, City Clerk Vernae Larsen and City Attorney Robert Scott. **Closed Session concluded at 9:51 PM.**

With no further business to discuss, Council Member Ask moved to **Adjourn at 9:51 PM.** Council Member Fagerlie seconded the motion, which carried unanimously.

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

_____
MAYOR

Attest:

_____
CITY CLERK

RESOLUTION NO. 2026-113

REQUESTING THAT THE MINNESOTA GAMBLING CONTROL BOARD APPROVE THE APPLICATION FOR A CONDUCT OFF-SITE PERMIT FOR THE BUFFALO LAKE LIONS CLUB

Motion By: Ask Second By: Davis

WHEREAS, the Buffalo Lake Lions Club has applied to the Minnesota Gambling Control Board to obtain a Conduct Off-Site Permit for a Gambling License at the Best Western Plus/Conference Center located at 240 23rd Street SE on January 29, 30 and 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that the City approves of the Conduct Off-Site Permit for the Buffalo Lake Lions Club and respectfully requests that the State of Minnesota Gambling Control Board approve the Conduct Off-Site Permit to the Buffalo Lake Lions Club.

Dated this 8th day of September, 2026.

/S/ Douglas E. Reese
MAYOR

ATTEST:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2026-114

A RESOLUTION REJECTING THE BID AND RE-AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR THE AIRPORT 13/31 RUNWAY PAVEMENT MAINTENANCE PROJECT.

Motion By: Ask Second By: Davis

WHEREAS the City Engineer of the City of Willmar received bids for the Airport 13/31 Pavement Maintenance Project for the City of Willmar on May 27, 2026;

WHEREAS the bid of Fahrner Asphalt Sealers, LLC is above the estimated project budget;

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

The bid of Fahrner Asphalt Sealers, LLC received is hereby rejected. Publication of the re-advertisement for bids is herewith authorized. Bid packages will be publicly opened and read at the City Office Building, 333 Southwest Sixth Street, Willmar, Minnesota.

Dated this 8th day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2026-115

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

Motion By: Ask Second By: Davis

IMPROVEMENT: Project No. 2503-B: Street Improvement Project West

CONTRACTOR:	Duininck, Inc.
DATE OF CONTRACT:	March 17, 2025
BEGIN WORK:	July 8, 2025
COMPLETE WORK:	July 6, 2026

APPROVE, ENGINEERING DEPT: August 17, 2026

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

1. The said City of Willmar Project No. 2503-B be herewith approved and accepted by the City of Willmar.

2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	$2,072,903.60
CHANGE ORDER NO. 1	-$110,715.40
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	$1,962,188.20
Less Previous Payments	$1,864,078.79
FINAL PAYMENT DUE CONTRACTOR:	**$98,109.41**

Dated this 8th day of September, 2026

___/S/ Douglas E. Reese_____
Mayor

Attest:

____/S/Vernae Larsen_____
City Clerk

Resolution No. 2026-116

A RESOLUTION ACCEPTING PROJECT NO. 2501-A AND AUTHORIZING FINAL PAYMENT.

Motion By:___Ask_____ Second By:___Davis_____

IMPROVEMENT: Project No. 2501-A: 20th Street SE Reconstruction

CONTRACTOR:	Kurilla Contracting Co.
DATE OF CONTRACT:	March 3, 2025
BEGIN WORK:	May 13, 2025
COMPLETE WORK:	July 8, 2026
APPROVE, ENGINEERING DEPT:	August 18, 2026

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

1. The said City of Willmar Project No. 2501-A be herewith approved and accepted by the City of Willmar.

2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	$411,157.40
CHANGE ORDER NO. 1	$5,650.00
CHANGE ORDER NO. 2	-$2,134.50
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	$414,672.90
Less Previous Payments	$386,250.43
FINAL PAYMENT DUE CONTRACTOR:	**$28,422.47**

Dated this 8th day of September, 2026

__/S/ Douglas E. Reese_____
Mayor

Attest:

____/S/Vernae Larsen_____
City Clerk

RESOLUTION NO. 2026-117

A RESOLUTION ORDERING THE 2027 STREET AND OTHER IMPROVEMENTS AND DIRECTING STAFF TO PREPARE FINAL PLANS AND SPECIFICATIONS.

Motion By:____Gilbertson_____ Second By:__Nelsen_____

WHEREAS, after due Notice of Public Hearing on the construction of street and other improvements for the City of Willmar, Minnesota, hearing on said improvements was duly held and the Council heard all persons desiring to be heard on the matter and fully considered the same.

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

1. It is advisable, expedient, and necessary that said improvements as described in the Notice of Hearing thereon be constructed and the same are hereby ordered made.

2. The improvements described in said Notice of Hearing are hereby designated and shall be known as 2027 Street and Other Improvements.

3. The City's Engineer is hereby directed to prepare final plans and specifications for said improvements.

4. The City Council shall let the contract for all or part of the work for said improvements or order all or part of the work done by day labor or otherwise as authorized by Minnesota Statutes, Section 429.041, Subdivision 2, within one year of the date of this resolution ordering said improvements.

Dated this 8th day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2026-118
16TH STREET SW IMPROVEMENTS
PRELIMINARY BUDGET
TOTAL COST $3,200,500
*Budget Amounts are Essential

Motion By: Ask Second By: Fagerlie

Code				
PERSONNEL SERVICES			**RECEIVABLES**	
10*	Salaries Reg. Employees		Assessments Prop Owners	$697,200
11*	Overtime Reg. Employees		Levy	$1,384,000
12*	Salaries Temp. Employees		MSA	$0
13*	Employer Pension Contr.		MUC	$503,600
14*	Employer Ins. Contr.		WTP	$458,100
	TOTAL	**$0.00**	LOST	$157,600
			TOTAL	**$3,200,500**
SUPPLIES				
20*	Office Supplies		**FINANCING**	
21*	Small Tools		GENERAL	$2,081,200
22*	Motor Fuels & Lubricants		LOST	$157,600
23*	Postage		MSA	$0
24	Mtce. of Equipment		WTP	$458,100
25	Mtce. of Structures		MUC	$503,600
26	Mtce. of Other Improvements			
27	Subsistenance of Persons		**TOTAL**	**$3,200,500**

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.	$2,530,700	
37	Subsistence of Persons		
38	Cleaning & Waste Removal		
39*	Other Services	$126,700	
	TOTAL	**$2,657,400**	
OTHER CHARGES			
46*	Prof. Serv.	$543,100	
49	Other Charges		
	TOTAL	**$543,100**	
	GRAND TOTAL	**$3,200,500**	

GRAND TOTAL	**$3,200,500**

Dated this 8th day of September, 2026

__/S/ Douglas E. Reese_____
Mayor

Attest:

_/S/Vernae Larsen_____
City Clerk

RESOLUTION NO. 2026-119
2027 MILL & OVERLAY IMPROVEMENTS
PRELIMINARY BUDGET
TOTAL COST $2,356,800
*Budget Amounts are Essential

Motion By:____Gardner_____ Second By:_____Nelsen_____

Code				
PERSONNEL SERVICES			**RECEIVABLES**	
10*	Salaries Reg. Employees		Assessments Prop Owners	$959,100
11*	Overtime Reg. Employees		Levy	-$959,100
12*	Salaries Temp. Employees		MSA	$2,356,800
13*	Employer Pension Contr.		MUC	$0
14*	Employer Ins. Contr.		WTP	$0
	TOTAL	**$0.00**	LOST	$0
			TOTAL	**$2,356,800**
SUPPLIES			**FINANCING**	
20*	Office Supplies		GENERAL	$0
21*	Small Tools		LOST	$0
22*	Motor Fuels & Lubricants		MSA	$2,356,800
23*	Postage		WTP	$0
24	Mtce. of Equipment		MUC	$0
25	Mtce. of Structures			
26	Mtce. of Other Improvements			
27	Subsistenance of Persons		**TOTAL**	**$2,356,800**
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.	$1,899,500
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	$95,000
TOTAL	**$1,994,500**
OTHER CHARGES	
46* Prof. Serv.	$362,300
49 Other Charges	
TOTAL	**$362,300**
GRAND TOTAL	**$2,356,800**

GRAND TOTAL	**$2,356,800**

Dated this 8th day of September, 2026

_/S/ Douglas E. Reese_____
Mayor

Attest:

_/S/Vernae Larsen_____
City Clerk

RESOLUTION NO. 2026-120
2027 STORMWATER CAPITAL IMPROVEMENTS
PRELIMINARY BUDGET
TOTAL COST $987,300
*Budget Amounts are Essential

Motion By:_____Shuldes_____ Second By:___Davis_____

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**

RECEIVABLES	
Assessments Prop Owners	$0
Levy	$0
MSA	$0
MUC	$0
WTP	$0
LOST	$987,300
TOTAL	**$987,300**
FINANCING	
GENERAL	$0
LOST	$987,300
MSA	$0
WTP	$0
MUC	$0
TOTAL	**$987,300**
GRAND TOTAL	**$987,300**

Dated this 8th day of September, 2026

OTHER SERVICES		
33* Travel-Conf.-Schools		
34 Mtce. of Equipment		/S/ Douglas E. Reese
35 Mtce. of Structures		Mayor
36* Mtce. of Other Impr.	$686,700	
37 Subsistence of Persons		**Attest:**
38 Cleaning & Waste Removal		
39* Other Services	$103,100	
TOTAL	**$789,800**	/S/Vernae Larsen
		City Clerk
OTHER CHARGES		
46* Prof. Serv.	$197,500	
49 Other Charges		
TOTAL	**$197,500**	
GRAND TOTAL	**$987,300**	

RESOLUTION NO. 2026-121

RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

Motion By: Ask Second By: Nelsen

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

1. Recitals.

A. The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

B. The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

C. The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

D. The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby

authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

A. Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A, which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

B. Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

C. Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

D. The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 8th day of September, 2026, by the Willmar City Council

__/S/ Douglas E. Reese_____
MAYOR

Attest:

_/S/Vernae Larsen_____
CITY CLERK

EXHIBIT A

DECLARATION OF OFFICIAL INTENT

The undersigned, being the duly appointed and acting City Clerk of the City of Willmar, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies as follows:

1. The undersigned has been and is on the date hereof duly authorized by the Willmar City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the

costs thereof to be financed: 2027 Street Improvements Bond.

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that $6,825,748.25 is the maximum principal amount of the Bonds, which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the Date thereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Dated: September 8, 2026

/S/Vernae Larsen
Vernae Larsen
City Clerk
City of Willmar, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Clerk of the City of Willmar, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on September 8, 2026. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member Ask moved the adoption of the Resolution, which motion was seconded by Council Member Nelsen. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

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

and the following voted against the same: None

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect, and no action has been taken by the Council, which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Clerk of the City of Willmar, Minnesota, this 8th day of September, 2026.

/S/Vernae Larsen
City Clerk
City of Willmar, Minnesota

RESOLUTION NO. 2026-122

A RESOLUTION SETTING THE PRELIMINARY LEVY FOR 2027.

Motion By: Shuldes Second By: Davis

WHEREAS, that the Mayor of the City of Willmar submitted a preliminary levy request of $12,802,964; and

BE IT RESOLVED, by the City Council of the City of Willmar, Kandiyohi County, Minnesota, that the following sums of money be preliminarily levied for the current year collectable in 2027 upon the taxable property in said City of Willmar for the following purposes:

General Fund	$10,492,959
Street Improvements	$1,675,463
City Hall Debt Service	$634,542
Total Preliminary Levy	$12,802,964

BE IT RESOLVED that there is sufficient sum of money in the Debt Service Funds of the City to pay principal and interest in 2027 on all outstanding bond issues, and the deferred annual tax levies previously certified to the County Auditor are hereby canceled;

BE IT FURTHER RESOLVED that a public hearing shall be scheduled for the 2027 proposed budget on December 7, 2026 on or after 6:30pm.

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Kandiyohi County, Minnesota.

Dated this 8th day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2026-123

A RESOLUTION APPROVING CHANGE ORDER NO. 1, ACCEPTING PUBLIC WORKS GARAGE ROOF AND AUTHORIZING FINAL PAYMENT.

Motion By: Fagerlie Second By: Shuldes

IMPROVEMENT: Public Works Garage Roof Project

CONTRACTOR: The Jamar Company

DATE OF CONTRACT:	September 15, 2025
BEGIN WORK:	June 1, 2026
COMPLETE WORK:	August 19, 2026

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

1. Change Order No. 1 in the amount of $9,875.00 be approved.

2. $9,875.00 will be reappropriated from the general fund to the Public Works CIP to pay for the change order.

3. The said City of Willmar Public Works Garage Roof Project be herewith approved and accepted by the City of Willmar.

4. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	$595,670.00
CHANGE ORDER NO. 1	$9,875.00
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	$605,545.00
Less Previous Payments	$457,158.75
FINAL PAYMENT DUE CONTRACTOR:	**$148,386.25**

Dated this 8th day of September, 2026

___/S/ Douglas E. Reese_____
Mayor

Attest:

___/S/Vernae Larsen_____
City Clerk

Resolution No. 2026-124

A RESOLUTION ADOPTING THE LAND PURCHASE AGREEMENT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION.

Motion By:___Fagerlie_____ Second By:____Davis_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota that the Land Purchase Agreement with Minnesota Department of Transportation is accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof.

Dated this 8th day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2026-125

A RESOLUTION AUTHORIZING ENTERING INTO COOPERATIVE CONSTRUCTION AGREEMENT NO. 1063540 BETWEEN THE CITY AND MNDOT.

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, that the Mayor and City Administrator be authorized to enter into a Cooperative Construction Agreement between the City of Willmar and Minnesota Department of Transportation for ownership and route maintenance along and adjacent to Trunk Highway No. 12 at County State Aid Highway No. 55.

Dated this 8th day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

Resolution No. 2026-126

A RESOLUTION AWARDING 2027 STREET AND OTHER IMPROVEMENTS DESING & CONSTRUCTION PROFESSIONAL SERVICES TO BOLTON AND MENK, INC. IN THE AMOUNT OF $780,660.

Motion By: Nelsen Second By: Fagerlie

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for the 2027 Street and Other Improvements Design and Construction professional services is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of $780,660.

Dated this 8th day of September, 2026

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.B.
Agenda Section:	Consent Items	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	Planning Commission Minutes of September 9, 2026_DRAFT		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 09-09-26 Minutes Planning Commission Meeting

WILLMAR PLANNING COMMISSION
WEDNESDAY, SEPTEMBER 9, 2026
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

The Willmar Planning Commission met on Wednesday, September 9, 2026, at 6:00PM at City Hall.

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

Members Absent:

Others Present: Christopher Frank (Director); Crystal Jones (Applicant).

1. Chairperson Buzzeo called for order at 6:02PM.

2. Roll Call.

3. Additions/Deletions: There were no changes to the agenda as presented. **Commissioner Holwerda motioned to approve the agenda, seconded by Commissioner Fils-Aime, and approved unanimously.**

4. Minutes:

   4.1. **Planning Commission Minutes for August 19, 2026**: Commissioner Pearce motioned to approve the Minutes for August 19, 2026 with corrections to item 6.2.1 to reflect the correct vote of 4-2, with Commissioners Holwerda and Buzzeo voting against; seconded by Commissioner Newberg, and approved unanimously.

5. General Public Testimony: None.

6. **REGULAR BUSINESS**

   6.1 HEARING AND ACTION

   6.1.1 **PLAN REVIEW: HOUSE RELOCATION - 1019 LAKE AVE NW**
   Location: 1019 Lake Ave NW; Parcel #: 95-003-0500; Zone: R-2; Ward 1.

City staff presented a follow-up review on the proposed house relocation from 15th Street SW to 1019 Lake Avenue NW. The Applicant hired Marcus Movers to conduct the move and coordinate the route with the police department. City staff noted that under the zoning ordinance, the Planning Commission has the purview to require a refundable performance bond of $3,000 to cover potential city expenses. The Commission discussed the matter and reached a consensus that proof of professional liability insurance from the moving company was preferable to requiring a cash deposit from the homeowner. Following questions regarding the condition of the site, staff and

Commissioners clarified that structural, site cleanup, and foundation standards are governed through the subsequent building permit process.

Commissioner Holwerda motioned to approve the plan review for the house relocation to 1019 Lake Avenue NW with the condition that proof of liability insurance by the moving company is provided to the City, seconded by Commissioner Fils-Aime, and approved unanimously.

6.2 PLATS

None.

6.3 BRIEFINGS

None.

7. **MISCELLANEOUS**

7.1 **COMMISSIONER REVIEW: ROLES AND CHARTER**

City staff presented an educational overview of Planning Commission roles and statutory duties under the comprehensive plan and zoning ordinance for new commissioners. Staff reviewed approval processes for major and minor subdivisions, certificates of survey, conditional use permits (CUPs), plan reviews, zoning text/map amendments, and annexations/land transactions. Staff also reported that drafts for the citywide zoning ordinance rewrite are underway for upcoming joint work sessions with City Council.

8. **ADJOURN**

Commissioner Pearce moved to adjourn the meeting, seconded by Commissioner Holwerda, and passed unanimously. The meeting was adjourned at 7:00 PM.

SUBJECT TO FINAL APPROVAL BY THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – September 14, 2026
11:45 a.m. – WMU Auditorium

The Willmar Municipal Utilities Commission met on Monday, September 14, 2026, at 11:45 a.m. in the WMU Auditorium. Commissioners present were Carol Laumer, Brad Michelson, Dan Tollefson, Steve Ammermann, and Jeffrey Schultz. Absent Commissioner Doug Muzik.

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; Executive Assistant Shawn Krouth; and City Council Liaison Tom Gilbertson. 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 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 Ammermann moved to approve the Consent Agenda as presented, seconded by Commissioner Tollefson.

General Manager Smith highlighted items related to the payment of bills. Following discussion and review, a roll call vote was taken, **Resolution No. 32** carried unanimously, with five ayes and zero nays.

RESOLUTION NO. 32

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

- Minutes from August 24, 2026, MUC Meeting; and,
- Bills represented by vouchers No. 20261097 through No. 20261172, including wire transfers, totaling $396,938.49

Dated this 14th day of September 2026.

President

ATTEST:

Secretary

President Ammermann then moved to the Emergency Election of Officers and called for a motion to nominate a commissioner to fill the vacancy of Secretary. Commissioner Tollefson moved to nominate Commissioner Schultz to serve as Secretary, motion was seconded by Commissioner Ammermann. The motion carried unanimously, with five ayes and zero nays.

Commissioner Michelson provided an overview of the Labor Committee meeting (summary attached), during which the Committee reviewed the union's proposed amendments to the Collective Bargaining Agreement and formulated responses. Following discussion Commissioner Schultz made a motion to approve the IBEW Local 160 Memorandum of Understanding, motion seconded by Commissioner Michelson. A roll call vote was taken. **Resolution No. 33** carried unanimously, with five ayes and zero nays.

RESOLUTION NO. 33

BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Memorandum of Understanding between IBEW Local 160 and Willmar Municipal Utilities: Unscheduled Generation Response Compensation Outside of Normal Working Hours is hereby approved and accepted as presented.

Dated this 14th day of September 2026

_____
President

Attest:

_____
Secretary

Commissioner Tollefson provided an overview of the Planning Committee meeting (summary attached), including discussion of the new building project. The Committee also reviewed the 2027 budget and determined that it was in line with the needs of the utility. The Committee recommended that the Commission approve the 2027 budget.

The presentation of the proposed 2027 WMU Budget by Finance & Office Services Supervisor Prekker outlined a balanced approach to addressing the current and future financial needs of the Utility. With a total budget set at $38,617,199, the largest expense is projected to be purchased power, estimated at $19,541,744. Additionally, the Capital Budget amounts to $20,304,580, with the most significant expenditure being Diesel Generation project at $10,190,800.

Following thorough review and discussion, Commissioner Michelson offered a resolution to approve the 2027 budget as presented, seconded by Commissioner Schultz. A roll call vote was taken. **Resolution No. 34** carried unanimously, with five ayes and zero nays.

RESOLUTION NO. 34

BE IT RESOLVED, by the Willmar Municipal Utilities Commission that the proposed 2027 Willmar Municipal Utilities Operating Budget in the amount of $38,617,199, and the Capital Budget of $20,304,580, is hereby approved and adopted as presented.

Dated this 14th day of September 2026

_____
President

Attest:

_____
Secretary

Finance & Office Services Supervisor Prekker presented the July 2026 Financial Report, including a recap of the July Investment Portfolio, and the July Cost of Power Report. The financial information reflected operating revenues, expenses, retained earnings, and fund comparisons for both the Electric and Water Divisions.

General Manager Smith presented the 2026 WMU Update with City Council for approval. The update provides the City Council with information regarding ongoing and future utility projects and strategies and has served as a useful tool for communication with the City Council. Commissioner Laumer requested the addition of legislative priorities.

Commissioner Schultz moved to approve the update as discussed, seconded by Commissioner Tollefson. The motion carried unanimously, with five ayes and zero nays.

As part of MRES's request for a 10-year extension to the MRES Power-Sale Agreement (S-1 Contract), which was discussed at the August 24, 2026, MUC meeting, the Commission requested additional information. General Manager Smith coordinated with MRES and City Administrator Kyle Box and requested that the Commission schedule a joint meeting with the City Council for October 5, 2026, at 5:00 p.m. in the Health and Human Services Board Room.

The meeting will include a presentation from MRES regarding the Municipal Power-Sale Agreement and the proposed contract extension. The Commission and City Council may act on the agreement following the presentation, if desired.

Commissioner Michelson moved to approve the joint meeting with the City Council on October 5, 2026, at 5:00 p.m., seconded by Commissioner Schultz. The motion carried unanimously, with five ayes and zero nays.

General Manager Smith presented the Commission with a review of the bids received for the Downtown Generation Facility Construction Project. Two bids were received: Sentry LLC in the amount of $2,147,044.88 and Urban Companies LLC in the amount of $2,694,138.35.

Smith reported DGR Engineering's note that both bids exceeded the construction estimate, likely due to increased material costs and a shortage of labor. Smith explained that once the units are fully operational, WMU will receive approximately $60,000 per month from MRES under the Reserve Capacity Agreement. Smith also reported DGR Engineering's note that Sentry LLC has completed similar projects for other utilities and that reference feedback was positive. Based on the bids and references, Smith concurred with DGR Engineering's recommendation to award the construction project to Sentry LLC.

Following review, questions, and discussion, Commissioner Schultz moved to award the Downtown Generation Facility Construction Project to Sentry LLC, seconded by Commissioner Laumer . A roll-call vote was taken. **Resolution No. 35** carried unanimously, with five ayes and zero nays.

RESOLUTION NO. 35

BE IT RESOLVED, by the Willmar Municipal Utilities Commission, that the bid for the Downtown Generation Facility Construction Project be awarded to Sentry LLC of Watertown, South Dakota, for the base bid price of $2,147,044.88.

_____

President

Attest:

_____

Secretary

Commissioner Michelson, Director of Administration Janell Johnson, and General Manager Smith provided recaps of the MMUA Summer Conference. Each attendee highlighted the educational opportunities available at the conference.

General Manager Smith reported on the September 2, 2026, water outage due to the City of Willmar constructing a bike path and the plans requiring the relocation of a water valve. This process took much longer than expected. In the future, the city will work more closely with engineers and contractors to incorporate lessons learned to prevent future extended outage situations such as this.

Smith also reviewed the September 5, 2026, electric outage. This outage impacted roughly 400 WMU customers for just over an hour and was due to a bad underground cable.

Smith introduced Jon Marchand, who was in the audience. Marchand has been appointed to fill the vacancy left from Commissioner Elizondo's resignation, pending City Council approval.

Upcoming Events:

- MRES Municipal Power Leadership Academy – September 16–17, 2026 | Sioux Falls, SD
- Photo Session with HMD Photography – September 28, 2026 | WMU Conference Room, Willmar, MN
- MRES Brookings Solar Ribbon Cutting Ceremony – October 1, 2026 | Brookings, SD
- MRES Area Meeting – October 21, 2026 | Alexandria, MN

President Ammermann asked for additional discussion. Further details regarding the eligibility of residential solar projects for renewable energy credits were discussed.

Hearing no further discussion, Commissioner Schultz moved to adjourn the meeting, seconded by Commissioner Michelson. The motion carried unanimously, with five ayes and zero nays. The meeting was adjourned at 12:32 p.m.

Respectfully submitted,

WILLMAR MUNICIPAL UTILITIES

_____

Shawn Krouth, Executive Assistant

ATTEST:

_____

Jeffrey Schultz, Secretary

MUC Labor Committee Meeting Summary
Monday, August 24, 2026
10:30 a.m. (WMU Conference Room)

Attendees: Commissioners Steve Ammerman, Brad Michelson, and Jeffrey Schultz; General Manager Jeron Smith; Director of Administration Janell Johnson; and Executive Assistant Shawn Krouth.

General Manager Smith called the meeting to order at 10:30 a.m.

1. **Establish Labor Committee Chair and Vice-Chair**
   It was the consensus of the committee to appoint Commissioner Brad Michelson as Chair and Commissioner Jefferey Schultz as Vice Chair.

2. **Facility Presentation**
   General Manager Smith presented a history of the building project, providing existing building conditions, inefficiencies, rationale for construction, timelines from 2010-Present, rationale for constructing a new building, site criteria and property rankings. The facility background was presented for information only.

3. **Generation Response Compensation**
   General Manager Smith reviewed the Memorandum of Understanding between IBEW Local 160 (Union) and Willmar Municipal Utilities. After discussion, it was the consensus of the committee to recommend approval of the IBEW Local 160 Memorandum of Understanding as presented.

   It is the recommendation of the Labor Committee that the Commission approve a resolution authorizing the execution of the Memorandum of Understanding Between IBEW Local 160 and Willmar Municipal Utilities: Unscheduled Generation Response Compensation Outside of Normal Working Hours

4. **Introduction to Union Contract Negotiations**
   General Manager Smith and Director of Administration Johnson provided an overview of the Collective Bargaining Agreement (CBA) between the IBEW Local 160 and the WMU along with a description of the negotiation process to amend the CBA. The union's proposed amendments were presented and responses were discussed. It was the consensus of the committee to present a counteroffer to the union.

5. **Adjournment**
   There being no further business to come before the WMU Labor Committee, the meeting was adjourned by Commissioner Michelson at approximately 11:27 a.m

MUC Planning Committee Meeting Summary
Wednesday, September 2, 2026
10:30 a.m. (WMU Conference Room)

Attendees: Commissioners Doug Muzik and Dan Tollefson; General Manager Jeron Smith; Director of Administration Janell Johnson; Finance and Office Services Supervisor Andrea Prekker; and Facilities & Maintenance Supervisor Kevin Marti.

General Manager Smith called the meeting to order at 10:40 a.m.

1. **Establish Labor Committee Chair and Vice-Chair**
   It was the consensus of the committee to appoint Commissioner Dan Tollefson as Chair and Commissioner Doug Muzik as Vice Chair.

2. **Facility Presentation**
   Facilities & Maintenance Supervisor Marti presented a history of the building project, providing existing building conditions, inefficiencies, rationale for construction, timelines from 2010-Present, rationale for constructing a new building, site criteria and property rankings. The facility background was presented for information only.

3. **Proposed 2027 WMU Budget**
   Finance & Office Services Supervisor Prekker reviewed the proposed 2027 WMU Budget with the Committee for consideration and discussion. Departmental analysis and data included within the electric, water, and combined divisions reflected anticipated revenues, expenses, income, and retained earnings. The review included the Operating Budgets, Capital Budget, and Statements of Cash Flows for the years 2027–2036.

   - Total Projected Revenues: $43.9 million
   - Total Projected Operating Expenses: $38.6 million
     - Largest Operating Expense is Purchased Power: $19.5 million
     - Intergovernmental Transfer to the City: $2.2 million
   - Total 2027 Capital Budget (Electric & Water): $20.3 million
     - Largest Capital Project is the new generation project: $10.2 million
   - Statement of Cash Flows: (2027 projected year-end Net Cash Balances)
     - Electric: $43.5 million
     - Water: $4.3 million
     - Combined: $47.8 million

   It is the recommendation of the Planning Committee that the Commission adopt a resolution approving the proposed 2027 Operating Budget in the amount of $38,617,199, and Capital Budget of $20,304,580.

4. **Adjournment**
   There being no further business to come before the WMU Planning Committee, the meeting was adjourned at approximately 12:08 p.m.

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.D.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Glacial Ridge Curling Lawful Gambling Application		

RECOMMENDED ACTION:
Glacial Ridge Curling Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Glacial Ridge Curling Lawful Gambling Application

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Glacial Ridge Curling

Previous Gambling Permit Number: X- 92195

Minnesota Tax ID Number, if any: 8977860

Federal Employer ID Number (FEIN), if any: 20-2429190

Mailing Address: P.O Box 3046

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

Name of Chief Executive Officer (CEO): Scott Holwerda

CEO Daytime Phone: 320-979-0191 CEO Email: s.holwerda74@gmail.com

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

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

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

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

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

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

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

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

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

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

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

If your organization falls under a parent organization, attach copies of both of the following:

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Glacial Ridge Curling

Physical Address (do not use P.O. box): 1410 5th St SE Suite C

Check one:

☑ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): Raffle Drawing 1-2-2027

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

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☑ Raffle

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: City of Willmar

Signature of City Personnel: Renae Lausen

Title: City Clerk Date: 9/9/26

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Scott A Holwerda Date: 9-9-2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Scott Holwerda

REQUIREMENTS

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

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

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.E.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Kandiyohi County Pheasants Forever, Chapter #2 Lawful Gambling Application		

RECOMMENDED ACTION:
Kandiyohi County Pheasants Forever, Chapter #2 Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Kandiyohi County Pheasants Forever, Chapter #2 Lawful Gambling Application

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Kandiyohi County Pheasants Forever, Chapter #2

Previous Gambling Permit Number: X- 03697-26-027

Minnesota Tax ID Number, if any: 41-1429149

Federal Employer ID Number (FEIN), if any:

Mailing Address: Box 732

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

Name of Chief Executive Officer (CEO): Kevin Ochsendorf

CEO Daytime Phone: 320-212-2412 CEO Email: kjochs@yahoo.com

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

Email permit to (if other than the CEO): --

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

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

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

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

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

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

☑ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 240 23rd St. SE

Check one:

☑ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): April 3, 2027

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

☐ Bingo ☑ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☑ Raffle

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: City of Willmar

Signature of City Personnel: [signature]

Title: City Clerk Date: 9/10/2026

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Kevin L Ochsendorf Date: 9-10-2026
(Signature must be CEO's signature; designee may not sign)

Print Name: Kevin Ochsendorf

REQUIREMENTS

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status; and

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

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

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City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.F.
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:	Police Department Squad Car Purchase Order		

RECOMMENDED ACTION:
Authorize the purchase of two squad cars and outfitting them as well as outfitting the 2022 Model 1 Starcraft bus that was just purchased in July thru the 2026 CIP budget.

OVERVIEW:
The City Council approved $200,000 in the 2026 Capital Improvement Program (CIP) budget for police squads, vehicles and equipment for the Willmar Police Department.
We obtained bids for two Ford Interceptors with a low bid from Atwater Ford Inc. for $88,135.36. The bid from Mills Ford for two Ford Interceptors was at $95,600.00. This request would be for ordering two Ford Interceptors at a low bid.

- Purchase two Ford Interceptors from Atwater Ford for $88,135.36
- Authorize use of $57,228.64 of the remaining funds to outfit new squads with emergency equipment, lights, camera, etc. and to outfit the 2022 Model 1 Bus.

BUDGETARY/FISCAL ISSUES:
Capital Improvement Fund:
Vehicle Costs: $88,135.36
Upfitting for three vehicles, document administration fees, etc: $57,228.64

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Michael Holme_202609151626
2. Michael Holme_202609161351

Preview Order 0001 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 02/06/2026 09:07:54 Receipt: NA

Dealership Name: Atwater Ford, Inc. **Sales Code :** F58505

Dealer Rep.	PATRICK WALSH	**Type**	Fleet	**Vehicle Line**	Explorer	**Order Code**	0001
Customer Name	City of Willm	**Priority Code**	E1	**Model Year**	2026	**Price Level**	620

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K8A0 POLICE INTER UTILITY AWD	$48550	DEFLECTOR PLATE	$340
.119 INCH WHEELBASE	$0	PRICE CONCESSION INDICATOR	$0
TOTAL BASE VEHICLE	$48550	REMARKS TRAILER	$0
AGATE BLACK METALLIC	$0	REAR CONSOLE MOUNTING PLATE	$60
CLOTH BUCKETS/VINYL REAR SEATS	$0	FRONT LICENSE PLATE BRACKET	$0
ONYX INTERIOR	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
EQUIPMENT GROUP 500A	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
.FM STEREO	$0	FUEL CHARGE	$0
3.3L TI-VCT V6 ENGINE	$0	NET INVOICE FLEET OPTION (B4A)	$0
10-SPEED AUTO TRANSMISSION	$0	PRICED DORA	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	ADVERTISING ASSESSMENT	$0
50 STATE EMISSIONS	$0	DESTINATION & DELIVERY	$1795
SPOT LAMP LED DR - WHELEN	$420		

	MSRP
TOTAL BASE AND OPTIONS	$51165
DISCOUNTS	NA
TOTAL	$51165

Net Price to City of Willmar
$44,067.68
+ any applicible taxes, Lic. & Fees

ORDERING FIN: QH124 **END USER FIN:** QH124 **PO NUMBER:** Holme

INCENTIVES DISCOUNTS:
Acc. Code ID :10 Contract/Ref # :14-057T Bid Date :03/28/25State : MN $-3100.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Patrick Walsh

Customer Signature Date

This order has not been submitted to the order bank.

Michael Holme

From: Atwater Ford Inc <p.walsh@frontiernet.net>
Sent: Monday, July 6, 2026 5:06 PM
To: Michael Holme
Subject: Re: Purchase order for 2-2026 Fords

Mike----believe it or not----same price for a 2027!!!!!!

Our price is good.

Patrick Walsh

Atwater Ford, Inc

"The Friendly Place"

"The Only Car Dealer You'll Ever Need"

320-974-8811

Ford Drive one.

MILLS AUTOMOTIVE GROUP

QUOTE

Mills Ford of Willmar
4100 US-71
Willmar, MN 56201
PHONE : 214-664-7183

MILLS AUTOMOTIVE GROUP

DATE: 8/24/2026
INVOICE #

Bill To:

CITY OF WILLMAR

2201 23RD Street NE #102
Willmar, MN 56201

Ship To:

Comments or Special Instructions:

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	#	TERMS
JEFF Y			Best Way		

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	2027 FORD INTER UTILITY AWD POLICE	$47,800.00	$95,600.00
2	AGATE BLACK METALLIC		
2	CLOTH BUCKETS FRONT AND REAR CLOTH		
2	ONYX INTERIOR		
2	3.3L TI-VCT V-6 ENGINE		
2	10-SPEED TRANSMISSION		
2	SPOT LAMP LED WHELEN		
2	DEFLECTOR PLATE		
2	REAR CONSOLE MOUNTING BRACKET		

SUBTOTAL	$ 95,600.00
TAX RATE	0.00%
SALES TAX	-
SHIPPING AND HANDLING	
TOTAL	$ 95,600.00

RESOLUTION NO.

RESOLUTION AUTHORIZING THE ALLOCATION OF
AMERICAN RESCUE ACT (ARPA) FUNDS.

Motion By: _____ Second By: _____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a 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

_____
Mayor

Attest:

_____
City Clerk

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.G.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	Willmar Municipal Utilities Commission Application		

RECOMMENDED ACTION:
Approve Jonathan Marchand to the Willmar Municipal Utilities Commission.

OVERVIEW:
Mayor Reese has approved forwarding Willmar Municipal Utilities Commission applicant Jonathan Marchand.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Marchand, Jonathan MUC

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

Print Del

Submitted by: Jonathan Marchand

Submitted On: 2026-08-31 12:08:21

Submission IP: 47.44.86.154 (172.31.71.22)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Allie Paulsen

Due Date: Open

WILLMAR

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

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

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

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

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

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

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

APPLICANT INFORMATION

Date	* First Name	* Last Name
07/31/2026	Jonathan	Marchand

Format: MM/DD/YYYY

*** Address**

2302 6th St NE

*** City**

Willmar

*** Phone**

3202202767

Phone

*** Email**

marchand72biz@gmail.com

Email

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

There is currently a vacancy for a position held by a staffperson from my agency.

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

I feel that the perspective of low income consumers, whom UCAP primarily helps and advocates for, is a valuable one when considering issues like rate increases, payment and repayment options, and programs that help prevent disconnections.

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

I served on the Planning Commission for six years; two as chair. I have worked at UCAP for 13 years, and I have many years of direct experience assisting low income consumers. I am familiar with the EAP (Energy Assistance Program) and its requirements, which is one of our cornerstone assistance programs to low income families.

*** List your educational background**

Bagley High School, Diploma: 1990 Central Lakes College, AA Degree: 1992 Brown Institute, AAS Degree: 1995 University of Minnesota Morris, BA Degree: 2003

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

City of Brooten, City Council: 2006-2016 City of Brooten, Fire Department: 2003-2018 City of Willmar, Planning Commission: 2019-2024 Willmar Noon Lions: 2014-2017 Willmar Kiwanis: 2014-2017

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

United Community Action Partnership, Inc. (UCAP) 200 4th Street SW Willmar, MN 56201 Community Services Manager

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.H.
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, 9/3/2026 - 9/16/2026		

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. 09-03-26 through 09-17-26

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.I.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	Director Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Parks and Rec Directors Report September 2026
2. PD Council Update August 2026
3. PD Monthly Council Stat Sheet August 2026
4. Community Growth September 26 Report
5. Information Technology Departmental Update (09-2026)
6. Public Works Director Report - September 2026
7. Fire Department Director Report 08- August

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

WILLMAR
PARKS & RECREATION

September 2026

Youth and Adult Programming

Youth Programs:

- Fall gymnastics began in September
  - Competitive team- 16 registered
  - Pre- Team- 10 registered
  - Advanced and Intermediate- 28 registered
  - Beginner- 24 registered
  - Tiny Tykes- 15 registered
  - Pre- K – 15 registered
- Fall warm-up for hockey began the week of September 8th
- Regular rec hockey season will begin October 27th
- Mini Cards Learn to Skate will begin on October 27th
- Little Cards basketball will begin October 20th
- Little Cardinal hoopsters will begin October 24th
- October volleyball camp will begin on October 8th

- Flag Football
  - 1st & 2nd Grade: 32 participants
  - 3rd & 4th Grade: 70 participants
  - Flag Football Youth Appreciation Night: On Friday, September 4th, our 1st–4th grade flag football participants had the opportunity to run out of the tunnel with the varsity players. The 3rd and 4th graders also participated in a halftime scrimmage, and we announced and recognized all players and coaches.
  - Willmar Flag Football Jamboree: We will host our Flag Football Jamboree on Saturday, September 26th at the Roosevelt Soccer Fields. We have 16 teams participating from Willmar, NLS, and MACCRAY.
- Tackle Football
  - 5th & 6th Grade: 61 participants
  - Tackle Football Youth Appreciation Night: On Friday, September 18th, our tackle football players will be recognized during the varsity football game. Players will get to run out of the tunnel with the varsity team and participate in a halftime scrimmage while their names are announced.
  - Willmar Tackle Football Jamboree: We will host our Tackle Football Jamboree on Saturday, September 19th at the Civic Center turf fields. Six teams from Willmar, Morris, and ACGC are participating.

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

WILLMAR
PARKS & RECREATION

- Willmar Tackle Football Super Saturday: We will host Super Saturday on Saturday, October 3rd at Hodapp Field. We have 8 teams from Willmar, Morris, and Minnewaska participating.

- Adult Softball

  - Fall Men's Doubleheader Softball League: We kick off the first week of our Fall Doubleheader League tonight. We have 6 teams playing a 5-week regular season, followed by a single-elimination tournament

Bikes:

- 35 rentals in August, bringing in $39.50
- The bikes will come around October 1st for the season

Community Center

- Crafts this month include Glam Pinecone Vase, Kinusaiga, & Make & Take Flower Bouquet.
- Three buses made it to the State Fair and back! Upcoming trips include Redhead Creamery, a trip to Alexandria, & MN Vikings, all sold out.
- Returning 'school year' groups are now back and operating again- Elks Dances, Chess Club, West Central Singers.
- Two cooking classes in the month of September that are touching on trends and culture with a taste of Dubai chocolate and Korean Seoul.
- Other events are also taking good shape, including our Everyone Has A Rhythm program, which has now tripled in numbers.
- Upcoming Kids in the Kitchen program will begin in October and will be doing a mystery ingredient each week with this group.
- This fall, we added an afternoon bingo session due to the popularity of our summer series and held our first one of the season last week and had another great turnout!
- Gearing up for a busy October of craft sales, puzzle contests, Halloween event, dog party, & pumpkin painting event!

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

WILLMAR
PARKS & RECREATION

Facilities & Events

- Started putting ice back in the Cardinal
- MN DOT Union Meeting Sept 17th
- Willmar Warhawks Home Opener Oct 9th
- Sunday Open Skate begins Oct 18th
- Pickleball Tourney Oct 24th
- HS Girls Hockey Begins Oct 31st
- HS Boys Hockey Begins Nov 11th

Other Projects & Updates

- Blue Line Roof Repair –Completed; gutters will be installed this fall.
- Amphitheater Project- limited soil corrections were needed for the project; the project is ready to move forward with foundations and other site work.
- Trailhead Project: Still waiting to hear confirmation from the contractor on the start date
- Working with USTA tennis on grants for Miller Park; looks very promising.
- Meeting with Senior Club members to discuss items at the Community Center

WILLMAR
POLICE DEPARTMENT
Phone: 320-235-3100 | Fax: 320-235-6737 | 2201 23rd Street NE, Suite 102 | Willmar, MN 56201

Council Update,

We are excited to announce that we will be adding a new officer, Carlos Martinez, to our department. Carlos will be starting with us on October 5, 2026. We are pleased to welcome him to the team and look forward to having him join our department.

Our new-to-us 2022 Model 1 SWAT/Command/Events Bus has also arrived. We are currently working on outfitting and customizing the bus so that it is ready for use and meets our department's operational needs. This will provide us with an additional resource for SWAT operations, command functions, and special events.

Our two newest officers are also progressing through the Field Training process. This process generally takes at least four months as they work through training and gain the experience necessary to be ready for independent patrol duties.

Thank you for your continued support of our department and our officers.

Chief Mike Holme

Willmar Police Department

Monthly Calls for Service Statistics

Title	August 2025	August 2026
911 Hang Up	14	9
Abandoned Vehicles	32	46
Agency Assist	42	37
Alarm	40	29
Alcohol Offense	5	3
Animal	38	57
Assault	14	6
Burglary	1	5
Child Custody Dispute	6	3
Crash	53	54
Criminal Damage To Property	22	21
Disorderly	24	28
Domestic	45	39
Drugs	7	9
Family Service	60	49
Fight	6	1
Fraud	14	15
Gun Permits	10	18
Harassment	16	34
Information	6	8
Weapons complaint	5	6
Lost And Found	50	21
Mental Health	17	14
Missing Person	20	13
Motorists Assist	20	14
Neighborhood Disturbance	17	18
Public Assist	147	148
School Related Incidents	1	0
Sex Crimes	6	3
Sudden Death/Bodies Found	0	2
Suicidal Person	11	4
Suspicious	63	52
Theft	39	21
Traffic Complaint	80	58
Traffic Stop	306	283
Trespass	14	17
Warrant Service	11	15

Current Month CFS:

1230

YTD Calls for Service:

9,424

2025 Current month

1339

(Some minimal CFS categories not shown)

Pablo's Report-September:

Willmar Welcoming Week-
Thank you neighbors and partners, because of you, we had another successful year of Willmar Welcoming Week, part of Welcoming America.
Willmar Welcoming Week reminds us that welcoming is not just one week a year, but who we are in Willmar every day. You helped us live that value out loud on last Saturday here in the City of Willmar area, and we are so grateful.
Thank you for your time, your talent, and your heart for this community. We couldn't do this without you, and we are already looking forward to growing together next year.
A special thanks to committee members: Mark Taylor, Abdifatah Mohamed, Sarah Kretschmann, Nichole Bredeson, Alissa Gambrel, Pamela Vruwink, Nuemi Flores, United Community Action Partnership, Inc. staff Erika and Kpru and Hunter Pagel

Hispanic Heritage Month, September 15-October 15: We celebrate not only with pride, but now more than ever, with purpose: for visibility, for recognition of our countless contributions to this city, state and nation.
We honor the greatness and sacrifices of our ancestors and celebrate the richness and diversity of our cultures across the Americas. We celebrate our resilience in the face of adversity, our strength as a community, and our unwavering determination to continue striving for excellence, dignity, representation, and equality.
"Our heritage is our history. Our culture is our strength. Our presence matters."

The past four weeks focused on Welcoming Week Festival execution (Sept. 12), Hispanic Heritage celebrations, and launching two major new statewide partnerships to advance belonging and bridge-building in Willmar:

- **A Piece of My Mind**, Initiated partnership with award-winning photographer John Noltner, Founder of A Peace of My Mind. Shared invitation and video (https://youtu.be/79M5M2V2UX4) with leaders to prepare for storytelling workshops, onsite studios, and exhibits asking "What does peace mean to you?" in Willmar this fall.
- **Minnesota: Land of Neighbors,** Established a new partnership with Minnesota: Land of Neighbors, a statewide multi-year campaign to counter division and explore what we share as Minnesotans. Led by Civic Bridgers and Braver Angels organizers Libby Stegger and Bill Doherty, the campaign creates space for Minnesotans to speak honestly about what matters and take action together.

Pablo

WILLMAR
INFORMATION TECHNOLOGY

Departmental Update

September 2026

Last Month's Help Desk Stats

Below is a look back on the previous month of statistics from our Help Desk. These statistics are broken down into two categories. Definitions for the categories are provided in their respective columns.

**Tickets are not created for every single instance of which we provide assistance to employees. It is a department standard to create a ticket if someone needs assistance that requires a little more work or is a unique issue or request that should be documented to refer to in the future.*

The statistics shown below are from August 10th through September 13th.

Incidents	Service Requests
Incidents are when something is not working; i.e. "My computer does not turn on."	Service Request are when something is requested; i.e. "Can I get a new mousepad?"
• 66 tickets were received. • 69 of the 66 tickets are resolved.	• 81 tickets were received. • 74 of the 81 tickets are resolved.

Resolved tickets

As shown above, more tickets were resolved than received in the specified time period. This was caused by the resolution of tickets in the specified time period that were unresolved from previous months.

"Behind the Scenes" Server Work

The City has multiple servers used for various reasons. In lieu of having separate hardware for each server, we make use of what's called a hypervisor. This hypervisor helps virtualize individual servers to cut down on hardware costs (i.e., we are able to run 10+ servers on one piece of hardware). VMware was a hypervisor company that was widely used by most organizations, including Willmar. Unfortunately, they were purchased by another company that has exponentially increased the cost of the platform.

Due to the cost, we are switching to another hypervisor. The migration process is quite delicate and will be done in-house by myself. The hope is that much of it can be done without much interruption to employees. With it being done in-house, we are saving money on professional services dollars. If we weren't capable of tackling this project in-house, we would've had to spend a fair amount in consulting to have it taken care of for us.

Willmar Connect

We had our kickoff call on Monday for our OSS/BSS software that was approved by Council previously. I will be involved in weekly meetings for the foreseeable future until we get everything up and running.

The RFP submission deadline for the NOC remodel is this Friday, the 18th. It is planned to present bids for approval to Council on October 5th.

If you have any questions or would like more detail on anything, please feel free to reach out to me.

Submitted by Jonah Johnson, Information Technology Director

August 2026

Wastewater Updates from Superintendent Jason Lindahl

- Daily duties for plant operations.
- Daily sampling and testing for BOD's, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- Testing at the Robins Island beach has ended for the season.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Preparing for the Fall hauling season.
- Iverson Park LS construction starting soon.
- Hoffman Construction repairing I/I cross connections downtown.
- Cleaned and inspected Muni selector.
- Monthly generator runs at multiple lift stations and the plant.
- Sara completed third round of sampling for PFAS source identification and reduction grant.
- Reviewed laterals for compliance.
- Toured SCWO pilot project at St. Cloud WWTF.
- Completed audit of Delegated Pretreatment program with MPCA.
- Completed annual SIU inspection.
- Drafted 2026 annual Delegated Pretreated Program annual report.
- Created 2027 lab sampling schedule.
- Attended SW Regional Sustainable Development Partnership workgroup meeting.
- Distributed wastewater and stormwater educational information.

Public Works Updates from Superintendent Kyle Radunz

Streets & Stormwater

- **Street Patching:** Crews spent sixteen days repairing pavement and restoring utility cuts.
- **Stormwater Maintenance:** Repaired and maintained catch basins and stormwater pipes throughout the city. Removed silt from a storm water ditch on 1st Ave W.
- **Street Sweeping:** Conducted street sweeping operations on 10 days during the month.
- **Storm Clean up:** Aug 6th, 17th, and 20th all brought rounds of severe weather and storms to our area. Public works crews responded accordingly to remove damaged trees and keep storm water flowing.
- **Tree Planting:** Began locating areas for boulevard tree planting. Trees will arrive early September.
- **Traffic Signals:** Pedestrian push button pole repaired at 1st St. and Willmar Ave.
- **Curb/Concrete Work:** Crews poured a driveway apron on Julii Street and a curb section on Dana Drive as part of the restoration from previous water main work. They also replaced aged concrete around the fuel pumps at the Public Works garage and a section in front of Door #2.

Parks & Grounds

- **Ball Fields:** Maintained and prepared eight baseball fields for practices and games.
- **Groundskeeping:** Mowed and trimmed vegetation in 39 park areas, performed routine litter collection, and maintained grounds equipment.
- **Graffiti Removal:** Removed graffiti on the 5th St traffic signal cabinet.
- **Beach Improvements:** Continued maintenance of the beach area. Decoy dogs placed on beach to deter geese.
- **Splash Pad:** Removed litter and performed routine system maintenance.
- **Destination Playground:** Inspected Park equipment. Created a list of future improvements.
- **Disc Golf:** Trimmed trees as needed throughout the course.
- **Public Restrooms:** Cleaned and maintained seven public restrooms twice daily.
- **Tree and Turf Restoration:** Removed stumps and restored turf in areas affected by winter tree removals.
- **Brush Site Operations:** Managed compost by turning and stacking materials and burned excess brush and tree debris.
- **Trail Maintenance:** Swept and repaired walking trails as needed.
- **Weed Control:** Applied herbicide treatments in parks and along city roadways.

Safety, Equipment & Facilities

- **Monthly Safety Inspections:** Inspected fire extinguishers, fall protection equipment, ladders, eyewash stations, hoists, cranes, AEDs, and other safety equipment to ensure compliance and employee safety.
- **Safety Training:** Crews are informed daily on safe work practice.
- **Vehicle and Equipment Maintenance:** Continued routine service and repairs on vehicles and equipment across all departments.

Community Event Support

Public Works staff provided support for several community events, including:

- Willmar Pride at Rice Park
- Rockin' Robbins
- Kandiyohi County Fair 8/5-8/8
- Disc Golf Tournament at Robbins Island

Additional Projects & Services

- **Robbins Island Grass Parking Area:** Removed fence.
- **Primary Elections:** Setup and Removed election booths at all locations.
- **Willmar Lake Access:** Installed four additional concrete planks to extend the boat ramp further into the water. Added rock to improve erosion control.
- **Concrete Work:** Removed flagpole at the Fire Department. Installed a footing and poured a new sidewalk panel around the flagpole footing.
- **Robbins Island Flagpole:** Ordered and installed new parts to repair the flagpole

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

Respectfully,



Shane Stefanick – Public Works Director

WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

AUGUST 2026

Type of Call	August 2025	August 2026
Alarm Activations	6	13
Controlled Fires	1	1
Good Intent Calls	0	0
Cooking Fires	2	2
Farm Incidents	0	1
Electrical Fires	1	0
Carbon Monoxide Incidents	2	3
Natural Gas Leak	1	6
Car Crashes	4	5
Smoke Scares	2	1
Mutual Aid	1	0
Sprinkler calls	1	0
Weather Watch	1	1
Over Heated Motors	1	0
Elevator Rescues	1	1

Current Month CFS: 34 First Responder Calls: 8

2026 YTD Fire Calls for Service: 246

2026 YTD First Responder Calls: 110

2025 Calls for Service through August: 263

2025 YTD First Responder Calls: 126

Training:

August 6 -- Officers Meeting & Business Meeting

August 13 – Addresses and Drivers Rodeo

August 20 – Training with BNSF

August 27 – Night Off

August Response Time: 6:58

YTD Response Time: 6:54

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.J.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	
Ordinance:	No	**Presented By:**	
Item:	WMU Financial Report, July 2026		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. WMU 7.31.26

Willmar Municipal Utilities

Income Statement

Group Summary

For Fiscal: 2026 Period Ending: 07/31/2026

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	5,400,255.84	5,400,255.84	1,187,494.29	5,718,456.12	-318,200.28
402 - Commercial/Industrial	12,042,219.56	12,042,219.56	2,254,550.22	12,470,761.89	-428,542.33
404 - City Franchise Fee	1,435,347.27	1,435,347.27	251,877.57	1,389,414.34	45,932.93
405 - Transmission	1,282,820.00	1,282,820.00	338,809.31	1,926,870.92	-644,050.92
419 - Interest	524,790.00	524,790.00	119,682.58	784,125.60	-259,335.60
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	-40,197.83	7,805.08	-7,805.08
498 - MRES Capacity Revenue	413,417.90	413,417.90	62,358.00	402,944.08	10,473.82
499 - Miscellaneous Revenues	162,958.32	162,958.32	8,407.72	350,790.40	-187,832.08
Revenue Total:	**21,261,808.89**	**21,261,808.89**	**4,182,981.86**	**23,051,168.43**	**-1,789,359.54**
Expense					
500 - Production	83,091.75	83,091.75	-27,963.75	170,551.84	-87,460.09
555 - Purchased Power	10,306,186.31	10,306,186.31	2,433,993.90	9,865,564.36	440,621.95
560 - Transmission	2,765,672.42	2,765,672.42	631,392.02	3,545,150.46	-779,478.04
580 - Distribution	1,128,893.15	1,128,893.15	173,471.81	1,117,825.50	11,067.65
900 - Customer Service	175,151.48	175,151.48	28,868.89	196,965.31	-21,813.83
906 - Energy Services/Marketing	82,246.22	82,246.22	7,072.55	47,739.22	34,507.00
920 - General & Administrative	1,587,015.43	1,587,015.43	207,609.38	1,505,396.93	81,618.50
997 - Cash Payment to City	1,245,992.51	1,245,992.51	179,383.33	1,255,683.31	-9,690.80
998 - Depreciation	1,367,952.60	1,367,952.60	204,917.65	1,432,265.64	-64,313.04
999 - Miscellaneous	30,958.48	30,958.48	0.00	-552.97	31,511.45
Expense Total:	**18,773,160.35**	**18,773,160.35**	**3,838,745.78**	**19,136,589.60**	**-363,429.25**
Fund: 100 - Electric Surplus (Deficit):	**2,488,648.54**	**2,488,648.54**	**344,236.08**	**3,914,578.83**	**-1,425,930.29**
Fund: 200 - Water					
Revenue					
401 - Residential	1,705,852.61	1,705,852.61	325,877.24	1,757,947.06	-52,094.45
402 - Commercial/Industrial	1,918,136.57	1,918,136.57	384,234.03	2,059,009.50	-140,872.93
419 - Interest	58,310.00	58,310.00	14,909.23	95,407.73	-37,097.73
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	-4,466.43	867.23	-867.23
499 - Miscellaneous Revenues	84,549.50	84,549.50	28,138.05	82,430.43	2,119.07
Revenue Total:	**3,766,848.68**	**3,766,848.68**	**748,692.12**	**3,995,661.95**	**-228,813.27**
Expense					
500 - Production	237,030.15	237,030.15	27,088.93	164,126.03	72,904.12
580 - Distribution	764,458.66	764,458.66	86,551.87	625,953.55	138,505.11
900 - Customer Service	111,625.64	111,625.64	18,986.01	110,051.89	1,573.75
906 - Energy Services/Marketing	3,615.22	3,615.22	0.00	124.95	3,490.27
920 - General & Administrative	638,269.94	638,269.94	74,449.21	556,560.34	81,709.60
998 - Depreciation	749,058.94	749,058.94	39,310.75	276,491.25	472,567.69
999 - Miscellaneous	20,639.36	20,639.36	0.00	0.00	20,639.36
Expense Total:	**2,524,697.91**	**2,524,697.91**	**246,386.77**	**1,733,308.01**	**791,389.90**
Fund: 200 - Water Surplus (Deficit):	**1,242,150.77**	**1,242,150.77**	**502,305.35**	**2,262,353.94**	**-1,020,203.17**
Total Surplus (Deficit):	**3,730,799.31**	**3,730,799.31**	**846,541.43**	**6,176,932.77**	

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
100 - Electric	2,488,648.54	2,488,648.54	344,236.08	3,914,578.83	-1,425,930.29
200 - Water	1,242,150.77	1,242,150.77	502,305.35	2,262,353.94	-1,020,203.17
Total Surplus (Deficit):	**3,730,799.31**	**3,730,799.31**	**846,541.43**	**6,176,932.77**	

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	5.K.
Agenda Section:	Consent Items	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	Tom Odens, Finance Director
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Finance Report for August 2026		

RECOMMENDED ACTION:

OVERVIEW:
Year to Date Budget Status

The year-to-date budget figures presented are preliminary and unaudited. Final results may differ upon completion of the annual audit later this year.

Overall, the City is operating within the parameters of the adopted budget through the current reporting period.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. General Fund 8.30.26
2. WWTP 8.30.26

City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended August 30, 2026

	2025 Actual		2026 Annual Budget	2026 Year-To-Date	% of 2026 Budget
Revenues					
General Property Taxes	$ 10,225,462.76		$ 11,236,657.00	$ 6,029,167.25	53.66%
Licenses and Permits	516,690.49		415,000.00	319,771.73	77.05%
Intergovernmental	7,543,135.52		7,279,439.00	3,631,996.94	49.89%
Service Charges	1,184,310.07		988,100.00	741,103.84	75.00%
Fines and Forfeits	86,379.43		100,000.00	53,008.91	53.01%
Special Assessments	4,040.25		-	1,778.54	
Miscellaneous Revenue	1,640,820.08		153,000.00	260,868.79	170.50%
Other Financing Sources	2,908,223.41		2,898,308.00	1,349,075.00	46.55%
Total Revenues	**$ 24,109,062.01**	*	**$ 23,070,504.00**	**$ 12,386,771.00**	**53.69%**
Expenditures					
City Administrator	$ 775,610.15		$ 811,487.00	$ 471,069.11	58.05%
Mayor and Council	421,421.28		402,100.00	344,426.68	85.66%
City Hall	1,570,586.21		516,991.00	355,395.16	68.74%
City Clerk	231,897.79		244,372.00	162,345.06	66.43%
Elections	10,457.91		79,565.00	7,266.29	9.13%
Finance Department	558,028.02		621,293.00	375,060.20	60.37%
Planning/Development Services	955,708.21		1,077,759.00	613,990.06	56.97%
Legal	-		-	-	-
Information Technology	991,207.51		957,565.00	722,620.98	75.46%
Human Resources	189,419.13		220,706.00	115,011.24	52.11%
Cultural Diversity	201,598.00		229,030.00	146,571.71	64.00%
Sub-Total General Gov't.	5,905,934.21		5,160,868.00	3,313,756.49	**64.21%**
Police Department	6,541,362.68		7,258,819.00	4,232,929.13	58.31%
Fire Protection	1,408,017.59		1,588,854.00	880,955.85	55.45%
Sub-Total Public Safety	7,949,380.27		8,847,673.00	5,113,884.98	**57.80%**
Public Works	4,341,068.24		4,793,543.00	2,745,704.91	57.28%
Engineering	248,614.82		353,000.00	105,821.09	29.98%
Transit System	20,500.00		21,000.00	-	0.00%
Storm Water	88,908.75		99,000.00	58,500.88	59.09%
Airport	-		12,500.00	-	0.00%
Sub-Total Streets/Highways	4,699,091.81		5,279,043.00	2,910,026.88	**55.12%**
WRAC	144,323.27		152,120.00	94,419.01	62.07%
Library	644,541.52		646,669.00	499,322.95	77.21%
Auditorium	42,350.74		64,518.00	22,686.94	35.16%
Parks & Recreation	1,159,373.51		1,164,712.00	743,200.54	63.81%
Civic Center	1,051,582.48		1,182,780.00	630,690.73	53.32%
Recreation/Event Center	7,013.17		-	-	
Community Center	295,347.95		307,633.00	226,512.54	73.63%
Aquatic Center	218,541.17		264,488.00	196,560.96	74.32%
Sub-Total Culture/Recreation	3,563,073.81		3,782,920.00	2,413,393.67	**63.80%**
Total Expenditures	**$ 22,117,480.10**		**$ 23,070,504.00**	**$ 13,751,062.02**	**59.60%**

* Indicates Over Budget

City of Willmar

Waste Treatment Plant
Budgetary Comparison Report
For the Period Ended August 30, 2026

	2025 Actual	2026 Annual Budget	2026 Actual Year-To-Date	% of 2026 Budget
Revenues				
Intergovernmental	$ 114,167.33	$ 10,000.00	$ 163,113.17	1631.13%
Service Charges	10,830,417.24	11,981,950.00	5,791,324.48	48.33%
Miscellaneous Revenue	839,429.76	625,000.00	432,491.18	69.20%
Total Revenues	**$ 11,784,014.33**	**$ 12,616,950.00**	**$ 6,386,928.83**	**50.62%**
Expenditures				
Waste Treatment - Treatment	9,055,309.54	13,425,707.00	9,231,687.44	68.76%
Waste Treatment - Collections	410,842.72	814,326.00	315,456.36	38.74%
Waste Treatment - Biosolids	147,096.45	355,000.00	87,662.48	24.69%
Waste Treatment - Eagle Lake	23,470.24	27,750.00	19,041.76	68.62%
Total Expenditures	**$ 9,636,718.95**	**$ 14,622,783.00**	**$ 9,653,848.04**	**66.02%**

* Indicates Over Budget

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.A.
Agenda Section:	Regular Business	**Originating Department:**	Finance
Resolution:	No	**Prepared By:**	Tom Odens, Finance Director
Ordinance:	No	**Presented By:**	David Euerle, Westberg Eischens
Item:	2025 Audit Review		

RECOMMENDED ACTION:
To review and accept the audit for 2025.

OVERVIEW:
The 2025 Audit was completed by Westberg Eischens. The attached overview of their audit will be presented by David Euerle, Partner at Westberg Eischens.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 2025 City of Willmar Audit Presentation

City of Willmar

AUDIT PRESENTATION
YEAR ENDED DECEMBER 31, 2025

westberg | eischens
advisors and accountants

Audit Reports Issued

- Financial Statement Report
  - Unmodified (clean) opinion
- Internal Control and Compliance Report
  - No internal control findings issued
  - No compliance findings issued
- Minnesota Legal Compliance Report
  - No compliance findings issued

Governance Communication Letter

- Governance Communication Letter:
  - No new accounting standards adopted
  - No difficulties in dealing with management and employees
  - Recommend reviewing policies and procedures related to capital assets
    - Improve timeliness of capitalizing projects
    - Update capital asset records throughout the year

Fund Statement Highlights

- General Fund:
  - Fund balance increased $1,991,000
  - Total expenditures were under budget by $761,000
- Community Investment Fund:
  - Fund balance decreased $507,000
  - Transfers to other funds was $1.1 million
- LOST Special Revenue Fund:
  - Sales tax revenue was $98,000 higher than prior year
  - Transfers to other funds was $3.7 million
  - Fund balance decreased $417,000

Fund Statement Highlights(cont.)

- Capital Projects Fund - Construction
  - Total capital expenditures were $8.06 million
- Capital Improvement Fund
  - Total capital expenditures were $1.04 million
- Waste Treatment Fund
  - Operating income $1.1 million compared to prior year

Thank you!



GOVERNANCE COMMUNICATION LETTER

FOR THE YEAR ENDED

DECEMBER 31, 2025

August 14, 2026

To the City Council
City of Willmar, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Willmar, Minnesota for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Willmar, Minnesota are described in Note 1 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2025. We noted no transactions entered into by City of Willmar, Minnesota during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

> Management's estimate of depreciation is based on the estimated number of years an asset will be in service. We evaluated key factors and assumptions used to develop the depreciation estimate in determining that it is reasonable in relation to the financial statements taken as a whole.
>
> Management's estimate of pension liabilities is based on actuarial valuations performed by consultants specializing in those areas. We evaluated the key factors and assumptions used to develop those estimates in determining that it is reasonable in relation to the financial statements taken as a whole.
>
> Management's estimate of the pension and OPEB liabilities are based on actuarial valuations performed by consultants specializing in those areas. We evaluated the key factors and assumptions used to develop those estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated August 14, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Willmar, Minnesota's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Issues

We recommend management review policies and procedures related to capital assets. Projects should be closed and capitalized more timely. Also, capital asset purchases and disposals should be recorded throughout the year.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Willmar, Minnesota's auditors. However, these discussions occurred in the normal course of our professional relationship, and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, individual schedules of revenue, expenditures and changes in fund balances – budget and actual, schedules of proportionate share of net pension liability, schedules of employer contributions, and schedule of changes in the city's total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and did not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining statements and individual fund statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of City Council and management of City of Willmar, Minnesota and is not intended to be, and should not be, used by anyone other than these specified parties.

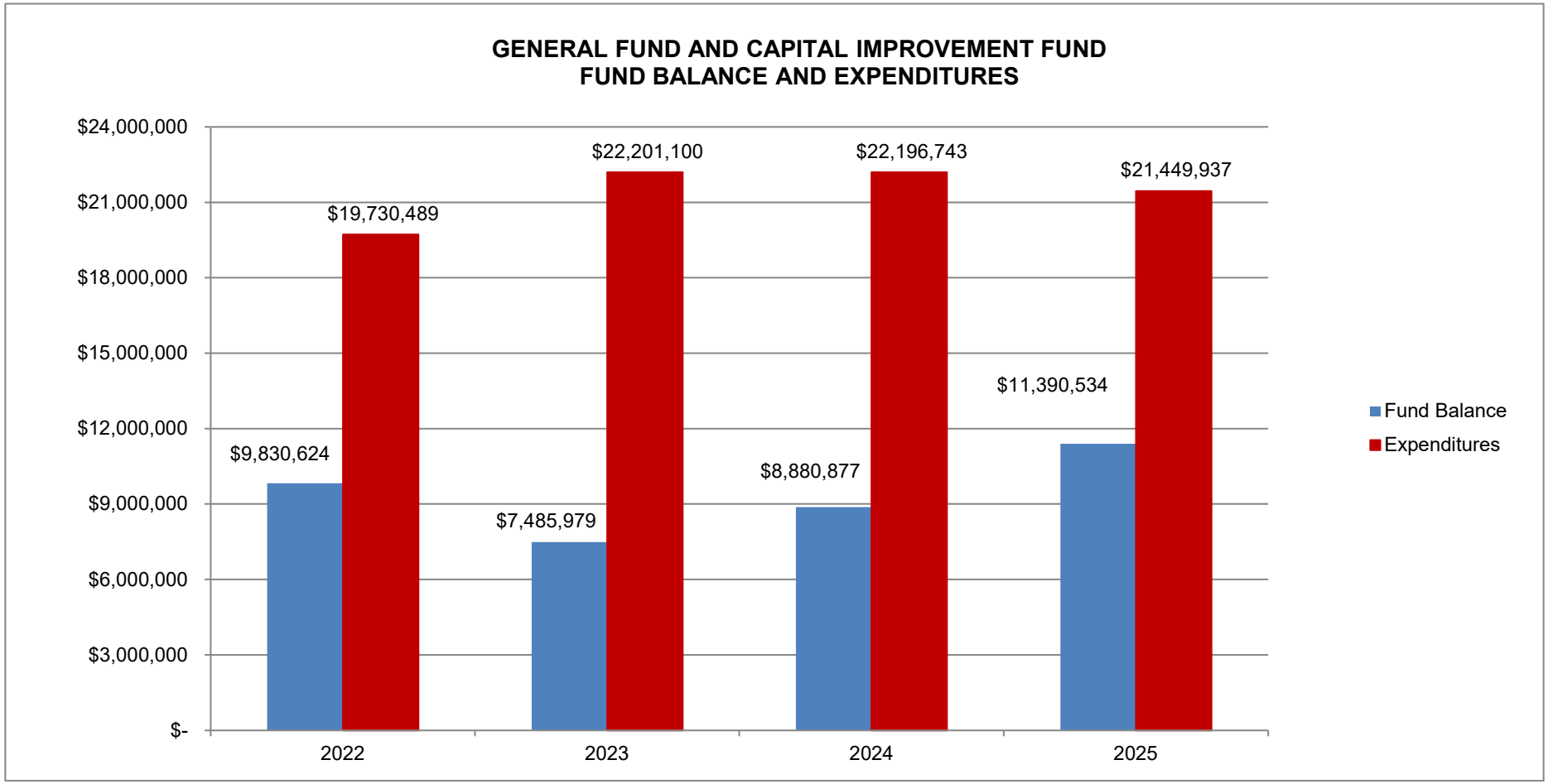
Very truly yours,

Westberg Eischens, PLLP

Westberg Eischens, PLLP
Willmar, Minnesota

CITY OF WILLMAR, MINNESOTA
2025 TREND CHARTS

CITY OF WILLMAR, MINNESOTA

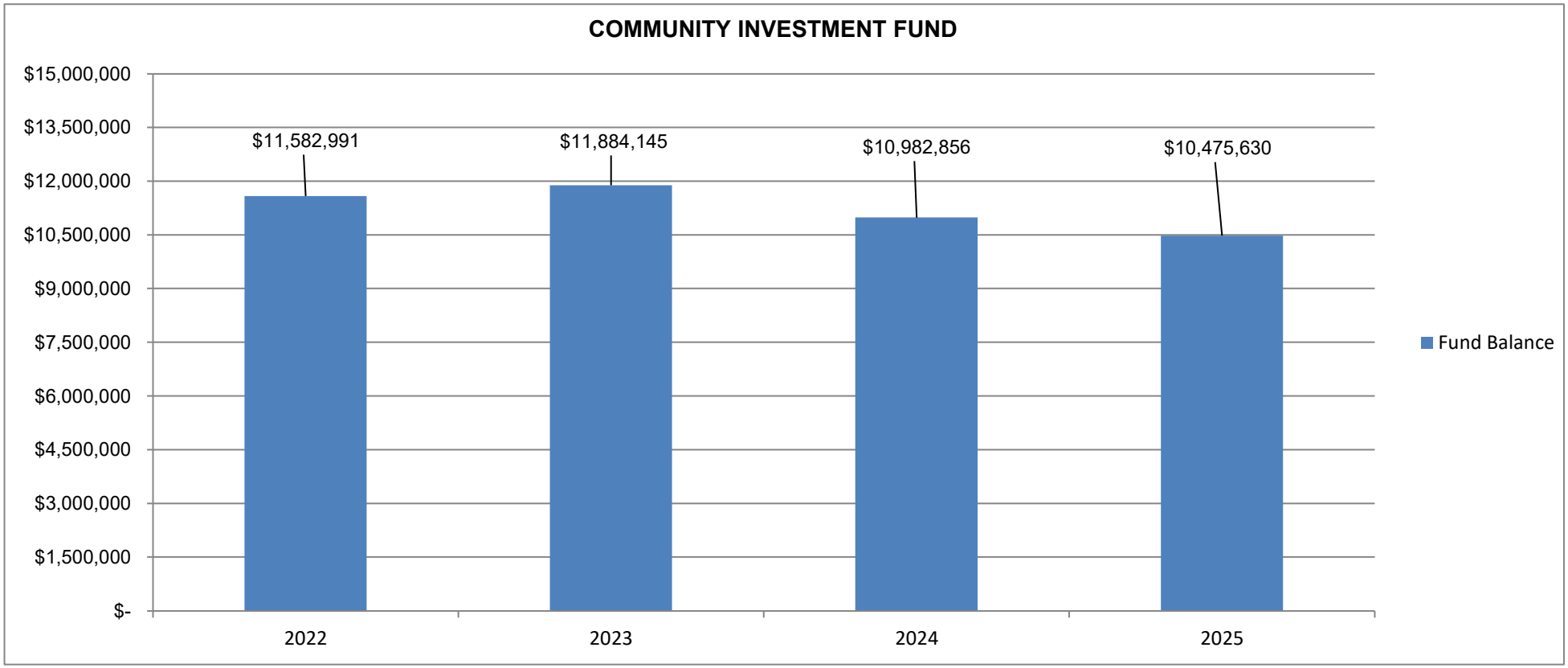


Key Points:

Fund balance increased the last 2 years.

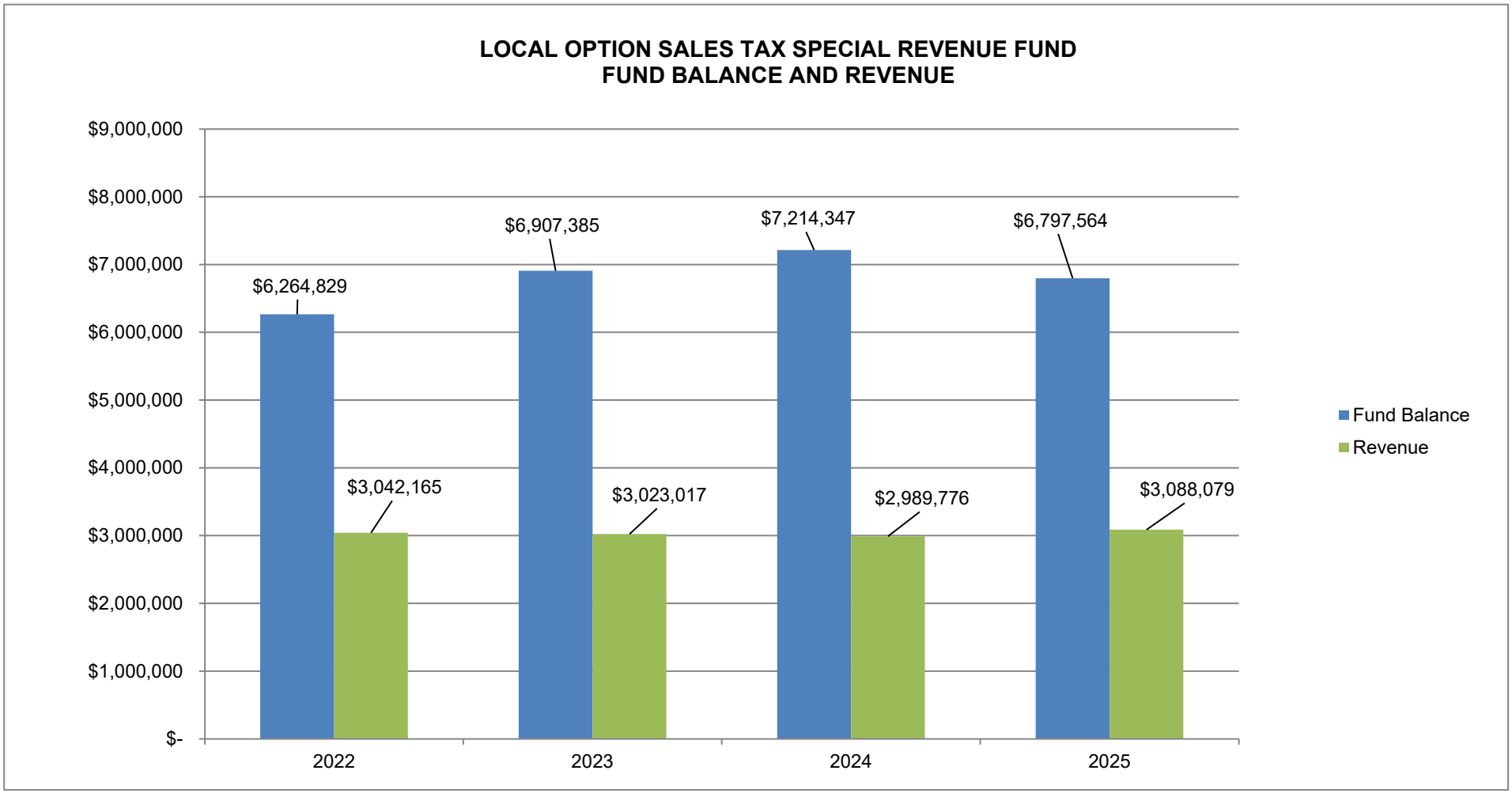
Fund balance increased $1.4 million in 2024 and $2.5 million in 2025

CITY OF WILLMAR, MINNESOTA



Key Points:

Fund balance has decreased the last 2 years.

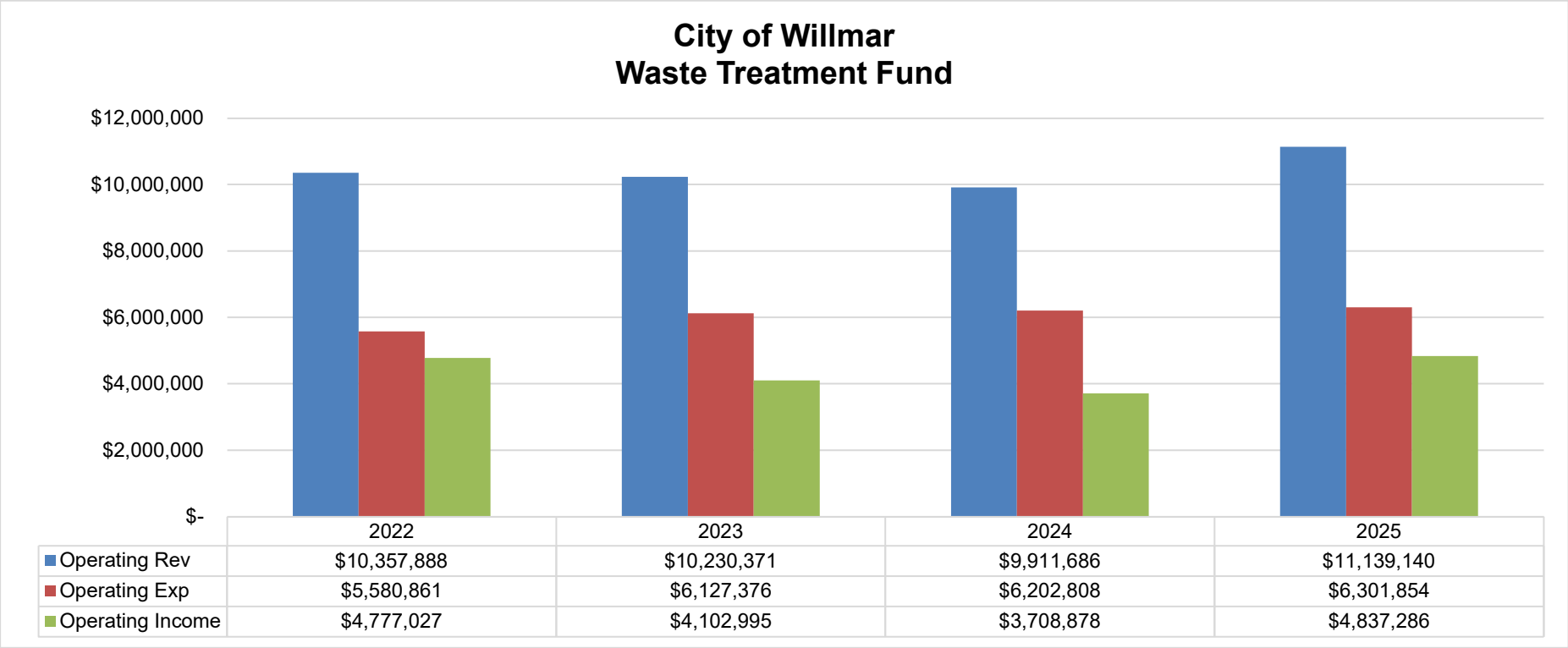


Key Points:

Sales tax revenue has been relatively flat the last 4 years.
Annual debt service requirements are $1.96 million.

City of Willmar
Governmental Activities Outstanding Bonds

	Issue Date	Maturity	Bonds Issued	Fund	Debt Balance 12/31/2024	Debt Balance 12/31/2025	Change
Special Assessment Bonds							
Ser 2016A	10/13/2016	2/1/2027	1,600,000	316	$ 526,000	$ 355,000	$ (171,000)
Ser 2017A	11/20/2017	2/1/2028	1,100,000	397	483,000	368,000	(115,000)
Ser 2018B	6/20/2018	2/1/2029	2,930,000	318	1,570,000	1,275,000	(295,000)
Ser 2019A	10/21/2019	2/1/2030	4,740,000	319	2,990,000	2,520,000	(470,000)
Ser 2020A	7/29/2020	2/1/2031	1,965,000	300	1,411,000	1,219,000	(192,000)
Ser 2021B	10/7/2021	2/1/2032	2,900,000	321	2,460,000	2,205,000	(255,000)
Ser 2022A	8/17/2022	2/1/2038	5,560,000	322	5,350,000	5,045,000	(305,000)
Ser 2023A	9/14/2023	2/1/1939	8,370,000	323	8,370,000	8,115,000	(255,000)
Ser 2024A	6/27/2024	2/1/2040	8,680,000	324	8,680,000	8,680,000	-
Ser 2025A	8/14/2025	2/1/2041	4,065,000	325	-	4,065,000	4,065,000
					31,840,000	33,847,000	2,007,000
General Obligation							
Ser 2018A	6/20/2018	2/1/2038	2,780,000	338	2,195,000	2,065,000	(130,000)
Sales Tax Bonds							
Ser 2021A/Ser 2021C	2021	2/1/2033	18,210,000	320	15,410,000	13,985,000	(1,425,000)
					$ 49,445,000	**$ 49,897,000**	**$ 452,000**



	2022	2023	2024	2025
Operating Rev	$10,357,888	$10,230,371	$9,911,686	$11,139,140
Operating Exp	$5,580,861	$6,127,376	$6,202,808	$6,301,854
Operating Income	$4,777,027	$4,102,995	$3,708,878	$4,837,286

Key Points:

Operating income is sufficient to cover debt payments and required replacement reserves.

Cash and investments at the end of 2025 totaled $10.9 million and provide sufficient reserves against unexpected revenue or expense fluctuations.

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.B.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Jeron Smith, General Manager
Ordinance:	No	**Presented By:**	Jeron Smith, General Manager, Andrea Prekker, Finance & Office Services Supervisor
Item:	Willmar Municipal Utilities Update		

RECOMMENDED ACTION:
Information Only

OVERVIEW:
Willmar Municipal Utilities General Manager Jeron Smith will update the City Council and provide an overview of WMU's 2027 budget.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. WMU Report

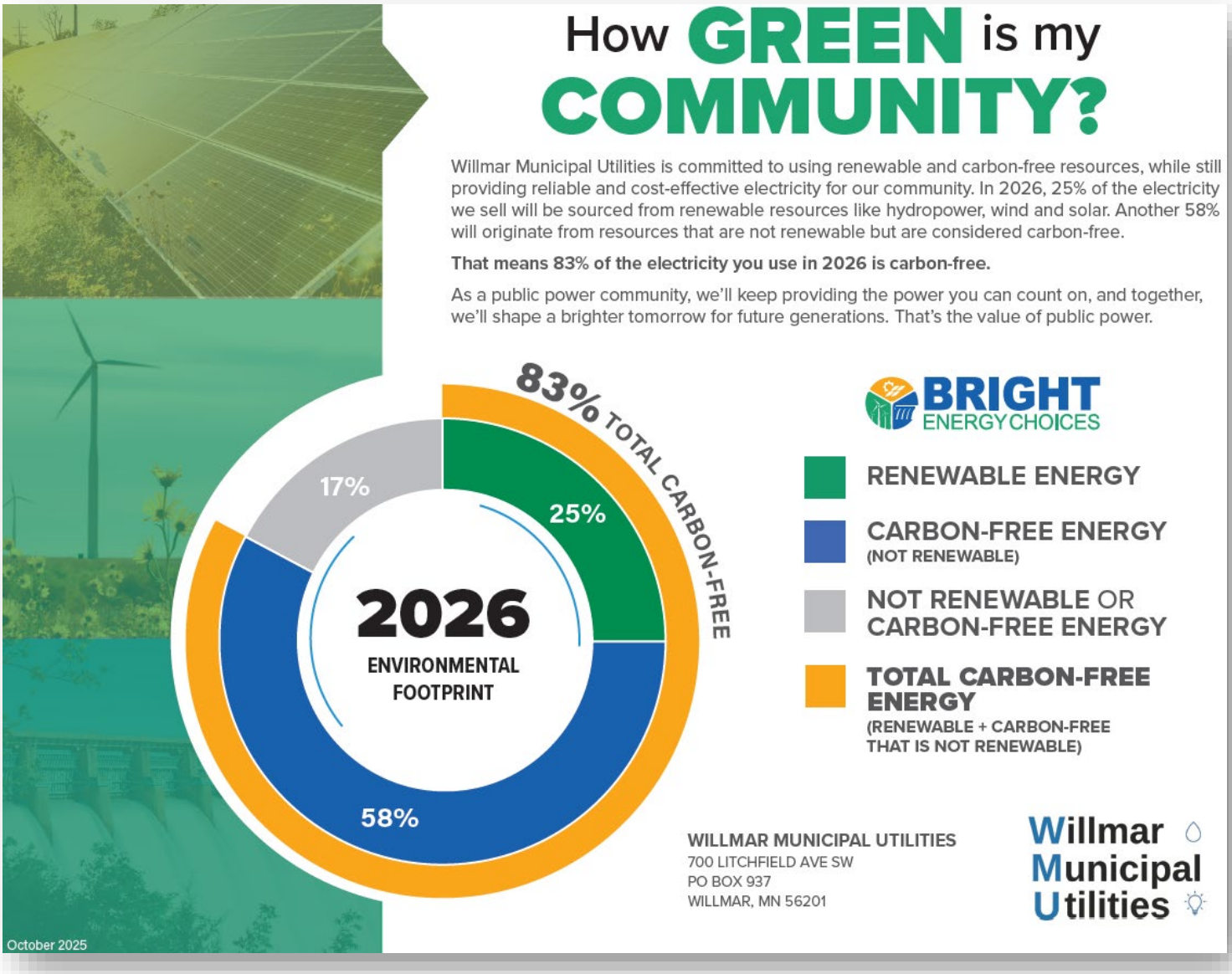
2026 Willmar Municipal Utilities Update with Willmar City Council

Water

- **Water Tower Painting** - The Northeast water tower will be reconditioned this fall to protect its exterior, extend its service life, and give it a fresh appearance including Willmar's new city logo. Similarly in 2027, the 3 million gallon reservoir located at the Southwest plant is scheduled for cleaning and renovations inside and out.
- **Southwest Booster Rehab** – WMU operates three booster stations to ensure the distribution system can deliver adequate water where it's needed. WMU's Southwest Booster Station will be reconstructed in 2027 due to its age and condition. The project is budgeted at $3.7 million.
- **Bulk Water Buying Station** (Benson Avenue SW) – WMU plans to install a self-serve bulk water buying station (credit card required) to make bulk water available 24/7 to serve local contractors and projects. The Bulk Water Buying Station was purchased, and a concrete drive was installed. Installation has been delayed due to MN Dept. of Health (MDH) approval requirements related to the adjacent well.
- **Lakeland Drive Utility Improvements** – The City of Willmar and WMU are pursuing funding to reconstruct sewer and water infrastructure along Lakeland Drive. The project will correct sewer bottlenecks and eliminate the existing undersized interceptor. WMU will benefit by upsizing the water main to increase flow between the NE Water Treatment Plant and the Willmar Ave Water Tower. WMU's portion is estimated at $11-13 million with estimated completion in 2033.
- **Lead and Galvanized Service Line Replacement** - WMU continues to identify and replace lead and galvanized water service lines. Replacing these older lines helps protect public health and improve water system reliability. The program will identify affected service lines, prioritize replacements, and coordinate with property owners as needed. Residents selected for replacement will receive more information as the program moves forward.
- **Wellhead Protection Plan** – WMU has two Drinking Water Source Management Areas (DWSMAs) identified in the Wellhead Protection Plan: Southwest Wellfield (Swansson Field North and South) and the Northeast Wellfield. Other future wellfield expansion areas include Hedin Park. WMU will begin the Wellhead Protection Plan update in 2027.
- **Consumer Confidence Reports** - Recent changes require WMU to publish a Consumer Confidence Report twice a year. These reports share information about drinking water, including water quality test results, regulated contaminants, and other key system updates. We encourage residents to review each report to stay informed about the quality and safety of their drinking water.
- **Rate Study** – A Water Rate Study is being conducted to design rates for 2027-2030. This cost of service analysis will be used to facilitate fair rate development.

Electric

- **Power Supply Portfolio** - In 2026, 25% of Willmar's electricity will be sourced from renewable resources like hydropower, wind and solar. Another 58% will originate from resources that are not renewable but are considered carbon-free. That means 83% of the electricity you use in 2026 is carbon-free.



- **New Generation** – WMU will be installing four new generators with a combined capacity of 11 MW and a target completion date of 2027. The total project cost is approximately $18 million, of which $5 million will be funded by MRES. In addition, a reserved capacity agreement with MRES will provide annual payments to help offset WMU's costs. Upon completion, WMU will have approximately 23 MW of local generation capacity, representing approximately 30% of Willmar's summer peak load.

- **Transmission Investments** – With completion of the recent transmission study conducted by MRES, GRE and WMU, WMU plans to invest approximately $18M in our local transmission network. This project is scheduled for 2028 and will consist of an additional transformer at the Priam Substation, a double-circuit transmission line from the City to a new St. John's Lake Breaker Station, and a capacitor bank at the Power Plant Substation. Increased transmission area capacity will be 34MW. If financing is required, bond payments will be structured to have a net zero impact on the rates and be paid from transmission revenue.
- **Rate Study** – An Electric Rate Study will be conducted in 2027 to design rates for 2028-2030. This cost of service analysis will be used to facilitate fair rate development.

Combined

- **New Facility** – In the spring of 2026, the Service Center building that houses the Line and Water Departments required extensive and costly repairs due to water intrusion, highlighting the ongoing challenges and costs associated with maintaining WMU's aging facilities. Furthermore, additional major repairs are anticipated. With the support of the Willmar City Council, WMU plans to acquire land and continue design of a new facility in 2027, with construction anticipated to begin in 2028–2029. A new facility would provide a long-term home for utility operations and support Willmar's growth for the next 75–100 years while improving energy efficiency, operational efficiencies, and WMU's ability to provide reliable, responsive service to the community.
- **Franchise Fee** - The City charges WMU a franchise fee which adds approximately one cent to each kWh the customer consumes. Kandiyohi Power Cooperative (KPC) is also a direct competitor to WMU and serves property within the City without any franchise fee obligation. The agreement between WMU and KPC states that KPC will continue to serve property annexed into the City for ten years after it is 50% developed.
- **GIS Mapping** – WMU is developing GIS maps of our electric and water systems. WMU plans to share infrastructure information with the City in exchange for access to City mapping information like parcel data and Pictometry that the City already maintains.
- **WMU Strategic Plan** - In 2024, MUC adopted a revised WMU Strategic Plan. WMU staff continues to advance the strategic priorities outlined in the plan and provides the Commission with a progress update twice each year.
- **Shared Agreements** – WMU and City staff collaboratively developed a listing of all shared agreements and services in 2024. WMU and the city are working jointly to consolidate this information into one document.

Awards

- **APPA RP3 Diamond Designation** – WMU has earned the American Public Power Association (APPA) Reliable Public Power Provider (RP3) Diamond Designation**,** the highest level of recognition for public power utilities. The RP3 program recognizes excellence in reliability, safety, workforce development, and system improvement, demonstrating WMU's commitment to delivering exceptional electric service to the community. Only 6 of the 124 public utilities in MN achieved this prestigious award.

- **APPA Excellence in Reliability Award** – WMU received the APPA Excellence in Reliability Award, recognizing top-performing public power utilities that achieve outstanding electric system reliability. This award reflects WMU's continued investment in infrastructure, maintenance, and operational practices that help ensure dependable electric service for customers.
- **Safety Excellence Recognition** – WMU has been recognized for its strong safety culture through the APPA Safety Award of Excellence (Diamond Level) and the Minnesota Governor's Safety Award. These awards highlight WMU's commitment to employee safety, training, and operational excellence while maintaining reliable utility services for the community.

State Legislative Priorities

- Oppose third-party electricity sales that would allow unregulated entities to sell power directly to utility customers.
- Support right-of-first-refusal (ROFR) reforms that improve municipal utility participation in transmission development projects.
- Advocate for PFAS mitigation funding and policies that recognize utilities as conduits, not sources, of PFAS contamination.
- Pursue net metering reforms that provide equitable cost recovery and fairness for all utility customers.
- Support an all of the above carbon-free strategy, including repeal of the nuclear moratorium and recognition of biomass as an eligible carbon-free resource.
- Support passage of a state bonding bill that invests in infrastructure and community development.

Federal Legislative Priorities

- Preserve the federal tax exemption for municipal bonds and modernize public finance laws to maintain affordable utility infrastructure financing.
- Increase funding for LIHEAP to assist customers and reduce utility payment risks.
- Support an all-of-the-above energy strategy and policies that maintain electric grid reliability while avoiding premature generation retirements.
- Advance permitting reform through the SPEED and PERMIT Acts to streamline infrastructure development and reduce project costs.
- Support FEMA reforms that accelerate disaster recovery funding, reduce financial burdens on utilities, and improve hazard mitigation programs.
- Preserve the municipal utility exemption from federal pole attachment regulations and protect local control of utility infrastructure.

Closing

Over the past several years, the City and Utility staff have been working together to share information, coordinate, and plan projects to better serve the community. This relationship is appreciated and important to remain fiscally responsible for minor or major projects. The Commission thanks the City for the teamwork.

Willmar Municipal Utilities
2027 Budget

City Council Meeting September 21, 2026

Willmar Municipal Utilities

WMU Mission Statement

"Willmar Municipal Utilities will provide safe, reliable & quality utility services at competitive rates for their customers."

RP3 RELIABLE PUBLIC POWER PROVIDER

Overview

- Schedule
- Capital Budget Summary
- Operating Revenue Summary
- Operating Expense Summary
- Statement of Cash Flows: 10-Year Capital Improvement Plan

Budget Schedule

- June 22 — Distribution of budget worksheets
- August 26 — Management review
- September 2 — WMU Planning Committee review
- September 14 — WMU Commission approval
- September 21 — WMU Commission minutes to City Council
- October 1 — Attachment O Submitted (MISO Transmission Revenue Filing)

RP3 RELIABLE PUBLIC POWER PROVIDER

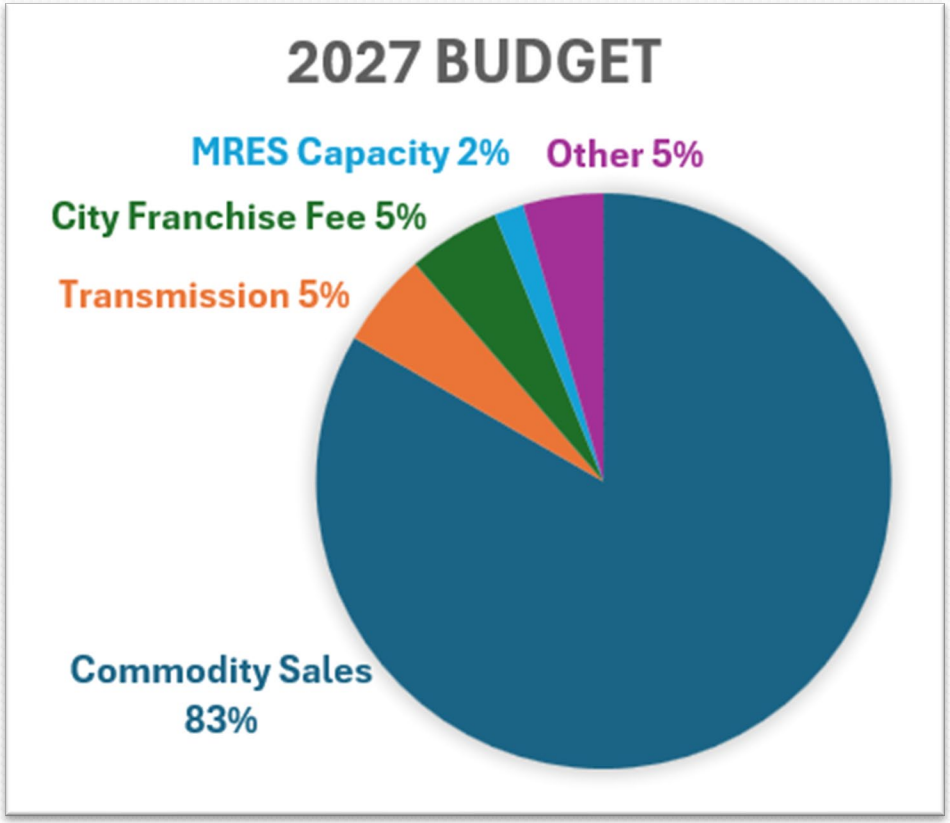
Willmar Municipal Utilities

Capital Budget Summary

	2026 Budget	2027 Budget
Facilities & Maintenance	$12,751,000	$2,310,000
Electric Department	$1,305,816	$1,098,991
Transmission	$540,500	$1,700,000
Generation	$2,700,000	$10,190,800
Technology	$0	$55,000
Water Department	$1,785,838	$4,949,789
Total Capital Expenses	**$19,083,154**	**$20,304,580**

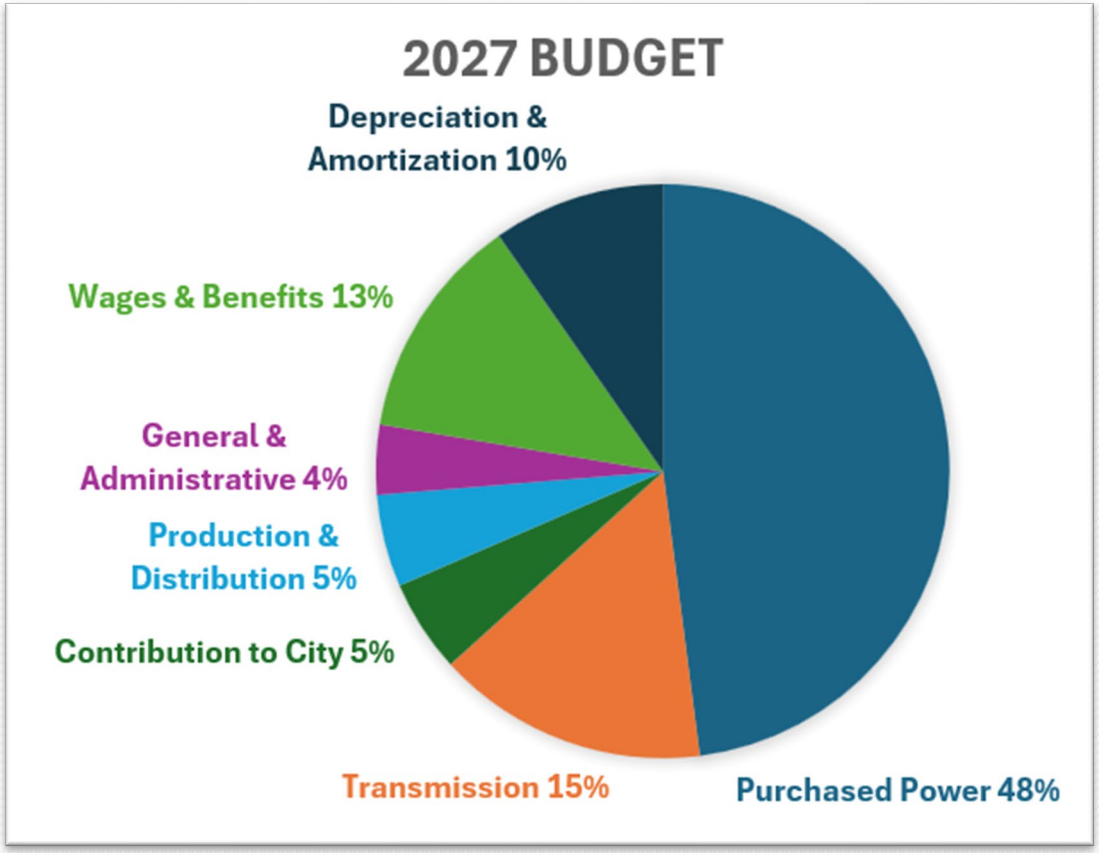
Operating Revenue Summary

	2026 Budget	2027 Budget
Commodity Sales	$36,128,391	$37,659,813
City Franchise Fee	$2,461,580	$2,349,270
Transmission	$2,200,000	$2,400,000
MRES Capacity	$709,000	$748,000
Other	$1,736,469	$2,044,889
Total Operating Revenues	**$43,235,440**	**$45,201,972**



Operating Expense Summary

	2026 Budget	2027 Budget
Purchased Power	$17,674,818	$19,541,744
Transmission	$4,644,350	$6,242,586
Production & Distribution	$2,063,960	$2,116,310
General & Administrative	$1,737,103	$1,599,276
Wages & Benefits	$4,859,080	$5,168,791
Depreciation & Amortization	$3,741,462	$3,948,492
Total Operating Expenses	**$34,720,773**	**$38,617,199**
Contribution to City	**$2,136,842**	**$2,136,842**



Statement of Cash Flows

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Revenue	$41,552,702	$44,429,264	$46,611,035	$50,819,262	$51,037,266	$51,261,810	$51,493,091	$51,731,309	$51,976,675	$52,229,401
City Franchise Fee	$2,349,270	$2,490,226	$2,639,640	$2,745,225	$2,745,225	$2,745,225	$2,745,225	$2,745,225	$2,745,225	$2,745,225
Total Revenue Received	$43,901,972	$46,919,491	$49,250,675	$53,564,487	$53,782,491	$54,007,035	$54,238,316	$54,476,535	$54,721,900	$54,974,627
Purchased Power	$19,541,744	$20,317,557	$20,510,527	$21,364,257	$22,218,827	$23,107,580	$24,031,884	$24,993,159	$25,992,885	$27,032,601
Operating Expenses (less Depreciation)	$15,126,963	$15,883,311	$16,677,477	$17,511,351	$18,386,918	$19,306,264	$20,271,577	$21,285,156	$22,349,414	$23,466,885
Total Operating Expenses	$34,668,707	$36,200,868	$37,188,004	$38,875,608	$40,605,746	$42,413,845	$44,303,461	$46,278,315	$48,342,299	$50,499,486
Other Income	$1,300,000	$1,100,000	$850,000	$700,000	$700,000	$700,000	$700,000	$700,000	$700,000	$700,000
Other Expense	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
Intragovernmental transfer	$2,136,842	$2,136,842	$2,136,842	$2,136,842	$2,136,842	$2,136,842	$2,136,842	$2,136,842	$2,136,842	$2,136,842
Bond Payment Principal & Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Additional Cash Outflows	$863,842	$1,063,842	$1,313,842	$1,463,842	$1,463,842	$1,463,842	$1,463,842	$1,463,842	$1,463,842	$1,463,842
Office/Warehouse	$2,200,000	$9,911,000	$6,501,000	$0	$0	$0	$0	$0	$0	$0
Vehicles/Equipment	$270,000	$340,000	$165,000	$445,000	$275,000	$185,000	$0	$50,000	$0	$0
Electric Construction	$1,348,991	$910,216	$471,721	$3,503,514	$4,640,602	$907,992	$520,692	$4,533,709	$547,052	$560,728
Transformers	$380,000	$380,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$190,000	$150,000
Transmission Expansion	$1,000,000	$5,000,000	$5,000,000	$9,000,000	$0	$0	$0	$0	$0	$0
Diesels	$10,190,800	$0	$0	$0	$0	$0	$0	$0	$0	$0
GIS Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Plant Construction	$0	$0	$500,000	$500,000	$500,000	$34,025,500	$0	$0	$0	$0
Water Other Construction	$4,133,289	$340,549	$396,149	$0	$108,625	$0	$95,000	$0	$98,000	$0
Water Mains	$655,000	$1,505,000	$1,205,000	$2,005,000	$7,205,000	$7,005,000	$1,005,000	$14,905,000	$1,505,000	$1,605,000
SCADA Upgrade	$71,500	$0	$0	$200,000	$0	$0	$0	$0	$0	$0
Servers/Firewalls/Office Equipment	$55,000	$0	$0	$43,500	$0	$0	$0	$0	$44,700	$0
Total Capital Projects	$20,304,580	$18,386,765	$14,428,870	$15,887,014	$12,919,227	$42,313,492	$1,810,692	$19,678,709	$2,384,752	$2,315,728
Net Cash Balance	$47,769,106	$39,037,122	$35,357,081	$32,695,104	$31,488,781	-$695,362	$5,964,959	-$6,979,373	-$4,448,366	-$3,752,795
Goal - 50% of Revenue	$20,776,351	$22,214,632	$23,305,518	$25,409,631	$25,518,633	$25,630,905	$25,746,545	$25,865,655	$25,988,337	$26,114,701
	OK	OK	OK	OK	OK	Not Met	Not Met	Not Met	Not Met	Not Met
Difference	-	-	-	-	-	(26,326,267)	(19,781,587)	(32,845,028)	(30,436,704)	(29,867,496)

Thank you for the opportunity to present WMU's 2027 budget.

Questions?

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.C.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Administrator
Ordinance:	No	**Presented By:**	
Item:	Flock Contract		

RECOMMENDED ACTION:

OVERVIEW:
At its September 8, 2026, regular meeting, City Council members requested that the contract with Flock be added to the agenda for further discussion.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.D.
Agenda Section:	Regular Business	**Originating Department:**	Human Resources
Resolution:	Yes	**Prepared By:**	Kyle Box, City Administrator, Alissa Gambrel, Human Resources Director
Ordinance:	No	**Presented By:**	Kyle Box, City Administrator, Alissa Gambrel, Human Resources Director
Item:	Consider Approval of Payroll and Human Capital Management Services Agreement with Paycom Payroll, LLC		

RECOMMENDED ACTION:
To approve 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.

OVERVIEW:
The City utilizes a payroll and HR platform for time keeping, payroll processing, recruitment and onboarding, performance management, benefits tracking, and other personnel-related operations. The system currently being used has a number of limitations on functionality and a level of complexity that requires substantial vendor support to maintain operations.

Paycom's proposed system includes payroll processing, employee self-service, time and attendance, time-off and accrual tracking, recruiting and applicant tracking, onboarding, personnel action forms, performance management, certification management, compliance tools, reporting, tax filing, and other human resources functions. The implementation proposal anticipates an approximately seven- to eight-week implementation process, including data collection, configuration, validation, employee training, payroll testing, and transition to ongoing support.

Staff is proposing that the City transition to using the Paycom platform for payroll and HR operations. Paycom offers improved functionality and a more user-friendly experience.

BUDGETARY/FISCAL ISSUES:
The Paycom contract would replace our existing contract with Creative Planning and fits within the existing

budget.
2027: ~$49,500

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution Paycom
2. PaycomProposalforCityofWillmar
3. MasterServiceAgreementforCityofWillmar

RESOLUTION NO. _____

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

Motion By: _____ Second By:_____

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

_____
MAYOR

Attest:

_____
CITY CLERK

Investment Summary

Finalized on
August 14, 2026 | Quote Valid for 30 Days
Proposal ID | 772270.785183.1915143
Country | United States of America
State | Minnesota
Currency | USD

Proposal Prepared for

CITY OF WILLMAR
333 6TH ST SW
WILLMAR, MN 56201
320-235-4913

Proposal Prepared by

Paycom Payroll, LLC
7501 W. Memorial Road Oklahoma City, Oklahoma 73142
1-800-580-4505

Per Payroll Transaction
8.63 (Base) + 0.95 (Per Check)

Per Employee Per Month
18.14

Total Initial Investment
4,954.72

Comprehensive Service Breakdown: Refer to the Pages That Follow

CLIENT AUTHORIZATION

Client Signature _____ Title _____

Printed Name _____ Date _____

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees and charges may apply. All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.

Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

Initial Term End Date: 11/15/2029
Year 1: 0%, Year 2: 4%, Year 3: 5%
Renewal Term: 3 Year(s)

Paycom's fees may be subject to fluctuation depending upon the extent to which Client uses Paycom's Services (i.e. if Client's employee count increases during this time period, Paycom's fee rates will be as stated but the fees will increase as a result of the additional employee check processing quantities). During the Initial Term, if Client elects to receive additional service offerings or additional software functionality, then Client will be charged for any such additional services or functionality. The cap on fee increases shall not apply to any additional processing fees or pass-through charges. Paycom's fee rates shall be uncapped after the Initial Term.

Investment Summary

Finalized on
August 14, 2026 | Quote Valid for 30 Days
Proposal ID | 772270.785183.1915143
Currency | USD

PAYROLL PROCESSING COSTS	BASE	PER CHECK	PER USE
PAYROLL TRANSACTION	8.63	0.95	
DIRECT DEPOSIT (PER ADDITIONAL DISTRIBUTION)			0.31
GARNISHMENTS (PER ORDER)			10.00
DELIVERY (PER DELIVERY)			20.00

PAYROLL DETAILS	# OF PAYROLLS	# OF EMPLOYEES	PER PAYROLL
BI-WEEKLY	26	200	198.63

MONTHLY COSTS	QUANTITY	PER USE	PEPM	UNIQUE EMPLOYEES PAID	PER MONTH
HUMAN CAPITAL MANAGEMENT SOLUTIONS			18.14	200	3,628.00
MULTI-JURISDICTION (PER ADDITIONAL JURISDICTION)		6.00			
401(K) FILE	1				70.56
TOTAL					3,698.56

SOLUTION DETAILS		
SINGLE APPLICATION HCM SYSTEM	DEDICATED PAYCOM SPECIALIST	POSITION SEAT MANAGEMENT
ORGANIZATIONAL CHART	MANAGER ON-THE-GO®	EMPLOYEE SELF-SERVICE®
ASKHERE	IWANT	APPLICANT TRACKING
SELF-ONBOARDING	NEW HIRE REPORTING	DOCUMENTS AND CHECKLISTS
E-VERIFY®	TIME AND ATTENDANCE	TIME-OFF REQUESTS
TIME-OFF ACCRUAL TRACKING	GONE®	GEOFENCING
ENHANCED AFFORDABLE CARE ACT	GOVERNMENT & COMPLIANCE	PERSONNEL ACTION FORMS
PERFORMANCE DISCUSSION FORMS	CERTIFICATION MANAGEMENT	PAYROLL PROCESSING
BETI®	APPROVE MY CHECK	PAYROLL AUTOMATION
PAYROLL DASHBOARD	PAYROLL GROSS TO NET	PAYCOM PAY®
CHECK STUFFING	DIRECT DEPOSITS	CHECK VOUCHERS
FEDERAL ELECTRONIC TAX DEPOSITING (941, 940)	DEPOSIT AND FILE STATE TAX DEPOSITS	DEPOSIT AND FILE SUTA (STATE UNEMPLOYMENT)
QUARTERLY FEDERAL/STATE DEPOSIT STATEMENTS	QUARTERLY 941S SIGNED AND FILED	TAX REGISTRATION SERVICE
VAULT	ADVANCED REPORT CENTER	PUSH REPORTING®
GL CONCIERGE	WORKERS COMP TRACKING	401(K) STANDARD REPORT
DIRECT DATA EXCHANGE®	MY ANALYTICS/EXECUTIVE DASHBOARD	EMPLOYMENT PREDICTOR
MYCOM		

Investment Summary

Finalized on
August 14, 2026 | Quote Valid for 30 Days
Proposal ID | 772270.785183.1915143
Currency | USD

ANNUAL COSTS		
EMPLOYEE/EMPLOYER W-2S	PER FORM	6.95
W-3 TRANSMITTAL		75.00
ACA FORM 1094 (B OR C)		75.00
ACA FORM 1095 (B OR C)	PER FORM	6.95

ONE-TIME COSTS	QTY
CLIENT CONVERSION	4,954.72
TOTAL	4,954.72

paycom

Payroll and Human Capital Management Services Agreement

This Payroll and Human Capital Management Services Agreement ("PHCMSA"), effective as of the date of Client's signature below ("Effective Date"), is by and between Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142, United States of America, and its applicable affiliates (hereinafter "Paycom") and the undersigned Client (hereinafter "Client").

Paycom and Client agree that this PHCMSA, the General Terms and Conditions (www.paycom.com/agreements), as may be amended from time to time as provided for therein (the "GTC"), and all of the applicable service component Schedules (www.paycom.com/agreements) ("Schedules") shall apply to all services provided by Paycom to Client except for certain standalone services governed by separate agreements. The GTC and the applicable Schedules are incorporated by reference herein as if fully set forth herein. All of Paycom's services provided to Client, but excluding the background screening services, shall be and are collectively referred to as the "Services." This PHCMSA, the GTC and the applicable service component Schedules shall be and are collectively referred to as the "Agreement."

Subject to the terms and conditions of the Agreement, Paycom agrees to perform and Client hereby engages and hires Paycom to perform on Client's behalf each of the Services indicated on proposal(s) acknowledged by Client and as more specifically described in this Agreement. The final version(s) of such proposal(s) acknowledged by Client are incorporated by reference herein as if fully set forth herein.

Subject to the terms and conditions of this Agreement, Paycom shall make available to Client each service component of the Services promptly after Client provides Paycom with the information and documents that Paycom requires to begin performing the subject Services.

Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information, designations, elections, or instructions provided by Client.

Notwithstanding anything to the contrary in this Agreement, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUT EXCEPT FOR PAYCOM'S FEES AND PAYCOM'S LOST PROFITS AND EXCEPT AS TO THOSE MATTERS PROVIDED FOR IN SECTIONS 12 AND/OR 24 OF THE GENERAL TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST ANTICIPATED SAVINGS, LOSS OF EMPLOYEES, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT AS LIMITED FURTHER BY THE AGREEMENT AND EXCEPT FOR THE ITEMS DESCRIBED IN SECTIONS 24.1 THROUGH 24.8 OF THE GENERAL TERMS AND CONDITIONS, THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT OR FROM ANY SERIES OF BREACHES ARISING OUT OF THE SAME OR SUBSTANTIALLY THE SAME ERROR(S), ACT(S), INCIDENT(S), OR OMISSION(S), REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL UNDER NO CIRCUMSTANCES EXCEED AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES AND CHARGES PAID BY CLIENT TO PAYCOM UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE ALLEGED BREACH, OR SERIES OF BREACHES ARISING OUT OF THE SAME ERROR, ACT, INCIDENT, OR OMISSION, FOR THE SERVICE COMPONENT(S) WHICH IS/ARE THE SUBJECT OF THE ALLEGED BREACH. CLIENT ACKNOWLEDGES THAT PAYCOM IS NOT AN INSURER OF CLIENT'S POTENTIAL LOSSES AND THAT THE FEES AND CHARGES PROVIDED FOR HEREIN ARE NOT SUFFICIENT TO RENDER PAYCOM AS CLIENT'S INSURER. THESE LIMITATION OF LIABILITY PROVISIONS, INCLUDING THE AGGREGATE CAP, ARE MATERIAL PROVISIONS OF THIS AGREEMENT THAT HAVE BEEN MATERIALLY AND SPECIFICALLY RELIED UPON BY PAYCOM WITH RESPECT TO DEFINING ITS SERVICES, ITS OBLIGATION AND ITS PRICING IN THIS AGREEMENT.

The Agreement will begin on the Effective Date and continue through the Initial Term End Date listed on Client's proposal signed in connection with this Agreement ("Initial Term"). After the Initial Term, any renewal period shall equal the length of the Renewal Term indicated on Client' proposal signed in connection with this Agreement (a "Renewal Term"). After the Initial Term or after any Renewal Term, the Agreement shall automatically renew for a successive Renewal Term unless either Party notifies the other Party with a written or electronic notice of non-renewal of the party's intent not to renew the Agreement at least ninety (90) days prior to expiration of the then-effective Initial Term or Renewal Term, with *time being of the essence*. The Initial Term and Renewal Term, if any, together shall be considered the term ("Term").

The parties agree that the actual damages resulting from a premature termination of this Agreement by Client would be impracticable or extremely difficult to ascertain. Accordingly, in the event that: (i) Client terminates this Agreement prior to the expiration of the Term; (ii) during the Term, Client ceases to exclusively use Paycom's Services; or (iii) during the Term, Paycom terminates the Agreement pursuant to Section 8 of the GTC; then Client agrees that Client shall be liable to Paycom for an early termination fee, which is computed as follows:

The average monthly Paycom fee amount assessed against Client (by averaging all Paycom fees and charges assessed against Client throughout the most recent prior six (6) full calendar months of Client's use of Paycom's Services as its exclusive provider); multiplied by the number of full or partial months remaining in the Term at the time of termination; then further multiplied by eighty percent (80%). In the event Client does not: (i) process a first payroll with Paycom; or (ii) initially use Paycom's Services for six full calendar months, then, for purposes of computing the early termination fee, in lieu of the first part of the immediately preceding sentence, the average monthly Paycom fee amount shall be computed based upon the estimated fee and charge amounts calculated on the pricing proposal(s) signed by Client.

Business tax identification number (FEIN in USA):_____

Paycom's right to recover an early termination fee shall be in addition to any other rights Paycom may have against Client under any other applicable agreement (including Paycom's right to recover any unpaid fees or charges for Services previously rendered). The parties agree that Paycom's pricing to Client was based upon a multi-month commitment and that the early termination fee constitutes the parties' good faith liquidated estimate of Paycom's actual damages in the event of early termination and is not intended as any sort of penalty.

Notwithstanding the foregoing, Client shall not be liable to Paycom for an early termination fee, as described above, in the event Client ceases to use Paycom's services as a result of a material breach by Paycom of Paycom's obligations under this Agreement that remains uncured after Paycom is provided with a written notice of material breach, in strict accordance with this Agreement (including Section 11 of the GTC), that provides Paycom with a thirty (30) day cure period to cure any all alleged such breaches, but if any such breaches are of a nature that such breach or breaches are not reasonably susceptible to cure within thirty days, then Paycom shall have additional time, not exceeding ninety additional days, to cure such breach(es) so long as Paycom has commenced efforts to cure such breach(es) within thirty (30) days and continues to diligently pursue a cure during such additional days.

All issues and questions concerning the construction, validity, enforcement, performance and interpretation of the Agreement, the parties' business dealings now or hereafter, and the parties' corresponding, contemporaneous and/or subsequent agreements shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America. With respect to any claim arising out of the Agreement, the parties' business dealings and/or the parties' corresponding, contemporaneous and/or subsequent agreements, each party irrevocably submits to the exclusive jurisdiction and exclusive venue of the State or U.S. Federal courts located in Oklahoma County, Oklahoma, United States of America.

The PHCMSA, GTC and any applicable Schedule are intended to contain supplemental and complementary terms and conditions. In the event of a direct conflict between the terms of the PHCMSA, the GTC and any Schedule such conflict shall be resolved in the following order, from highest priority to lowest priority: (1) PHCMSA; (2) GTC; and (3) the applicable Schedule. Notwithstanding the foregoing sentence, any terms in such Schedule that are specific to the service provided in the Schedule, as distinguished from general contract terms, shall control over (1) and (2).

Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client. By signing below, Client agrees that it has (1) received the Agreement, (2) had an opportunity to read the Agreement and (3) agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, Paycom and Client have executed this Agreement as of the Effective Date.

AGREED AND ACCEPTED BY CLIENT:

COMPANY LEGAL NAME

TYPE OR PRINT NAME TITLE

AUTHORIZED SIGNATURE Date

PAYCOM PAYROLL, LLC d/b/a PAYCOM, for itself and its applicable affiliates:

AUTHORIZED SIGNATURE

TYPE OR PRINT NAME

Reporting Agent
TITLE

Business tax identification number (FEIN in USA):_____

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.E.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Alissa Gambrel, Human Resources Director, Kyle Box, City Administrator
Ordinance:	No	**Presented By:**	Alissa Gambrel, Human Resources Director, Kyle Box, City Administrator
Item:	Consider Approval of a new Job Description		

RECOMMENDED ACTION:
Motion to approve Operations and Administrative Coordinator job description.

OVERVIEW:
With the City Operations Director position vacant, Administration reviewed the position and the current needs of the organization. Staff recommends restructuring the position to Operations and Administrative Coordinator.

The existing City Operations Director is a broad senior administrative position that includes serving as Acting City Administrator, coordinating Citywide initiatives, assisting with budgeting and administrative policies, monitoring legislative issues, and supporting organizational operations.

The proposed Operations and Administrative Coordinator position would provide professional administrative, analytical, and organizational support to the City Administrator, with emphasis on:

Cross-department coordination and implementation; research and policy analysis; legislative and regulatory monitoring; Council and Administrator priority follow-up; Organizational and process improvement; Intergovernmental coordination; and Special projects and assignments.

The position would not serve as Acting City Administrator or exercise general supervisory authority over department directors. The restructuring is intended to preserve needed professional capacity within Administration while creating a more focused role centered on coordination, analysis, and organizational follow-through.

The position would replace the vacant City Operations Director position and would not add an additional FTE.

BUDGETARY/FISCAL ISSUES:

Pay Grade: HI
$37.07 - $49.95

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Operations and Administrative Coordinator

City of *WILLMAR*

OPERATIONS AND ADMINISTRATIVE COORDINATOR

Position Title: Operations and Administrative Coordinator
Department: Administration
Department Head: City Administrator
Immediate Supervisor: City Administrator
Pay Grade: HI **FLSA Status:** Non-exempt

APPROVED *September 21, 2026*
REVISED: _____
REVISED: _____
REVISED: _____

PURPOSE

Under the direction of the City Administrator, performs professional administrative and operational work coordinating Citywide initiatives, cross-department activities, organizational priorities, legislative monitoring, and special assignments.

The Operations and Administrative Coordinator facilitates implementation of City Council and City Administrator priorities; coordinates activities involving multiple City departments, consultants, governmental agencies, and community partners; monitors progress and follow-through on assigned initiatives; conducts research and analysis; supports monitoring of legislative and regulatory matters affecting the City; identifies opportunities for operational and organizational improvement; and prepares reports and recommendations.

ORGANIZATIONAL RELATIONSHIPS

Communicates with: *Internally* – City Administrator, department directors, City employees, Mayor and City Council members, City Attorney, and members of City boards, commissions, and committees.
Externally – County and other local government officials, state agencies, state legislators and legislative staff as assigned, League of Minnesota Cities and other professional organizations, consultants, contractors, community and business organizations, partner agencies, and members of the public.

Supervises: No regular direct supervisory responsibilities. May coordinate the work of employees, consultants, contractors, or project teams associated with specifically assigned Citywide initiatives.

ESSENTIAL FUNCTIONS

- Coordinates Citywide administrative and operational initiatives and special assignments as directed by the City Administrator.
- Facilitates implementation of City Council directives, City Administrator priorities, strategic initiatives, and other organizational objectives.

OPERATIONS AND ADMINISTRATIVE COORDINATOR

- Coordinates work information and activities involving multiple City departments to establish responsibilities, timelines, required actions, and expected outcomes. Develops and maintains systems to monitor organizational priorities, Council directives, administrative initiatives, assignments, deadlines, and other commitments requiring coordinated follow-through.
- Reviews organizational processes and procedures and develops recommendations for improvements.
- Supports the City Administrator in monitoring state and federal legislative, regulatory, and policy developments, and other governmental actions that may affect City operations, finances, programs, services, or strategic priorities.
- Prepares memoranda, reports, presentations, correspondence, and other materials related to assigned initiatives and operational matters.
- Coordinates activities with consultants, contractors, governmental agencies, community partners, and other outside organizations associated with assigned initiatives.
- Assists with the development and implementation of administrative procedures, operational plans, and organizational initiatives under the direction of the City Administrator and in coordination with affected departments.
- Coordinates internal working groups, committees, or teams established to address cross-department operational or administrative matters.
- Assists with coordination of grants, contracts, requests for proposals, agreements, and other administrative processes associated with specifically assigned initiatives, in cooperation with Finance, the City Attorney, and responsible departments as appropriate.
- As assigned by the City Administrator, attends City Council, committee, board, commission, departmental, legislative, intergovernmental, community, or other meetings.
- Represents the City Administrator at meetings or in discussions regarding specifically assigned matters when directed.
- Establishes and maintains effective working relationships with elected officials, City employees, governmental agencies, legislators and legislative staff, consultants, contractors, community organizations, and members of the public.
- Performs other related duties and special assignments as directed by the City Administrator.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of principles and practices of public administration and local government operations.
- Knowledge of organizational operations, administrative practices, and process improvement principles.
- General knowledge of municipal budgeting, procurement, contracts, policies, ordinances, and governmental procedures.

- Ability to monitor, research, summarize, and communicate legislative, regulatory, and policy developments.
- Ability to coordinate complex assignments involving multiple departments, organizations, or stakeholders.
- Ability to organize work, establish priorities, develop timelines, monitor progress, and ensure appropriate follow-through.
- Ability to work effectively across departments.
- Ability to conduct research, analyze complex information, and communicate findings clearly.
- Ability to communicate effectively verbally and in writing.
- Ability to establish and maintain effective working relationships with elected officials, employees, governmental agencies, legislators, consultants, community organizations, and members of the public.
- Ability to manage multiple assignments and adapt to changing priorities.
- Ability to work independently while maintaining appropriate communication and coordination with the City Administrator and affected departments.

MINIMUM QUALIFICATIONS

Bachelor's degree in public administration, business administration, political science, finance, planning, organizational management, or a closely related field and one to three years of progressively responsible professional experience in public administration, organizational operations, program coordination, administrative services, legislative affairs, or work of similar complexity.

An equivalent combination of education, training, and experience may be considered.

PREFERRED QUALIFICATIONS

- Experience working in municipal, county, state, or other governmental administration.
- Experience coordinating initiatives involving multiple departments, organizations, consultants, or stakeholders.
- Experience conducting policy, operational, organizational, legislative, or program research and analysis.
- Experience monitoring legislation, regulations, or governmental policy affecting local government.
- Experience working with elected officials, legislators, public boards, commissions, or governmental agencies.
- Experience with municipal budgeting, procurement, contracts, grants, or organizational planning.

OPERATIONS AND ADMINISTRATIVE COORDINATOR

WORKING CONDITIONS

Work is performed primarily in a typical office environment with travel within and outside the City to attend meetings, visit City facilities, or participate in assigned activities. The position may occasionally require attendance at evening meetings, legislative meetings, or activities outside normal business hours.

The position regularly uses computers and other office equipment and may sit or stand for extended periods. Work may occasionally involve exposure to active City facilities, operational environments, or outdoor locations associated with assigned responsibilities. Noise in workplace is usually quiet but may be exposed to louder noises at work sites. Uses near vision, ability to focus, sense of touch, and hearing. Uses fine and large motor movements at times.

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.F.
Agenda Section:	Regular Business	**Originating Department:**	Recreation
Resolution:	Yes	**Prepared By:**	Rob Baumgarn, Recreation Director
Ordinance:	No	**Presented By:**	Rob Baumgarn, Recreation Director
Item:	Robbins Island Amphitheater Project Change Order #1		

RECOMMENDED ACTION:
To adopt a resolution approving change order number #1 for the amount of $311,236.59 for the Robbins Island Amphitheater project.

OVERVIEW:
Change Order #1 – Additional Mass Grading

Change Order #1 covers additional mass grading for the Amphitheater Project. Staff recommends this work as a proactive approach while the excavation crew and necessary equipment are already mobilized on site to complete the foundation work for the amphitheater structure.

The City received a very competitive bid for the project, resulting in additional funds being available to complete other aspects of the project. Staff recommends completing the remaining site grading now while the equipment and excavation crew are already on site. Completing the mass grading now will properly shape the site and provide appropriate drainage, particularly within the future spectator area, while avoiding the additional mobilization costs that would be incurred if the work were completed later.

A separate change order for soil corrections was previously approved in the amount of **$5,940**. This work provided additional rock excavation necessary to reach the required bottom elevation of the footings. Weather conditions and rebar requirements have delayed footing placement and affected the construction sequence. Completing the additional mass grading now will allow the site work to continue efficiently while the excavation crew remains mobilized.

The City has received approval from the Greater Minnesota Regional Parks and Trails Commission, the Minnesota Department of Natural Resources, and the State Historic Preservation Office (SHPO), confirming that this additional work falls within the approved project scope.

Funding for Change Order #1 will first come from the surplus funds remaining from the original project bid. Any

remaining amount will come from the project's contingency fund. Change Order #1 will utilize the total remaining project balance of **$258,758.70**, along with **$52,477.89** from the project's contingency funds. If approved, the remaining contingency balance, including the **$5,940** soil correction change order, will be **$253,433.41.**

The Greater Minnesota Regional Parks and Trails Commission has also expressed a preference that the City utilize all funds allocated to the project rather than return unused grant dollars. Completing this additional grading work will allow the City to use the available project funding effectively, further improve the site, and prepare the future spectator area for subsequent phases of the project.

BUDGETARY/FISCAL ISSUES:

Funding for Change Order #1

Change Order #1 will utilize the total remaining project balance of **$258,758.70**, along with **$52,477.89** from the project's contingency funds. If approved, the remaining contingency balance, along with the soil correction change order of **$5,940.00**, will be **$253,433.41.**

Budget	**Orginal**	**9/21/2026**
	$ 3,118,513.00	$ 3,118,513.00
Expense		
Marcus Construction	$ 2,158,600.00	$ 2,158,600.00
Utilities 3-phase Power	$ 100,000.00	$ 100,000.00
Contingency 10%	$ 311,851.30	$ 253,433.41
Special Inspections	$ 26,000.00	$ 26,000.00
Non-Construction Fee	$ 263,303.00	$ 263,303.00
Total Expense	$ 2,859,754.30	$ 2,801,336.41
Remaining Balance	$ 258,758.70	0

Other Approved Change Orders:

Soil Corrections- $ 5,940.00

ALTERNATIVES TO CONSIDER:

Don't approve the change order.

ATTACHMENTS:

1. Resolution for Amphitheater Contract Change Order #1
2. Robbins island Amphitheater - Mass Grading Change Order #1
3. Robbins Island Mass Grading Diagram

RESOLUTION NO. ____

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

Motion By:_____ Second By:_____

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

_____
Douglas E. Reese, Mayor

Attest:

_____
CITY CLERK

PCO #001

Marcus Construction Co., Inc.
2580 Highway 12E
Willmar, Minnesota 56201

Project: 2622 - Robbins Island - Amphitheater @ Willmar, MN
333 6th St SW
Willmar , Minnesota 56201

DRAFT

Prime Contract Potential Change Order #001: CE #001 - Site Grading Changes

TO:	City of Willmar 333 6th St SW Willmar, Minnesota 56201	**FROM:**	Marcus Construction Co., Inc. 2580 Highway 12 E Willmar, Minnesota 56201
PCO NUMBER/REVISION:	001 / 0	**CONTRACT:**	1 -
REQUEST RECEIVED FROM:		**CREATED BY:**	Justin Chvala **(Marcus Construction Co., Inc.)**
STATUS:	Draft	**CREATED DATE:**	8/17/2026
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	14 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$313,236.59

POTENTIAL CHANGE ORDER TITLE: CE #001 - Site Grading Changes

CHANGE REASON: Internal - Backcharge

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Site Grading Changes
Requested pricing for additional site grading impacts as outlined in document: Amphitheater Final EG Mass Grading Plan dated 20260730.

Scope of work for mass grading outside current project limits:

- Silt Fence
- Topsoil stripping
- Common Excavation
- Clay Borrow
- 8" storm Sewer
- Remove existing culvert
- Class 5 aggregate surfacing
- Extend 12" culvert
- 4" perforated PVC Draintile
- Replace topsoil
- Seeding/Mulch
- Watering Grass
- Anticipated duration for grading work 2 weeks

ATTACHMENTS:

2026-07-30 140092 AMPHITHEATER FINAL EG MASS GRADING.pdf

	City of Willmar 333 6th St SW Willmar, Minnesota 56201	**Marcus Construction Co., Inc.** 2580 Highway 12 E Willmar, Minnesota 56201
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

By signing this Potential Change Order, Owner acknowledges and agrees that this PCO constitutes a Change Order under the Contract between Owner and Marcus Construction Co., Inc. and authorizes Marcus Construction Co., Inc. to proceed with the work described herein.



H:\WILL\25X\140092000\CAD\C3D\140092_C_CORR_F4.dwg 7/30/2026 12:31:24 PM

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.G.
Agenda Section:	Regular Business	**Originating Department:**	Recreation
Resolution:	Yes	**Prepared By:**	Rob Baumgarn, Recreation Director
Ordinance:	No	**Presented By:**	Rob Baumgarn, Recreation Director
Item:	Robbins Island Amphitheater Project — 3-Phase Electrical Installation		

RECOMMENDED ACTION:
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.

OVERVIEW:
As part of the Robbins Island Amphitheater Project, the project includes installing 3-phase electrical power for the amphitheater. Installing 3-phase power will better meet performers' electrical demands and provide the capacity needed for future events and productions.

The City received a $11,900 reduction in the cost of this work through Economic Development funding. The total budget for the 3-phase electrical installation is $100,000. Additional costs may be required for final electrical connections once the installation is complete.

BUDGETARY/FISCAL ISSUES:
The budget for this line item is $100,000, and the work falls within the project scope and approved budget. The remaining balance for this line item is $17,360.93.

ALTERNATIVES TO CONSIDER:
Dont approve the quote.
ATTACHMENTS:
1. Resolution for Amphitheater Phase-3 Electrical
2. Robbins Island Amphitheater 3 Phase Electrical Quote
3. Commercial Application for Service

RESOLUTION NO. ____

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

Motion By:_____ Second By:_____

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

_____
Douglas E. Reese, Mayor

Attest:

_____
CITY CLERK

Willmar Municipal Utilities

700 Litchfield Ave SW • P.O. Box 937 • Willmar, MN 56201
Phone: (320) 235-4422
Email: wmu@wmu.willmar.mn.us
Website: www.wmu.willmar.mn.us

September 11, 2026

Robbins Island Amphitheater

Engan Associates Architects
Andy Engan
311 4th Street SW
Willmar, MN. 56201
320-235-0860

City of Willmar
Rob Baumgarn
333 6th Street SW
Willmar, MN. 56201
320-441-1089

Project address: Robbins Island
945 North Highway 71
Willmar, MN. 56201

Gentlemen,

A cost proposal has been created for the Robbins Island Amphitheater project as requested.

The total cost to complete the above-mentioned work is: **$82,639.07**
This total has been reduced by an Economic Development Discount from WMU in the amount of $11,900.00.

This total represents Willmar Municipal Utilities (WMU) cost to complete electrical infrastructure and electric and water connection fees for the project. Additional charges may apply if installation is required between November 1 and April 15 and/or temporary service is required.

Depending on the design of the project, WMU may require access to front, side or rear portions of the property. WMU would require that a sufficient work zone be cleared along the lot lines to allow access for machinery and trailers needed to complete our work.

Please review the cost proposal and return the signed Customer Authorization form below along with a completed Application for Service (attached). Upon receiving a signed Customer Authorization and complete Application for Service, WMU will issue an invoice for the project, and schedule the work, subject to WMU's resource availability. Payment must be received before final electrical connections are made and energized. Pricing is valid 60 days from date of quote.

Please contact me directly with questions or concerns,

Sincerely,
Kevin Marti
Supervisor of Facilities & Maintenance
Willmar Municipal Utilities

Customer Authorization:

Robbins Island Amphitheater

Total Cost: **$82,639.07**

By signing and returning you are authorizing the work and agreeing to the terms and conditions listed above.

BILLING INFO:

Address _____

_____

_____

Phone _____

Email _____

AUTHORIZED BY:

Name _____

Title _____

Signature _____

Date _____

Willmar Municipal Utilities

PO Box 937, 700 Litchfield Ave SW
Willmar, MN 56201
Phone: 320-235-4422
Email: customerservice@wmu.willmar.mn.us

For Office Use Only: Processed by:_____

SO #: Account #:

Copy to Energy Services: ☐

Commercial Application for Service

Company Information:

Status: ☐ Renter ☐ Owner ☐ Agent

Business Name: _____

Mailing Address: _____ _____ _____ _____ Start Service Date: ____/____/____
Street Address City State Zip

Service Address: _____ _____
Street Address Suite #

Type of Business: ☐ Sole proprietor ☐ Partnership ☐ LLC ☐ Corporation ☐ Other_____

_____ Tax exempt business? ☐ Yes ☐ No If tax exempt, you must provide a copy of your tax exempt certificate. (ST3) Date received: _____
Federal Tax ID Number

Contact Information:

_____ _____ _____
Business Phone Number Business Fax Number Business Email address

_____ _____ _____
Contact Name Contact Telephone Number Email address

_____ _____ _____
Accounts Payable Contact Name Contact Telephone Number Email address

☐ I am interested in electronic billing and auto pay or online payment. Please send me more information to set this up.
☐ By checking this box, you are authorizing WMU to send notifications via electronic means such as email or SMS (text) message. (E.g. outage information)
☐ I am interested in more information on energy conservation programs and management of my electric usage.

Utility Deposit – Commercial Account:

A utility deposit of $1,000.00 is required for services on all Commercial Accounts. The deposit is required prior to transferring service and billing into a business name. *Industrial accounts will be referred to Energy Services for deposit calculation.*

A copy of the lease is required on all leased/rental property. I agree that Willmar Municipal Utilities (WMU) and Landlord/Property Owner/Management Company listed below have my permission to communicate regarding all billed utility services provided by WMU for this property.

Landlord/Property Owner/Management Company _____ Phone _____

I hereby request Willmar Municipal Utilities (WMU) to furnish utility service to the above service address. I understand that a deposit will be required to begin service.

I understand that utility payments shall be paid by the due date, or a penalty fee of 10% will be added to the current unpaid balance.

_____ _____
Applicant Signature Date

_____ _____
Applicant Name (printed) Title

RP3 RELIABLE PUBLIC POWER PROVIDER

WILLMAR MUNICIPAL UTILITIES
DATA PRIVACY NOTICE: "TENNESSEN WARNING"

As part of your application for municipal utility services, and in providing those services, Willmar Municipal Utilities (WMU) requests private or confidential data about you. The private or confidential information that you provide is not available to the public. In accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.04, subd. 2, WMU must notify you of the following three points:

1. The purpose and intended use of the requested information:
   To confirm your identity; to process your application; to determine your credit status for receipt of services; to provide products and services; to communicate with you; to respond to your questions; to provide customer support; to schedule or respond to maintenance or service calls; to collect monies owed for the services or equipment provided; to protect against fraud, unauthorized transactions, and claims; to operate, evaluate, and improve our business; and to determine eligibility for and administer customer participation in events, utility programs, surveys, promotions, rebates, and assistance.

2. You may refuse to provide private or confidential data to WMU. If you do not supply this information, however, WMU will be unable to process your application or provide utility services.

3. The information that you provide may be accessible to the following persons or entities:
   - You, and persons who have your express written consent;
   - WMU and City officials and staff who reasonably require access to your information in the course of their work duties or responsibilities;
   - Credit or collection agencies to assist in determining credit or collecting on an account if it becomes delinquent;
   - State agencies such as the Minnesota Department of Commerce; and
   - Outside vendors required under contract with WMU to maintain the confidentiality of the information, including, but not limited to, billing and credit card processing, wholesale power supplier, energy consultants, rebate providers, and energy assistance agencies.

In addition, as permitted by Minnesota Statutes, Section 13.685, WMU may release your private or confidential data to:
- A law enforcement agency that requests access to the data in connection with an investigation;
- A school for purposes of compiling pupil census data;
- A public child support authority to establish or enforce child support; or
- Any other person when use of the data directly advances the general welfare, health, or safety of the public.

Other government entities accessing private or confidential data must also comply with the Minnesota Government Data Practices Act.

I acknowledge by signing this form that I have been informed of and understand my rights and I hereby consent to the release of the above information to WMU for the purposes stated herein. The information that I have provided is accurate.

_____ _____

(Signature of Individual Authorizing Release) Date

RP3 RELIABLE PUBLIC POWER PROVIDER

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.H.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Kyle Box, City Administrator
Ordinance:	No	**Presented By:**	Kyle Box, City Administrator
Item:	Highway 23 Local Match Commitment		

RECOMMENDED ACTION:
To adopt a resolution of support committing to the non-federal financial match for the Highway 23 Expansion Project

OVERVIEW:
Staff is requesting a formal commitment to the non-federal match requirement for the $3.0 million federal earmark allocated to the Highway 23 expansion project. This action authorizes a collaborative financial backstop in partnership with Kandiyohi County and the Kandiyohi County Economic Development Commission (KCED).

In April 2026, the region was notified of a $3.0 million federal Community Project Funding (CDS) earmark via Senator Klobuchar's office to advance the Highway 23 corridor. To secure these funds and strengthen our collective advocacy position for upcoming lobbying efforts in Washington, D.C., led by Kandiyohi County (scheduled for late September 2026), a formal non-federal commitment is required.

The project segment is estimated at $16.0 million. The current focus is the $3.0 million federal allocation, which requires a 20% local match. By establishing a unified front with our regional partners, we mitigate individual financial risk while ensuring the project remains viable for the September 30, 2029, obligation deadline.

A consolidated local commitment signals to federal legislators that the region is prepared to execute this project. This corridor is vital for the region and locally, the City's Industrial Park, impacting dozens of businesses and facilitating safer heavy commercial and agricultural transit.

This commitment ensures the City of Willmar maintains its influence over the 279-mile Highway 23 corridor development and secures the immediate $3.0 million federal investment.

BUDGETARY/FISCAL ISSUES:
NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Resolution Hwy 23 Local Match
2. Hwy 23 Willmar Bypass

RESOLUTION NO. _____

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

Motion By: _____ Second By:_____

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

_____
MAYOR

Attest:

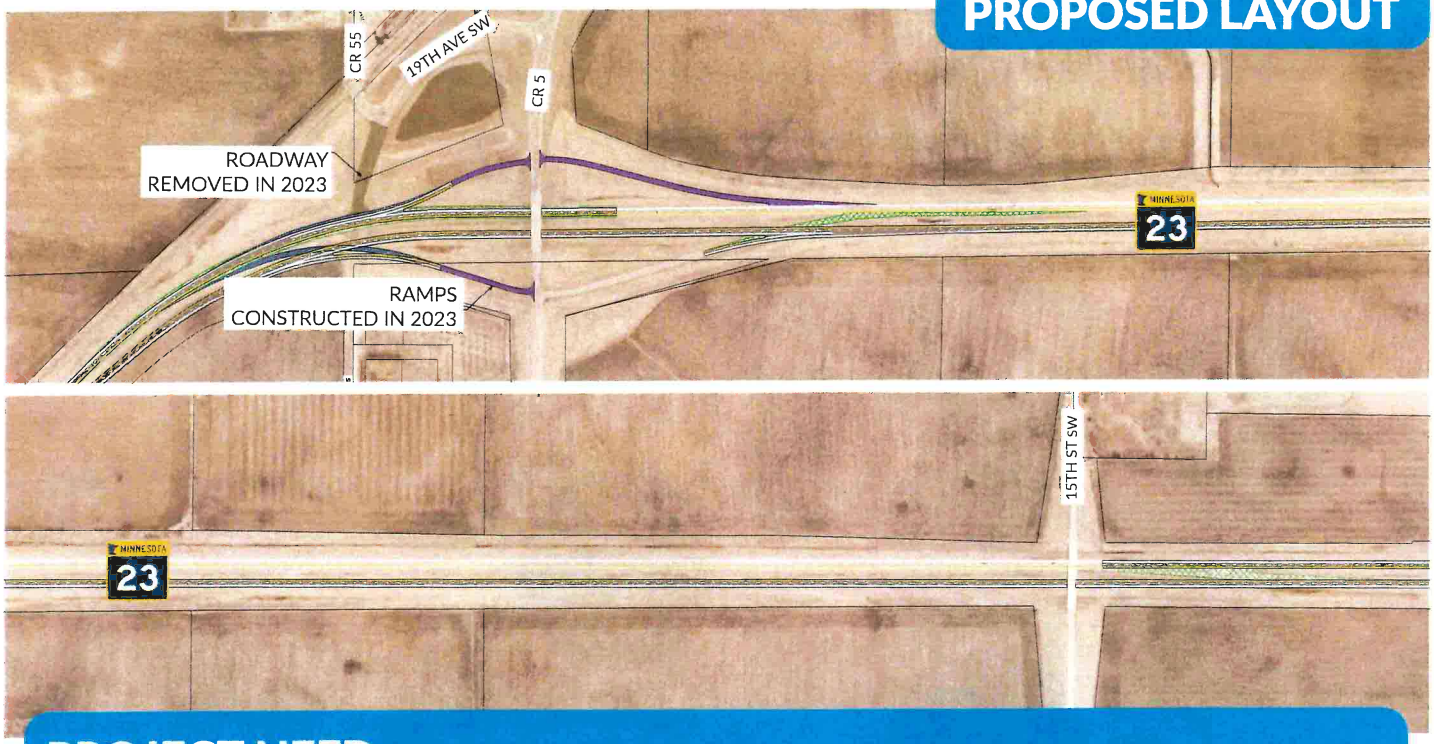
_____
CITY CLERK

HIGHWAY 23 WILLMAR BYPASS

Kandiyohi County, Minnesota

The Highway 23 Willmar Bypass Project fills a 3-mile, two to four lane gap between U.S. Highway 12, U.S. Highway 71 and County Road 5, providing regional freight access to the Willmar Industrial Park. This project is the highest priority, of the Highway 23 Coalition, in a 279-mile corridor with several planned investments aimed at improving safety, mobility and growth along Highway 23.

PROPOSED LAYOUT



PROJECT NEED

- Carries 6,400 vehicles/day, including 800 heavy commercial vehicles.
- 17 crashes between 2021 and 2025 including 1 fatality on July 23, 2024.
- Serves as the second-longest state highway system, stretching from Sioux Falls, South Dakota, to Duluth, Minnesota, and Superior, Wisconsin.
- Provides a vital connection for freight transportation and rural access to education, health care and employment.
- Offers direct access to the Willmar Industrial Park, home to more than 40 businesses and 2,400 jobs.
- Preserves more than $200 million in investments made since 2006 to support the Willmar Industrial Park
- Within a five-mile radius 72% of industries rely on transportation for core operations.

FUNDING NEED*

$16.2M Estimated Construction Cost

+ **$4.9M** Project Dev. & Eng Cost

= **$20.7M*** Total Project Cost

*Funding needs based on 2030 Cost Estimates

PROJECT SCHEDULE

- April to October 2022 - Corridor and Safety Audit
- Since 2022 and ongoing - Funding Pursuits
- 2026/28 - Preliminary Design & Environmental Documentation
- 2029 - Final Design
- Final Design and Construction as funding becomes available

KANDIYOHI COUNTY

WILLMAR

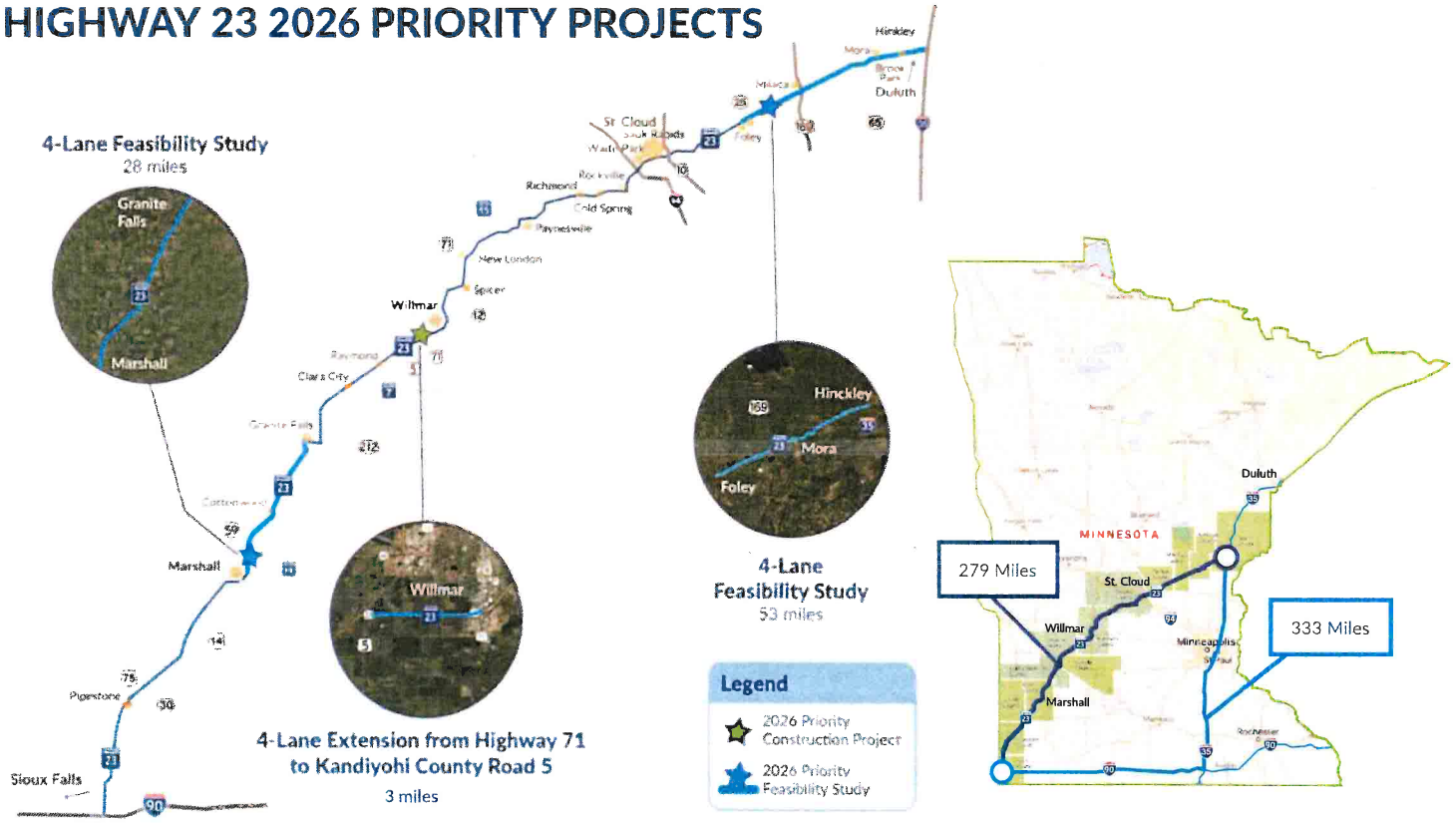
June 2026

HIGHWAY 23 WILLMAR BYPASS

Kandiyohi County, Minnesota

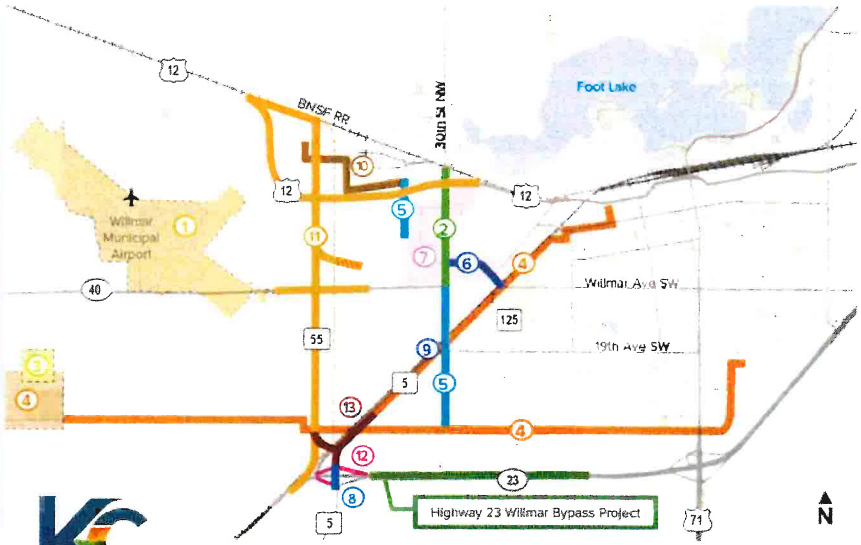
The Highway 23 Willmar Bypass Project is the highest priority in a 279-mile corridor with several planned investments aimed at improving safety, mobility and growth. Highway 23 is the second-longest state highway in Minnesota, stretching from Sioux Falls, South Dakota, to Duluth, Minnesota, and Superior, Wisconsin. Today, much of the route remains a two-lane highway. To address these limitations, the Highway 23 Coalition is advocating for a four-lane expansion throughout the corridor. A four-lane Highway 23 from Sioux Falls to Duluth and Superior would create a time-saving route across Minnesota, reduce traffic congestion in the Minneapolis-St. Paul metro area, boost economic opportunities—including tourism—and support community growth.

HIGHWAY 23 2026 PRIORITY PROJECTS



BUILDING ON THE WILLMAR INDUSTRIAL PARK INVESTMENTS

The Highway 23 Bypass Project will build on more than $200 million in planning and capital investments made since 2006. These investments were made possible through partnerships among MnDOT, the city of Willmar, Kandiyohi County and private developers to address critical safety needs and support significant economic development in the industrial park and surrounding areas.



KANDIYOHI COUNTY

WILLMAR

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.I.
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, Public Works Director
Item:	ELLS 1, 3 & 4 Panel Replacement Project Bid Award		

RECOMMENDED ACTION:
Adopt the resolution awarding the Eagle Lake Lift Stations 1, 3 & 4 Panel Replacements Project to Design Electric, Inc. in the amount of $346,150.

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

OVERVIEW:
The panels for Eagle Lake Lift Stations 1, 3 & 4 were identified for replacement in the 2026 Capital Improvement Plan. The panels are showing their age with dated technology, where new panels will integrate with the SCADA system more efficiently. Bids for the project were opened on September 8th, with three bids received. The low bid is from Design Electric, Inc. of St. Cloud, MN in the amount of $346,150. The Engineer's estimate for the project was $401,850.

BUDGETARY/FISCAL ISSUES:
The project will be paid from the Wastewater Treatment Facility CIP budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Accept Bid ELLS 1, 3 & 4 Panel Project
2. Resolution ELLS 1, 3 & 4 Panel Project As-Bid Budget
3. ELLS 1, 3, 4 Council Bid Recommendation

Resolution No._____

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:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of 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

_____
Mayor

Attest:

_____
City Clerk

RESOLUTION NO. ____

EAGLE LAKE LIFT STATIONS 1, 3 & 4 PANEL RELPACEMENT AS-BID BUDGET

TOTAL COST $400,000

*Budget Amounts are Essential

Motion By:_____ Second By:_____

Code		
PERSONNEL SERVICES		
10* Salaries Reg. Employees		
11* Overtime Reg. Employees		
12* Salaries Temp. Employees		
13* Employer Pension Contr.		
14* Employer Ins. Contr.		
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**	
OTHER CHARGES		
46* Prof. Serv.	$21,300	
49 Other Charges		
TOTAL	**$21,300**	
GRAND TOTAL	**$400,000**	

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

_____

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

MEMORANDUM

Date: September 15, 2026

To: Kyle Box, City Administrator
Mayor Reese and Members of the City Council
City of Willmar, Minnesota

From: Joshua Halvorson, P.E.
Principal Engineer

Subject: Eagle Lake Lift Stations 1, 3, and 4
City of Willmar, Minnesota
BMI Project No.: 26X.144376.000

On September 8th, 2026, we received three (3) bids for the Eagle Lake Lift Stations 1, 3, and 4 control panel replacement project. The base bids ranged from $346,150.00 to $452,306.00. The Engineer's estimate for the project was $401,850.00. The low bidder for the project is Design Electric Inc. of St. Cloud, Minnesota. A bid tabulation is attached for your review.

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

Design Electric Inc. has the equipment, financial resources, and resume to complete the job. The Contractor has completed satisfactory work for the City on similar previous contracts. My recommendation is the City Council award the project for the Eagle Lake Lift Stations 1, 3, and 4 project to Design Electric Inc. of St. Cloud, Minnesota in the amount of $346,150.00 based on our experience working with the Contractor and all items relating to the submitted bid are conforming of the bid requirements.

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

JJH/kp

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

Attachments: Bid Tab
Bid Bond
Notice of Award

h:\will\26x144376000\6_plans-specs\c_bids received\awarding\2026-09-15 144376 council bid recommendation.docx

Bolton & Menk is an equal opportunity employer.

BID TABULATION

PROJECT: EAGLE LAKE LIFT STATIONS 1, 3, AND 4
CITY OF WILLMAR, MINNESOTA

DATE: September 8, 2026

TIME: 10:00 A.M.

PROJECT NO. 25X.144376.000

QUEST PROJECT NO. 10321106

BIDDERS	TOTAL BASE BID
1. Design Electric. Inc. St. Cloud, MN	$346,150.00
2. Land Pride Construction Paynesville, MN	$444,587.50
3. Northern Plains Contracting Inc. Wolverton, MN	$452,306.00

BOLTON & MENK
Real People. Real Solutions.

BID SECURITY FORM

Bidder	**Surety**
Name: Design Electric, Inc. Address *(principal place of business)*: 4807 Heatherwood Road Saint Cloud, MN 56302	Name: Ohio Farmers Insurance Company Address *(principal place of business)*: 1 Park Circle, PO Box 5001 Westfield Center, OH 44251
Owner Name: City of Willmar Address *(principal place of business)*: 333 SW 6th Street, P.O. Box 755 Willmar, MN 56201	**Bid** Project *(name and location)*: Eagle Lake Lift Stations 1, 3, and 4 - Willmar, MN Bid Due Date: 9/8/2026
Bond Penal Sum: Five Percent of Bid Amount----------(5%)---------- Date of Bond: September 3, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Design Electric, Inc. *(Full formal name of Bidder)*	Surety Ohio Farmers Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: James Schoon *(Printed or typed)*	Name: Christine Lang *(Printed or typed)*
Title: Vice President	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Nick Bischoff *(Printed or typed)*	Name: Julia Gavin *(Printed or typed)*
Title: President	Title: Administrative Assistant
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

    3.2. All Bids are rejected by Owner, or

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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CORPORATE ACKNOWLEDGEMENT

STATE OF MN

COUNTY OF Benton

On the 3rd day of September, 2026, before me, personally appeared James Schoon, to me known, who being by me duly sworn, did depose and say that (s)he resides in MN, that (s)he is the Vice President of Design Electric Inc the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.

(Notarial Seal) JOSHUA T WRIGHT NOTARY PUBLIC MINNESOTA My Commission Expires 01/31/2028

(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 3rd day of September, 2026, before me, appeared Dave Mahowald, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Ohio Farmers Insurance Company, a corporation;that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the afoesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notarial Seal) ANNA M. PLUMSKI Notary Public-Minnesota My Commission Expires Jan. 31, 2027

(Notary Signature)

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **2260812 10**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CAROL WEBER, CHRISTINE M. LANG, TAMMY DOHANICK, CHELSEY RAY, CARLY SPANJERS, MOLLIE SMITH, MIKE STALBOERGER, DAVE MAHOWALD, MARY O'NEIL, JOINTLY OR SEVERALLY

of **SAINT CLOUD** and State of **MN** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, consents of surety, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Vice President, Surety** and their corporate seals to be hereto affixed this **28th** day of **APRIL** A.D., **2026** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *Vice President, Surety*

State of Ohio
County of Medina ss.:

On this **28th** day of **APRIL** A.D., **2026** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **Vice President, Surety** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Kathleen Golovan, Chief Administrative Officer & Corporate Secretary** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **3rd** day of **September** A.D., **2026** .

Kathleen Golovan, *Chief Administrative Officer & Corporate Secretary*

BPOAC2 (combined) (07-25)

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Willmar	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	26X.144376.000
Project:	Eagle Lake Lift Stations 1, 3, and 4		
Contract Name:			
Bidder:			
Bidder's Address:			

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

- New Control Panels and Site Improvements

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

One (1) unexecuted electronic counterpart of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

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

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

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

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

Owner: City of Willmar

By *(signature)*: _____

Name *(printed)*: Kyle Box

Title: City Administrator

Copy: Engineer

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City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.J.
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:	Proposed Lease with Option to Purchase of Industrial Park Land		

RECOMMENDED ACTION:
Motion to Forward Lease to Planning Commission for Review and Establish Public Hearing for the Lease with Option to Purchase for Monday, October 19, 2026 by _____; seconded by _____.

OVERVIEW:
Mr. Butler desires to lease with option to purchase city-owned land for the use of a semi-truck parking lot to accommodate long and short-term parking of semi-trucks. Mr. Butler desires this specific area due to the old runway being an existing-paved surface that would allow him to satisfy our zoning ordinance requirement that these parking lots be paved with concrete or bituminous, lowering the initial investment cost and making the project feasible.

Mr. Butler has proposed a desire to purchase the land this year, however, the city recently received an EDA grant, along with other monies, that will result in the construction of a new road connecting Trott and Willmar avenues with further connection through the undeveloped western portion of industrial park to State HWY 40. The exact design of this new construction is unknown but will be running over, be adjacent to, and affect access to the portion of land desired by Mr. Butler. Until this construction is complete, city staff do not recommend sale of this portion of industrial park land. To adapt to the current situation, Mr. Butler proposes leasing the property for 2 years until construction is complete and the affected industrial park areas can be replatted to better reflect the new conditions of the industrial park.

City staff believe the use is a needed use within the city, as the city has been dealing with many semi-trucks violating city code by parking on streets that were not designed to handle the long-term weight of semi-trucks. While city staff and police are working to remove these semi-trucks from vulnerable city streets, having an alternative for residents to utilize for parking would be advantageous.

This item will require review by the Planning Commission and a public hearing at City Council due to the lease

including an option to purchase being treated as a sale rather than just a lease.

BUDGETARY/FISCAL ISSUES:

- $2,000 per month rent ($24,000 per year) for two-years.
- Option to purchase the property at $21,000/acre (approximately 8-9 acres).
- Property tax assessment added back to the rolls and potential future street assessment on portion of the new street.
- The Lease amount + sale amount equals approximately $26,300-28,000 per acre, not adjusting for inflation or including any property tax or assessment amounts.
- Shovel-ready land to the east has sold for ~$35,000/acre in 2024.
- The city would need to find a new area to accumulate snow during the winter.
- Option to Purchase to occur immediately at lease end, does not extend for a period of time.
- Parties will work together to adapt to any access, construction, and future platting of the area.

ALTERNATIVES TO CONSIDER:

1. Direct City Staff to negotiate alternative terms to the lease.
2. Direct City Staff to not pursue the lease or sale of this property at this time.

ATTACHMENTS:

1. Butler industrial property lease agreement (v4-clean) 091726
2. Screenshot 2026-09-04 113628
3. Ordinance authorizing lease with option to sell of Industrial Park land to Butler

LEASE AGREEMENT BETWEEN THE CITY OF WILLMAR AND [JASON BUTLER ENTITY]

This Agreement (the "Agreement" or "Lease") is made as of the _____ day of _____, 2026, by and between the City of Willmar, a Minnesota municipal corporation ("City"), and [Jason Butler Entity] ("TENANT"), a Minnesota limited liability company, (collectively, the City and TENANT are referred to herein as the "Parties").

WHEREAS, the City owns certain real property located west of the City's Industrial Park and east of the Willmar Rail Park Addition, in the City of Willmar, Kandiyohi County, Minnesota, totaling approximately 12.13 acres, identified as Kandiyohi County Parcel I.D. No. 95-917-5510 and legally described on Exhibit A attached hereto and incorporated herein by reference (the "City Property"); and

WHEREAS, the City has been awarded a grant from the United States Department of Commerce Economic Development Administration to partially fund the Willmar Industrial Park Readiness project to install public infrastructure to facilitate future developments in the City's Industrial Park (the "Industrial Park Expansion"); and

WHEREAS, the City plans to construct public infrastructure improvements in the vicinity of the City Property as part of the Industrial Park Expansion that the City expects will result the City Property being an attractive site for future industrial development within the next two-to-five years; and

WHEREAS, TENANT has proposed to lease the City Property for the purpose of establishing electrified semi-truck parking terminals to facilitate parking of semi-trucks on the existing paved runway and taxiway remaining on the City Property from its former use as an airport, as depicted on Exhibit B (the "Authorized Use"); and,

WHEREAS, the City desires to enter into a lease with TENANT that will address a need in the community and further the public interest by providing parking facilities for semi-trailers that will reduce disruptive semi-trailer parking in residential and commercial areas of the City, on a temporary basis without jeopardizing the City's priority to complete the Industrial Park Expansion to facilitate industrial development in the area, including on the City Property.

NOW, THEREFORE, the City and TENANT agree as follows:

1. **Premises.** The City will rent to TENANT the herein defined facilities containing the portion of the City Property consisting of the existing paved runway and taxiway surfaces remaining on the City Property from its former use as an airport as depicted on Exhibit B, together with an area six feet in width immediately adjacent to such paved surfaces on the City Property, and existing improvements thereon, as depicted on Exhibit B (the "Premises"), which is attached hereto and incorporated herein by reference.

2. **Term and Termination.**

   a. *Initial Term.* This Agreement shall commence on September 15, 2026, (the "Effective Date") and continue in effect until December 31, 2028 (the "Initial Term").

   b. *Renewal.* This Agreement shall renew upon the same covenants, terms and conditions for up to three successive one-year term(s) (each a "Renewal Term") unless either Party provides 90 days' written notice of nonrenewal / termination to the other Party prior to the expiration of the Initial Term or Renewal Term then in effect.

   c. Termination.

      i. Termination for Cause. This Agreement may be immediately terminated by City, at its option, for cause, upon the occurrence of a default pursuant to Paragraph 19 below, upon written notice to TENANT pursuant to Paragraph 23.c below.

      ii. Early Termination by City. At any time after the Option described in Paragraph 22 below is recorded in the Kandiyohi County Recorder's Office, and in the event that the City shall enter into a purchase agreement to sell the City Property, or any portion thereof, to a third party (subject to TENANT's rights under Paragraph 22 below), or in the event that any of the City Property shall be converted for other governmental use, the City shall be entitled to terminate this Agreement with respect to the portion of the Premises sold or converted to governmental use upon 90 days' written notice to TENANT, and the rents payable by TENANT shall be reduced on a pro rata basis. Notwithstanding anything to the Contrary in this Agreement, the City's early termination due to its governmental use of the City Property shall extinguish TENANT's Option, as defined in Paragraph 22 below. The City shall not be liable to TENANT for such early termination except as follows: for early termination during the Initial Term of this Agreement that has the effect of extinguishing TENANT's Option, as defined in Paragraph 22 below, the City shall pay to TENANT an amount equal to the actual expenses incurred by TENANT to install the minimum improvements on the Premises required by Paragraph 7 below, provided that the plans and specifications for such minimum improvements were approved in advance by the City pursuant to Paragraph 7 below.

   d. *Tenant Obligations upon Termination.* Upon termination or non-renewal of this Agreement, TENANT shall remove all personal property and TENANT-installed improvements from the Premises within 60 days after the last effective day of this Agreement and clean the Premises to the satisfaction of the City's Planning and

Development Director (the "Director"), prior to returning the Premises to the City. Failure of the TENANT to remove its property and/or improvements within 60 days of date of termination or expiration of this Agreement shall constitute a waiver of TENANT's right and the items and/or improvements remaining on the Premises shall become the property of the City. TENANT's obligations under this paragraph shall not apply if TENANT has exercised its Option to purchase the Premises pursuant to Paragraph 22 below.

e. *Termination by City for Emergency.* Notwithstanding anything to the contrary herein, the City may immediately terminate this Agreement without written notice to TENANT as necessary in the case of an emergency involving any human caused or natural event or circumstances causing or threatening loss of life, injury to person or property, human suffering or financial loss, including but not limited to fire, explosion, flood, severe weather, drought, earthquake, spills or releases of oil or hazardous material, contamination, disease, blight, infestation, civil disturbance or riot. In the event of such emergency termination, the City shall provide actual and written notice thereof to TENANT pursuant to Paragraph 23.c below as soon as reasonably possible, and TENANT shall have no post-termination obligations under this Agreement.

3. **Consideration.** TENANT covenants and agrees to pay to City the following rent for TENANT's use of the Premises:

   a. *Rent.* The annual rental payment shall total Twenty-Four Thousand Dollars ($24,000.00) (the "Rent"). The Rent shall be prorated for any partial year in which this Agreement is in effect.

   b. *Increases to Rent.* The Rent amount shall increase by three percent on each anniversary of the Effective Date.

   c. *Payment.* Payment of Rent, subject to increases as described above, shall be made in equal monthly installments. The first monthly installment of Rent shall be due on the Effective Date, and subsequent installments shall be due on the first day of each month thereafter for the duration the Initial Term or any Renewal Term of this Agreement.

   d. *Refund Upon Early Termination.* In the event of early or emergency termination of this Agreement by the City pursuant to Paragraph 2 above, the City shall refund TENANT a proportionate amount of any Rent actually paid by TENANT for any period after the effective date of termination.

4. **Possession.** The City shall deliver possession of the Premises on the Effective Date, subject to rights reserved to the City in this Agreement. The taking of possession of the Premises by TENANT shall be conclusive evidence that the Premises are in the agreed condition on the Effective Date.

5. **Acceptance of Property.** TENANT acknowledges that it has inspected the Premises and, accepts the Premises in an "as is" condition.

6. **Use of Premises.** TENANT shall use the Premises for the Authorized Use, as defined above, and for no other purpose without the express prior written consent of the Director.

7. **Improvements and Alterations.**

   a. *Minimum Improvements.* On or before June 1, 2027, TENANT shall install electric service to the Premises and 40 electric connector poles/terminals to accommodate the simultaneous parking of 40 semi-trucks with dedicated high-amp power supply connections to run onboard systems, auxiliary loads, or cab climate controls without idling the engine, and associated improvements (the "Minimum Improvements"). TENANT shall only install the Minimum Improvements following the Director or the Director's designee's review and advanced written approval of plans and specifications therefore, and then only in compliance with any conditions or requirements established by the Director or the Director's designee, and all fire, building, and other applicable city, state and federal regulations and code requirements.

   b. *Additional Improvements.* TENANT shall make no other alterations, changes, or improvements to the Premises without the written consent of the Director or the person designated by the Director or the Director's designee, following the Director or the Director's designee's review and advanced written approval of plans and specifications for such improvement, alteration, or change, and then only in compliance with any conditions or requirements established by the Director or the Director's designee, and all fire, building, and other applicable city, state and federal regulations and code requirements.

   c. *Insurance.* TENANT agrees that not less than 30 days prior to commencement of any construction, it will provide the City with sufficient proof of required insurance, which must be approved by the City before TENANT may commence construction of the Minimum Improvements or any other approved project.

   d. *Removal of TENANT Improvements.* TENANT may remove any improvements it has placed or installed on the Premises pursuant to Paragraph 2.d above; however, any improvements not so removed by TENANT shall become the property of the City.

8. **Utilities and Refuse.** During the Initial Term or any Renewal Term of this Agreement, TENANT shall be solely responsible for all utilities, phone, internet, and refuse services to the Premises.

9. **Maintenance and Repair.** TENANT, at its own expense, shall make, or cause to be made, any and all repairs and replacements necessary to keep the Premises and any TENANT-installed improvements thereon in a good condition and in safe repair and shall make any and all repairs and replacements necessary to remedy defects of a structural nature. TENANT will not deface, injure or damage the Premises and will not cause or permit any waste to occur on the Premises, City Property or adjoining ways, or permit anything that would constitute a nuisance. TENANT shall keep the Premises, including TENANT-installed improvements, equipment, fixtures, and appliances located thereon, in a neat and clean condition and shall be responsible for the routine maintenance thereof, including without limitation, performance of the following:

a. Mowing;

b. Snow Removal;

c. Removal of cardboard, paper and any other refuse and debris;

d.

e.

Commented [RS1]: Add or remove items as necessary

10. **Damage or Destruction.** If the Premises shall be destroyed or damaged by fire or other casualty to any extent which prevents the Premises from being used for the Authorized Use, the City may elect to rebuild/repair or give notice to TENANT terminating this Agreement. The City shall give written notice to TENANT of its election within thirty (30) days after such damage or destruction. If TENANT is unable to use the Premises for the Authorized Use, a proportionate part of the rent shall be abated for any time during which TENANT is unable to so use the Premises, except as otherwise agreed upon within this Agreement. TENANT shall also be entitled to elect to terminate this Agreement upon written notice in the event of damage or destruction detrimentally affecting TENANT's operations on the Premises. In the event of damage by fire or other casualty resulting in damage to TENANT's property, TENANT may repair or replace all its fixtures, furniture, equipment, and other personal property and improvements originally installed by TENANT at its expense.

11. **Hazardous Substances.**

a. TENANT shall comply, and shall require any sublessee to comply with, all environmental laws, rules, regulations, orders and permits applicable to the use of the Premises, including but not limited to, required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, or disposal of hazardous or regulated substances. TENANT shall not use or store any noxious chemicals on the Premises, except to the extent necessary for the Premises to be used for the purpose stated herein. Noxious chemicals are those defined as toxic and hazardous substances pursuant to OSHA health standards and applicable regulations.

b. If TENANT determines that a threat to the environment, including but not limited to a release, discharge, spill or deposit of a hazardous or regulated substance, has occurred or is occurring which affects or threatens to affect the Premises, or the City Property, or the persons, structures, equipment, or other property thereon, TENANT must notify immediately by oral report, in person or by telephone, to be promptly confirmed in writing within twenty four (24) hours to the Director as required by law or regulation.

c. TENANT will cause prompt remediation and the payment of all costs associated with any action or inaction of TENANT that directly or indirectly prevents the Premises or the City Property from materially conforming to all then applicable environmental laws, rules, regulations, orders, or permits. In the event TENANT fails to fulfill this obligation following written notice and a reasonable cure period, the City may perform any such remediation and the direct and indirect cost of such action shall be

invoiced to TENANT plus a 15 percent administrative fee. Payment of such charges are due and payable upon demand and may not be contested. The rights and obligations set forth in this paragraph shall survive the earlier expiration or termination of this Agreement.

d. For the purposes of this paragraph the term hazardous substances shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any applicable environmental law and shall include, without limitation, any lead, petroleum oil and its fractions.

12. **City Access.** The City, its employees, and its agents shall have the right to enter onto the Premises at all reasonable times for the purpose of inspecting, cleaning, repairing, altering, or improving the Premises upon 24-hour notice provided to TENANT, except that such notice shall not be required in emergencies. Nothing in this paragraph shall be interpreted as requiring the City to perform any such acts independent of the requirements of the other provisions of this Agreement. The City shall also be permitted to enter the Premises for the purpose of posting notices of non-responsibility for alterations, additions, and repairs.

13. **Assignment and Subletting.** TENANT may not assign, sublet, or mortgage this lease or any right hereunder without the express written consent of the City. Any assignee of TENANT approved by City shall be obligated to assume all of TENANT's rights and obligations under this Agreement.

14. **Taxes.** TENANT acknowledges that the City Property is not subject to real estate taxes by any taxing jurisdiction. To the extent that this Agreement results in the City Property becoming subject to real estate taxes in the future, TENANT shall be solely responsible for the payment of all such taxes as and when due.

15. **Mechanic's Liens.** TENANT hereby covenants and agrees that TENANT will not permit or allow any mechanic's or material man's liens to be placed on the City's interest in the Premises or the City Property during the Initial Term or any Renewal Term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, TENANT shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that TENANT may contest any such lien provided TENANT first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

16. **Insurance.** TENANT, at its sole expense, shall obtain and keep in force during the Initial Term and any Renewal Term of this Agreement, the following insurance coverages in at least the listed minimum amounts:

    a. Worker's Compensation coverage in statutorily required amounts.

    b. Employees' Liability insurance coverage in limits of One Hundred Thousand Dollars ($100,000.00) per employee.

    c. Comprehensive General Liability coverage in limits of Two Million Dollars ($2,000,000.00) per occurrence for personal bodily injury and death, and limits of

Two Million Dollars ($2,000,000.00) for leased premises damages liability. Such liability insurance shall additionally cover:

i. Public liability, including premises and operations coverage;

ii. Independent contractors—protective contingent liability;

iii. Personal injury;

iv. Owned, non-owned and hired vehicles; and

v. Contractual liability covering the indemnity obligations set forth herein.

d. *Sublessees.* Unless TENANT's policies of insurance required herein also are written to cover TENANT's sublessees, TENANT shall require that all sublessees are covered by insurance coverage to the same extent as TENANT as provided herein, and that the City has been named as an additional insured. No sublessee shall be allowed to set-up operations on the Premises until TENANT has verified that the sublessee has the required insurance coverages as provided herein. For purposes of this Agreement, "sublessees" are those persons, organizations, or legal entities who are subleasing space from TENANT within the Premises pursuant to Paragraph 13 above.

e. TENANT shall furnish copies of insurance policies or certificates of insurance which shall be delivered to City prior to the commencement of this Agreement and on the annual anniversary date of each year of this Agreement.

f. All policies listed above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per occurrence" basis.

g. 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 Agreement, and shall name City as an additional insured under the policy.

h. 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 thirty (30) days' prior written notice to City.

i. Failure by TENANT to maintain insurance as required herein during the Initial Term and any Renewal Term of this Lease or any renewal thereof shall constitute a default subject to termination of this Agreement pursuant to Paragraph 19 hereof.

17. **Indemnification.**

a. *Indemnification of City.* TENANT shall indemnify, protect, save, hold harmless and insure the City, and its respective officers, employees and members and agents, from and against any liability, loss, cost, and obligations, including reasonable attorneys' fees, and all claims and demands for, or litigation with respect to, all damages which may arise out of or be caused by TENANT or its agents, employees, contractors or subcontractors with respect to TENANT's performance of its obligations under this

Agreement or its presence on or use of the Premises or the City Property, or that of TENANT's employees, members, board, officers, agents, volunteers, clients and invitees. TENANT shall defend the City against the foregoing, or litigation in connection with the foregoing, at TENANT's expense, with counsel reasonably acceptable to the City. The City, at its expense, shall have the right to participate in the defense of any Claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this paragraph shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of the City. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

b. *Hazardous Materials*. TENANT agrees that it shall indemnify, defend and hold the City, and its officials, agents and employees harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims and cost of cleanups) or loss including attorney's fees, consultant fees and expert fees that arise during or after the Initial Term or any Renewal Term of this Agreement from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the Premises, which exist as a result of the operations, acts, defaults, omissions, negligence or willful misconduct of TENANT, its officers, employees, tenants, assignees or agents. TENANT shall not use or engage in the manufacture of hazardous chemicals on the Premises.

c. *No Third-Party Right of Action*. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or TENANT.

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

regular maintenance, repairs or other work. TENANT is responsible for the cost of restoration and removal of any improvements installed by TENANT made necessary related to the City's maintenance, repair or other work conducted within the Premises or City Property by the City or the City's agent(s).

19. **Default and Remedies.** If TENANT shall default in the payment of any Rent, or in the payment of any other sum required to be paid by TENANT under this Lease, or on any of its obligations under this Agreement, or if TENANT shall make an assignment for the benefit of creditors, enter bankruptcy, receivership or insolvency proceedings, then the City, at its election, may give notice to TENANT in writing specifying the default. TENANT shall have 30 days after notice is sent to cure the default, except that if such failure is such that it cannot be completely remedied within the 30-day period, then TENANT shall not be found in default as long as it begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. If default continues thereafter, City may, without notice or demand of any kind to TENANT or any other person, terminate this Agreement and immediately repossess the Premises, in addition to all other rights and remedies provided in this Agreement, at law or in equity. In such event, the City may, either with or without process of law, enter the Premises and expel TENANT and all other persons on the Premises using such force as may be necessary to repossess and enjoy the Premises without prejudice to any other remedy which might be available. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

20. **Surrender.** At the expiration or termination of this Agreement for any reason, TENANT shall, within sixty (60) days of the termination of the Agreement, quit and surrender the Premises in as good condition as when received, reasonable wear and tear and damages by the elements or causes beyond TENANT's control excepted.

21. **Subordination; Special Provisions.** The City intends to continue planning for and begin construction of the Industrial Park Expansion during the Initial Term or any Renewal Term of this Agreement. In entering into this Agreement, the City seeks to permit TENANT to make productive use of the City Property in a manner that addresses a need in the City as described above until such time as the City Property is developed as part of the planned westward expansion of the City's Industrial Park. TENANT acknowledges the City's ultimate goal of readying the City Property for industrial development and agrees that its rights under this Agreement shall be subordinate to the Industrial Park Expansion project and the terms of any agreements relating thereto which the City may enter into with federal, state or local funding partners. In the event that TENANT's Authorized Use of the Premises becomes incompatible with the City's pursuit of the Industrial Park Expansion project, in the City's discretion, such incompatibility shall be cause for early termination of this Agreement on the grounds that the Premises are needed for governmental use pursuant to Paragraph 2.c.ii above.

    a. *Platting.* The City intends to prepare and record a plat of the property west of the Industrial Park, inclusive of the City Property, as part of its planning and preparation for the Industrial Park Expansion. The City anticipates that the final plat will be approved and recorded with the Kandiyohi County Recorder's Office during the first half of 2027. The Parties agree to cooperate with each other as reasonably necessary

to facilitate the platting process, and to negotiate, approve and execute an amendment to this Agreement and such other agreements, instruments, amendments and documents as necessary to update the legal description of the City Property and the Premises and otherwise give effect to the Parties' mutual intent in entering into this Agreement that TENANT have possession of the Premises for the Authorized Use as provided herein.

b. *Public Improvements.* The City reserves the right to install public improvements on the Premises as part of the Industrial Park Expansion, including but not limited to street, drainage, and utility infrastructure, subject to the notice requirements in Paragraph 12 above. The City shall, to the greatest practical extent, preserve TENANT's ability to use the Premises for the Authorized Use as provided herein. If TENANT's continued use of the Premises becomes incompatible with the City's installation of public improvements on the Premises as part of the Industrial Park Expansion, in the City's discretion, such incompatibility shall be cause for early termination of this Agreement on the grounds that the Premises are needed for governmental use pursuant to Paragraph 2.c.ii above.

c. *Motor Vehicle Access*.

   i. Access to Premises. Current motor vehicle access to the Premises is from an extension of Trott Avenue Southwest located upon the southeast corner of City-owned Parcel No. 95-917-5511, located immediately north of the City Property. The Industrial Park Expansion will include the dedication and construction of a north-south street connection between Trott Avenue Southwest, Willmar Avenue Southwest, and Highway 40. Upon commencement of construction of the Industrial Park Expansion project and for the duration of the Initial Term or any Renewal Term of this Agreement, the City shall, to the greatest practical extent, maintain motor vehicle access to the Premises suitable for use by trucks pulling semi-trailers. Such access may, in the City's discretion, consist of temporary access improvements while permanent access is interrupted due to construction. The City shall notify TENANT of any temporary interruptions in motor vehicle access to the Premises and shall reasonably coordinate with TENANT to minimize disruptions to TENANT's operations on the Premises. If it becomes infeasible to maintain motor vehicle access to the Premises, in the City's discretion, such infeasibility shall be cause for early termination of this Agreement on the grounds that the Premises are needed for governmental use pursuant to Paragraph 2.c.ii above.

   ii. Third-Party Access. Current motor vehicle access to the Willmar Rail Park Addition (Parcel No. 95-878-0010) is from the same extension of Trott Avenue Southwest from which the Premises is accessed (as described in subparagraph c.i above), across the existing paved runway and taxiway surfaces on the City Property to the place where such runway and taxiway enter the Willmar Rail Park Addition at its northwest parcel boundary. The Industrial Park Expansion will include the construction of permanent access to the Willmar Rail Park Addition from Highway 40 and/or a new connecting street to be constructed. Until such time as the new permanent access to the Willmar Rail Park Addition is constructed and opened for use by the traveling public, TENANT shall allow

access to the Willmar Rail Park Addition through the Premises as shown on Exhibit C, attached hereto and incorporated herein by reference.

22. **Option to Purchase.** TENANT shall have an Option to purchase the platted parcel of real property that succeeds the City Property as the parcel within which the Premises are situated (the "Successor Parcel") upon the expiration of the Initial Term, and a Right-of-First-Refusal (collectively, the "Option") to purchase the Successor Parcel at any time prior to the expiration of the Initial Term, as follows:

    a. The purchase price for TENANT's purchase of the Successor Parcel shall be calculated based on a rate of $21,000/acre (the "Purchase Price").

    b. Provided that TENANT is not in default pursuant to Paragraph 19 above, TENANT may exercise its Option by giving written notice of exercising its Option to the City not less than 60 days prior to the expiration of the Initial Term, and the closing of the transaction shall occur within 120 days after the expiration of the Initial Term, except that if such written notice is received by the City in response to the City's notice to TENANT of a bona fide offer to purchase the Successor Parcel from a third-party other than TENANT pursuant to subparagraph c below, the closing of the transaction shall occur within 180 days of receiving such notice, unless otherwise mutually agreed.

    c. The City, upon receiving a bona fide offer to purchase the Successor Parcel from a third-party other than TENANT during the Initial Term (the "bona fide offer"), and before transferring or entering into any agreement to transfer the Successor Parcel to any such third party, shall provide TENANT 30 days' written notice of such bona fide offer and afford TENANT the opportunity to exercise its Option to purchase the Successor Parcel for the Purchase Price. TENANT's written notice of declination of its right to Purchase or failure to respond to such notice during the 30-day notice period shall be deemed to be a waiver of TENANT's right to purchase the Successor Parcel and shall extinguish the Option as of the date such written notice of declination is received or such 30-day notice period expires. The City's transfer of the Successor Parcel to a City-affiliated board, commission or instrumentality shall not trigger this notice requirement, but such a transfer shall not extinguish the Option.

    d. The Option shall expire upon the earlier of: (i) the date on which this Agreement terminates, provided TENANT has not first provided written notice exercising its Option to the City pursuant to **Error! Reference source not found.**; (ii) the date on which the Initial Term of this Agreement expires, provided TENANT has not first provided written notice exercising its Option to the City pursuant to Paragraph **Error! Reference source not found.**; (iii) the date on which the Option is extinguished due to TENANT's failure to exercise its Option within 30 days after receiving written notice of a the City's receipt of a bona fide offer to purchase the Successor Parcel by a party other than TENANT pursuant to **Error! Reference source not found.**; or (iv) the date on which the Option is extinguished due to City's notice of early termination due to its governmental use of the City Property or Successor Parcel pursuant to Paragraph 2.c.ii above.

e. The parties shall, promptly after the City's recording of the final plat pursuant to Paragraph 21.a above, execute a recordable instrument granting the Option to purchase the Successor Parcel to TENANT in the form and substance as attached hereto as Exhibit D.

23. **General Terms.**

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

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

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

CITY:

Christopher Frank
Planning and Development Director
333 South Sixth Street
Willmar, MN 56201
Phone: 320-214-5195
Email: cfrank@willmarmn.gov

TENANT:

Name:
Position:
Address:

Phone:
Email:

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

e. *No Partnership, Joint Venture, or Fiduciary Relationship.* Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and TENANT, it being understood that the sole relationship created hereby is one of landlord and tenant.

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

g. *Force Majeure.* The parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other party immediately.

h. *Compliance with Laws.* TENANT shall, at its own expense, abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which TENANT is responsible. This Agreement does not authorize any use of the Premises in violation of applicable land use laws and regulations.

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

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

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

l. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and

enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

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

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

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

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

(Remainder of page intentionally left blank - signature pages to follow)

In witness whereof, the parties have caused these presents to be signed as of the date first above mentioned.

CITY OF WILLMAR, MINNESOTA

By: _____ By: _____
Its: Mayor Its: City Administrator

[JASON BUTLER ENTITY]

By: _____
Its: _____

EXHIBIT A

Legal Description of City Property

[*Insert legal description . . .*

]

EXHIBIT B

Depiction of Leased Premises

EXHIBIT C

Depiction of Access to Willmar Rail Park Addition

EXHIBIT D

Form of Option to Purchase

95-917-5551

CITY OF WILLMAR

95-917-5511

17

878-0010

CITY OF WILLMAR

95-917-5810

CITY OF WILLMAR

95-917-5511

CITY OF WILLMAR

95-917-5800

95-872-2400

CITY OF WILLMAR

95-872-2320

95-872-2330

95-872-2340

95-872-2310

32nd St SW

95-872-2410

95-872-2380

95-872-2370

95-872-2360

95-872-2350

95-872-2420

5

CITY OF WI

95-872-1

Willmar

2022 WILLMAR, LLC

95-872-3000

Willmar Ave SW

GM DEVELOPMENT, LLP

95-872-2000

CITY OF WILLMAR

95-872-2010

30th St SW

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE LEASE WITH OPTION TO PURCHASE OF REAL PROPERTY TO **[JASON BUTLER ENTITY]**

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

Section 1. AUTHORIZATION OF LEASE WITH OPTION TO PURCHASE. Finding it to be in the best interests of the City of Willmar, the Willmar City Council hereby authorizes the lease, including an option to purchase, of real property owned by the City consisting of approximately 8.7 acres, which constitutes a portion of Parcel # 95-917-5510, as legally defined on Exhibit A hereto, to **[JASON BUTLER ENTITY]**, a limited liability company organized under the laws of the State of Minnesota, pursuant to the terms and conditions of a Lease Agreement to be entered into between the City and **[JASON BUTLER ENTITY]**.

Section 2. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this ___ day of _____, 2026.

ATTEST:

_____ _____

Vernae Larsen, City Clerk Douglas E. Reese, Mayor

VOTE: ____ SHULDES ___ GILBERTSON ___ DAVIS ____ GARDNER

____ FAGERLIE ___ ASK ___ BUTTERFIELD ___ NELSEN

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: September 21, 2026

This Ordinance published on: _____

This Ordinance given a hearing on: October 19, 2026

This Ordinance adopted on: _____

This Ordinance published on: _____

EXHIBIT A
LEGAL DESCRIPTION

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.K.
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:	Removal of Parking Time Restriction on Portion of Becker Ave		

RECOMMENDED ACTION:
Motion to Approve the Request by Police Chief to Remove Parking Time Restrictions on Becker Ave SW Between 6th and 7th St SW by _____; seconded by_____.

OVERVIEW:
The Planning and Development Department received a request from Adam Gregory, owner of 614 BECKER AVE SW to evaluate removing the parking time restriction upon that block of the Central Business District (Downtown). That block currently has a 2-hour parking restriction during the day. The block has had a reduction in commercial activity and is currently comprised of 6 residences and 1 business that is located in a former residence. . Mr. Gregory operates a 5-unit rental home on the street and has requested that the restriction be removed to allow tenants and guests, along with the residents of the other 5 houses, to have a place to park on the street that is unencumbered by the 2-hour restriction. Planning and Development Staff conferred with Chief Holme on the request and both believe the request could be accommodated without much effect to the rest of the District given the street is on the far west edge of the Downtown Business District and is currently residential in nature. Chief Holme has authority to make the requested modification with approval of the City Council.

BUDGETARY/FISCAL ISSUES:
Minimal effect on any budgetary issues.

ALTERNATIVES TO CONSIDER:
Denial of Request

ATTACHMENTS:
1. Michael Holme_202609161609

WILLMAR
POLICE DEPARTMENT

Phone: 320-235-3100 | Fax: 320-235-6737 | 2201 23rd Street NE, Suite 102 | Willmar, MN 56201

To: Willmar City Council
From: Chief Mike Holme
Re: Request to Remove 2-Hour Parking Restriction – Becker Ave SW between 6th and 7th Street
Date: September 16, 2026

Dear Mayor and Members of the City Council:

I am requesting that the City Council consider removing the existing 2-hour parking restriction on Becker Ave SW between 6th and 7th Street.

This portion of Becker Ave SW is currently residential in nature, with six residences and no businesses located on the block. The existing parking restriction appears to serve little practical purpose in this area and creates an unnecessary limitation on residents, tenants, and their guests who need to park along the street.

The request is also consistent with the current character and use of this portion of Becker Ave SW. While the street is located near the Downtown Business District, this block is on the western edge of the district and is predominantly residential. Removing the 2-hour restriction on this block should have minimal impact on nearby commercial uses while providing additional flexibility for residential parking.

I respectfully request that the City Council place this matter on its agenda and consider directing the appropriate city staff to remove the 2-hour parking restriction signs from Becker Ave SW between 6th and 7th Street.

Thank you for your consideration.

Respectfully,

Chief Mike Holme
Willmar Police Department

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.L.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	Yes	**Prepared By:**	Chris Frank, Planning and Development Director
Ordinance:	No	**Presented By:**	Chris Frank, Planning and Development Director
Item:	Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for Westwind Homes Project		

RECOMMENDED ACTION:
Motion to pass the Resolution to Commit $101,017.00 in State Affordible Housing Aid (SAHA) Funds to SW Minnesota Housing Partnership for the Westwood Homes Project

OVERVIEW:
City staff were 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.

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

The two proposed single-family dwellings are desperately needed within Willmar where we currently have only 5 single-family homes being built this year (not including duplex/townhomes), which is continuing a trend of <10 single-family homes built per year.

BUDGETARY/FISCAL ISSUES:
The $101,017.00 of 2023 SAHA funds are currently held within a separate account and are not recognized as revenue until they are spent on a project. For accounting purposes, there will be an increase in the account designated for SAHA Revenue (Account: 10173010.4301) and a corresponding increase in the expense account of the Planning and Development Department (Account 101807.5490 "Other Charges/Services"). This will be a balanced journal entry, as both revenue and expense will offset, leaving the general fund with a balanced budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar_SAHA funding requests_2026
2. Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for Westwind Homes Project

SOUTHWEST MINNESOTA Housing Partnership
2401 Broadway Avenue
Slayton, MN 56172
P (507) 836-8547 • F (507) 836-8866
swmhp.org
NeighborWorks HomeOwnership Center Chartered Member

MEMORANDUM

TO: City of Willmar
FROM: Chad Adams, Chief Executive Officer
Southwest Minnesota Housing Partnership
DATE: August 18, 2026
RE: Request for Statewide Affordable Housing Aid (SAHA) Funds – New Single-Family Homes

PURPOSE

The purpose of this memorandum is to provide an overview of two requests for the City of Willmar's State Affordable Housing Aid (SAHA) funds. The first project (Westwind Homes) involves two single-family homes being developed this fall by Southwest Minnesota Housing Partnership (SWMHP) on two lots we own in the Westwind Estates subdivision and to request a $101,000 cash allocation of SAHA funds. The second project (PCLT Homes) involves a commitment for $150,000 of SAHA funds for SWMHP's Partnership Community Land Trust (PCLT) to develop three single-family homes for homeownership in the proposed Lakeland subdivision (Gesch YMCA Addition) in the city of Willmar. These contributions will allow Southwest Minnesota Housing Partnership, a nonprofit housing development corporation, to close the value and/or affordability gap for homebuyers of the five homes.

WESTWIND PROJECT OVERVIEW

Property: Lot 3 and Lot 4, Block 4 Westwind Estates, Third Addition
Total Number of Homes: 2 three-bedroom homes, with two-bath and two-car attached garage
Building Type and Year: One-level accessible modular construction; garage built on site
Total Development Cost: $900,000+ ($450,000+ per home)
Home Affordability Target: Sales price under $375,000 per home to new homebuyer

Timeline of Project

Fall 2025 - Spring 2026: Southwest Minnesota Housing Partnership (SWMHP) partnered with a modular home builder to build 12 homes to be placed in greater Minnesota communities. The modular builder is providing a contribution on the project to assist in making the homes affordable to homebuyers in greater Minnesota.
Spring/Summer 2026: SWMHP has identified four communities to place the homes (secure lots, receive site installation bids, finalize funding sources).
Late Summer/Fall 2026: Installation and marketing of homes.
October – December 2026: Sale/closing to new homebuyers.

Funders

- Modular Home Builder (contribution)
- Southwest Minnesota Housing Partnership (Developer)

PCLT PROJECT OVERVIEW

Property: Lakeland subdivision (Gesch YMCA Addition), in partnership with landowner/developer Marcus Construction
Total Number of Homes: 3, three to four bedroom homes, with two-bath and two-car attached garage
Building Type and Year: Stick Built
Total Development Cost: TBD, $1,100,000 - $1,400,000 ($360,000+ per home)
Home Affordability Target & Requirements: Sales price under $240,000 per home to new homebuyer at 80% of Area Median Income or lower. Lots placed into SWMHP's PCLT to ensure that future homebuyers are required to be at 80% of AMI or lower.

Timeline of Project
Spring – Summer 2026: Southwest Minnesota Housing Partnership (SWMHP) committed to partner with Marcus Construction to develop three PCLT homes in their future proposed Lakeland subdivision.
July 2026 – SWMHP submitted 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. Exact lots and communities are being considered and were not required in the application.
September 1, 2026: SWMHP seeks to secure a letter of support from the City of Willmar for the project (three homes) and SAHA funds to send to Minnesota Housing by their deadline. A letter of support will strengthen our application.
December 2026 – Minnesota Housing makes selections of funding awards.
Spring/Summer 2027 – If awarded Minnesota Housing funds, contracts secured and construction commences. This timeline also assumes that Marcus Construction & SWMHP secure land use approvals and other funding sources for the subdivision development prior to Spring/Summer 2027.
Fall 2027 – Spring 2028 – Homes completed and occupied by new homebuyers.
2027 – 2029 - SWMHP desires to build up to nine more PCLT homes (for a total of 12) in the subdivision over the next four years.

Funders
- Marcus Construction (Land Owner/Developer) – Contribution commitment secured
- Southwest Minnesota Housing Partnership (Developer Partner) – Contribution commitment secured
- Minnesota Housing (Impact Fund Program) – Application for funding has been made
- Other TBD (SWMHP is regularly applying for other government, foundation, and private sector grants, loans and concessionary capital, including New Market Tax Credits for greater Minnesota projects).

FUNDING REQUESTS

Westwind homes project: SWMHP respectfully requests a $101,000 cash contribution from the City's SAHA program under the program qualification of providing financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing.

The $101,000 contribution would be applied as a writedown of the cost of the homes and/or a forgivable or deferred loan to fill the value and/or affordability gap. SWMHP is requesting flexibility in use of the funds to meet the homebuyer's affordability needs. SWMHP will structure the funding to ensure that the homebuyers are not able to sell the home for a substantial benefit as part of the homebuyer receiving the writedown, downpayment, or other loan assistance. A cash contribution ensures the project can sell and close efficiently for a homebuyer.

PCLT homes: SWMHP respectfully requests a letter of support and commitment of $150,000 from the City's SAHA program again under the program qualification of providing financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing. SWMHP can draft a letter of support if desired.

The $150,000 contribution would also be applied as a writedown of the cost of the home and/or a forgivable or deferred loan to fill the value and/or affordability gap. SWMHP is requesting flexibility in use of the funds to meet a homebuyer's affordability needs. SWMHP will structure the funding to ensure that the homebuyer is not able to sell the home for a profit after realizing the homebuyer receives the writedown, downpayment, or other loan assistance. A cash contribution ensures the project can sell and close efficiently for a homebuyer.

CONCLUSION

Southwest Minnesota Housing Partnership appreciates your consideration and looks forward to partnering with the City to add five single-family homes to homeowners in the community over the next two years, with potential of several more in future years.

RESOLUTION NO. _____

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

Motion By:_____ Second By:_____

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.

_____
MAYOR

Attest:

_____
CITY CLERK

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.M.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	Yes	**Prepared By:**	Chris Frank, Planning and Development Director
Ordinance:	No	**Presented By:**	Chris Frank, Planning and Development Director
Item:	Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for PCLT Project		

RECOMMENDED ACTION:
Motion to pass the Resolution 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.

OVERVIEW:
City staff were 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, 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.

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. This amount does not include the currently proposed $101,017.00 from 2023 that is also being requested by SWMHP for a different project.

The three proposed single-family dwellings are desperately needed within Willmar, where we currently have only 5 single-family homes being built this year (not including duplex/town homes), which is continuing a trend of <10 single-family homes built per year. The overall subdivision being planned by Marcus Construction, in partnership with SWMHP, may include approximately 50 owner-occupied mix of detached town homes and twin homes. This would be significant increase in our owner-occupied housing stock within the City.

BUDGETARY/FISCAL ISSUES:
The $150,000.00 of SAHA funds are currently held within a separate account and are not recognized as revenue until they are spent on a project. For accounting purposes, there will be an increase in the account designated for SAHA Revenue (Account: 10173010.4301) and a corresponding increase in the expense account of the

Planning and Development Department (Account 101807.5490 "Other Charges/Services"). This will be a balanced journal entry, as both revenue and expense will offset, leaving the general fund with a balanced budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar_SAHA funding requests_2026
2. Resolution to Commit State Affordible Housing Aid (SAHA) Funds to SWMHP for Gesch YMCA Addition Project

SOUTHWEST MINNESOTA Housing Partnership
2401 Broadway Avenue
Slayton, MN 56172
P (507) 836-8547 • F (507) 836-8866
swmhp.org
NeighborWorks HomeOwnership Center Chartered Member

MEMORANDUM

TO: City of Willmar
FROM: Chad Adams, Chief Executive Officer
Southwest Minnesota Housing Partnership
DATE: August 18, 2026
RE: Request for Statewide Affordable Housing Aid (SAHA) Funds – New Single-Family Homes

PURPOSE

The purpose of this memorandum is to provide an overview of two requests for the City of Willmar's State Affordable Housing Aid (SAHA) funds. The first project (Westwind Homes) involves two single-family homes being developed this fall by Southwest Minnesota Housing Partnership (SWMHP) on two lots we own in the Westwind Estates subdivision and to request a $101,000 cash allocation of SAHA funds. The second project (PCLT Homes) involves a commitment for $150,000 of SAHA funds for SWMHP's Partnership Community Land Trust (PCLT) to develop three single-family homes for homeownership in the proposed Lakeland subdivision (Gesch YMCA Addition) in the city of Willmar. These contributions will allow Southwest Minnesota Housing Partnership, a nonprofit housing development corporation, to close the value and/or affordability gap for homebuyers of the five homes.

WESTWIND PROJECT OVERVIEW

Property: Lot 3 and Lot 4, Block 4 Westwind Estates, Third Addition
Total Number of Homes: 2 three-bedroom homes, with two-bath and two-car attached garage
Building Type and Year: One-level accessible modular construction; garage built on site
Total Development Cost: $900,000+ ($450,000+ per home)
Home Affordability Target: Sales price under $375,000 per home to new homebuyer

Timeline of Project

Fall 2025 - Spring 2026: Southwest Minnesota Housing Partnership (SWMHP) partnered with a modular home builder to build 12 homes to be placed in greater Minnesota communities. The modular builder is providing a contribution on the project to assist in making the homes affordable to homebuyers in greater Minnesota.
Spring/Summer 2026: SWMHP has identified four communities to place the homes (secure lots, receive site installation bids, finalize funding sources).
Late Summer/Fall 2026: Installation and marketing of homes.
October – December 2026: Sale/closing to new homebuyers.

Funders

- Modular Home Builder (contribution)
- Southwest Minnesota Housing Partnership (Developer)

PCLT PROJECT OVERVIEW

Property: Lakeland subdivision (Gesch YMCA Addition), in partnership with landowner/developer Marcus Construction
Total Number of Homes: 3, three to four bedroom homes, with two-bath and two-car attached garage
Building Type and Year: Stick Built
Total Development Cost: TBD, $1,100,000 - $1,400,000 ($360,000+ per home)
Home Affordability Target & Requirements: Sales price under $240,000 per home to new homebuyer at 80% of Area Median Income or lower. Lots placed into SWMHP's PCLT to ensure that future homebuyers are required to be at 80% of AMI or lower.

Timeline of Project
Spring – Summer 2026: Southwest Minnesota Housing Partnership (SWMHP) committed to partner with Marcus Construction to develop three PCLT homes in their future proposed Lakeland subdivision.
July 2026 – SWMHP submitted 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. Exact lots and communities are being considered and were not required in the application.
September 1, 2026: SWMHP seeks to secure a letter of support from the City of Willmar for the project (three homes) and SAHA funds to send to Minnesota Housing by their deadline. A letter of support will strengthen our application.
December 2026 – Minnesota Housing makes selections of funding awards.
Spring/Summer 2027 – If awarded Minnesota Housing funds, contracts secured and construction commences. This timeline also assumes that Marcus Construction & SWMHP secure land use approvals and other funding sources for the subdivision development prior to Spring/Summer 2027.
Fall 2027 – Spring 2028 – Homes completed and occupied by new homebuyers.
2027 – 2029 - SWMHP desires to build up to nine more PCLT homes (for a total of 12) in the subdivision over the next four years.

Funders
- Marcus Construction (Land Owner/Developer) – Contribution commitment secured
- Southwest Minnesota Housing Partnership (Developer Partner) – Contribution commitment secured
- Minnesota Housing (Impact Fund Program) – Application for funding has been made
- Other TBD (SWMHP is regularly applying for other government, foundation, and private sector grants, loans and concessionary capital, including New Market Tax Credits for greater Minnesota projects).

FUNDING REQUESTS

Westwind homes project: SWMHP respectfully requests a $101,000 cash contribution from the City's SAHA program under the program qualification of providing financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing.

The $101,000 contribution would be applied as a writedown of the cost of the homes and/or a forgivable or deferred loan to fill the value and/or affordability gap. SWMHP is requesting flexibility in use of the funds to meet the homebuyer's affordability needs. SWMHP will structure the funding to ensure that the homebuyers are not able to sell the home for a substantial benefit as part of the homebuyer receiving the writedown, downpayment, or other loan assistance. A cash contribution ensures the project can sell and close efficiently for a homebuyer.

PCLT homes: SWMHP respectfully requests a letter of support and commitment of $150,000 from the City's SAHA program again under the program qualification of providing financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing. SWMHP can draft a letter of support if desired.

The $150,000 contribution would also be applied as a writedown of the cost of the home and/or a forgivable or deferred loan to fill the value and/or affordability gap. SWMHP is requesting flexibility in use of the funds to meet a homebuyer's affordability needs. SWMHP will structure the funding to ensure that the homebuyer is not able to sell the home for a profit after realizing the homebuyer receives the writedown, downpayment, or other loan assistance. A cash contribution ensures the project can sell and close efficiently for a homebuyer.

CONCLUSION

Southwest Minnesota Housing Partnership appreciates your consideration and looks forward to partnering with the City to add five single-family homes to homeowners in the community over the next two years, with potential of several more in future years.

RESOLUTION NO. _____

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

Motion By:_____ Second By:_____

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:

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2. 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.

3. 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.

_____
MAYOR

Attest:

_____
CITY CLERK

City Council Action Request

Council Meeting Date:	September 21, 2026	**Agenda Item Number:**	9.N.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Kyle Box, City Administrator
Ordinance:	No	**Presented By:**	Kyle Box, City Administrator
Item:	Call for a Budget Work Session		

RECOMMENDED ACTION:

Call for a Budget Work Session for Monday, October 12, at 6:30 PM, Rice Home Medical Building, 1033 19th Ave SW

OVERVIEW:

The City Council-adopted Budget calendar calls for a work session to discuss the 2027 budget. The City Council adopted the preliminary levy and, at its discretion, may continue refining the budget and levy. This work session is intended to receive and finalize the City Council's direction on the 2027 budget and levy.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None