



WILLMAR CITY COUNCIL MEETING

TUESDAY, FEBRUARY 18, 2025 @ 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. Proclamation:
6. Consent Items

Approve:

- A. City Council Minutes of February 3, 2025
- B. City Council Work Session Minutes of February 10, 2025
- C. Willmar Municipal Utilities Commission Minutes of February 10, 2025
- D. Willmar Police Commission Meeting Minutes of December 18, 2024
- E. Willmar Police Commission Meeting Minutes of January 22, 2025
- F. Planning Commission Minutes of February 5, 2025
- G. Willmar Fests, Inc. Lawful Gambling Application
- H. Prairie Lakes Chapter Rocky Mountain Elk Foundation Lawful Gambling Application
- I. Accounts Payable Report, 1/30/25 - 2/12/25

Information:

Directors Report

Monthly Building Permit Report for January 2025

WMU Financial Report for December 2024

7. Approve Consent Agenda Items
8. Items Removed from Consent Agenda
9. Open Forum (Individuals Limited to Three (3) Minutes)
10. Regular Business
 - A. State of the City Address: Mayor Reese
 - B. Awarding Bid to Tradesmen Construction Inc. for Outdoor Covered Ice Rink

- C. Approve the purchase agreement with Becker Arena Products for the outdoor dasher board system
- D. Gorton Ave Right-of-Way
- E. Broadband Consideration
- F. Request for Joint Work Session on Monday, March 24, 2025

11. Closed Session

- A. Closed session pursuant to MN Stat 13d.05, subd.3(c) parcel 95-378-0010

12. Announcements

13. Adjourn

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

February 3, 2025
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 City Administrator Leslie Valiant, City Operations Director Kyle Box, Interim Police Chief Michael Holme, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, Environmental Specialist Sara Sietsema, City Clerk Vernae Larsen, and City Attorney Robert Scott.

Council Member Ask moved to **add the Broad band Committee to the agenda as item 10 C**. 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

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

- A. City Council Minutes of January 21, 2025
- B. Willmar Municipal Utilities Commission Minutes of January 27, 2025
- C. **Resolution No. 2025-020** Advertisement for Bids: Project No. 2505-B TH 40 Drain Pipe Repair
- D. **Resolution No. 2025-021** Advertisement for Bids: Project No. 2503-B Street Improvement Project West
- E. Park and Recreation Board Applications
- F. Accounts Payable Report, 1/17/25 - 1/29/25

A motion was made by Council Member Ask to **Approve Consent Agenda Items**. 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

Public Hearing

A. Cannabis Regulation Ordinance

Operations Director Kyle Box presented the proposed ordinance to the council. Mayor Reese opened the public hearing at 6:41 p.m. There was no one present to speak for or against the proposed ordinance. There was one letter read into record, written by Attorney Susan Burns, attorney for Hemponix. She had seven points, mostly questioning language of the ordinance. It was also noted that Council Member Butterfield had been contacted by Jason Hamstead questioning if the city opened a dispensary, would it count toward the 2 maximum allowed within the City of Willmar. He also asked about the mailing of products. Mayor Reese closed the public hearing at 6:53 p.m.

Council Member Shuldes moved to adopt **Ordinance No. 1533 - Cannabis Regulation Ordinance**. 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 Fagerlie moved to **Publish Ordinance No. 1533 by Summary**. 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

B. Ordinance amending Willmar Zoning Ordinance No. 1060

Operations Director Kyle Box presented the proposed ordinance to the council. Mayor Reese opened the public hearing at 7:00 p.m. There being no one present to speak for or against the proposed ordinance, Mayor Reese closed the public hearing at 7:00 p.m. Council Member Nelsen moved to adopt **Ordinance No. 1534 amending Willmar Zoning Ordinance No. 1060**. 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 Nelsen moved to **Publish Ordinance No. 1534 by Summary**. 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

Regular Business

A. Consider the hiring of Alissa Gambrel as the City of Willmar Human Resource Director

City Administrator Leslie Valiant introduced Alissa Gambrel to the council and asked that they approve of the hiring of Alissa Gambrel as Human Resources Director for the City of Willmar. Council Member Davis moved to approve **the hiring of Alissa Gambrel as the City of Willmar Human Resource Director**. 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

B. Review of the City Council Open Forum Policy

There was a healthy discussion between the council and city staff regarding policy number 5. Number 5 restricts Open Forum speakers from discussing items that appear on the agenda. Following discussion Council Member Ask moved to **strike #5 from the City Council Open Forum Policy**. 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

C. Broadband Committee

Council Member Shuldes moved to approve Council Member Ask as replacement for former Council Member O'Brien on the broadband committee. 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

Having no further business, Council Member Shuldes moved to **Adjourn at 7:26 p.m.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

Ayes Justin Ask, Audrey Nelsen, Thomas Gilbertson, Stephen Gardner, Rick Fagerlie, Vicki Davis, Carl Shuldes
Noes None

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2025-020

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR PROJECT NO 2505-B.

Motion By: Ask Second By: Davis

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2505-B for the City of Willmar;

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

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

Dated this 3rd day of February, 2025

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2025-021

A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR PROJECT NO 2503-B.

Motion By: Ask Second By: Davis

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2503-B for the City of Willmar;

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

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

Dated this 3rd day of February, 2025

_____/S/ Douglas E. Reese
Mayor

Attest:

_____/S/Vernae Larsen
City Clerk

WILLMAR CITY COUNCIL PROCEEDINGS
Fire Station, Training Room (Work Session)
515 2nd St SW, Willmar, MN 56201

February 10, 2025
6:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Information Systems Coordinator Jonah Johnson, Director of Community Growth Pablo Obregon.

There were no additions or deletions to the agenda.

Mayor Reese called on City Operations Director Kyle Box.

A. Connect Willmar Initiative

City Operations Director Kyle Box provided the Council with an update on the Connect Willmar Initiative. Also, presenting information to the council was Dylan Idso, PE of Bolton & Menk, Kyle Moorhead of Hometown Fiber, Anthony Wil of Broadband Corp. and Jason Jenkins, Vice President of Silverlight Fiber Network.

Following a question answer time, Council Member Fagerlie moved to **Adjourn** the work session at 8:45 p.m. Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	6.C.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Willmar Municipal Utilities Commission Minutes of February 10, 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 2.10.25 MINUTES{FINAL}



SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – February 10, 2025

11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) met in its regular scheduled meeting on Monday, February 10, 2025, at 11:45 am in the WMU Auditorium with the following Commissioners present: Shawn Mueske, John Kennedy, Dave Baumgart, Terrill Sieck, Carol Laumer, Patricia Elizondo, and Bruce DeBlieck.

Others present at the meeting were: General Manager Jeron Smith, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Coordinator Mike Sangren, Executive Secretary Abby Ahrendt, Associate Attorney with Flaherty-Hood Morgan Azbill (via teleconference), and WC Tribune Journalist Jennifer Kotila.

The meeting opened by reciting the Pledge of Allegiance. Commission President Mueske continued by asking if any changes to the agenda were needed. General Manager Smith provided an update on the bill payment listing. First, he highlighted a billing error identified during the transition to TylerTech in April, where two accounts were inadvertently double billed. The issue has been resolved with corrected bills issued and refunds processed. An additional payment was issued to cover interest accrued on overbilled amounts. He further acknowledged the purchase of used radios from the Willmar Fire Department, which will contribute to cost savings. Finally, Smith reported that 87% of the construction contract for the new water treatment plant has been expended. The new plant has been operating for several weeks. The old plant is permanently shut down. Following review and discussion, Commissioner Kennedy offered a resolution to approve the consent agenda as presented. Commissioner Baumgart seconded.

RESOLUTION NO. 6

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the consent agenda be approved as presented which includes:

- ❖ Minutes from January 27, 2025, MUC Meeting;
- ❖ Minutes from January 27, 2025, Labor Committee Meeting; and,
- ❖ Bills represented by vouchers No. 20250165 to No. 20250288 and associated wire transfers inclusive in the amount of \$951,900.77.

Dated this 10th day of February 2025.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of 7 ayes and 0 nays.

Finance & Office Services Supervisor Prekker reviewed the December 2024 Financial Reports along with a recap of December 31, 2024, Investment Portfolio. The financial information contained in the report reflects operating revenues, expenses, retained earnings, and fund comparisons for both the Electric and Water Divisions.

Associate Attorney with Flaherty-Hood Morgan Azbill presented the annual “*Commissioner 101*” data training and review. This information is presented to the governing board annually as a “refresher” to assist in promoting understanding of roles/responsibilities, address potential board conflicts, clarify member’s expectations, and to assist in providing guidance and directive to meet the goals and expectations of the Commission and Utility. To ensure that all Commissioners are kept well-informed, Attorney Azbill reviewed the information which is also available on their Utility-provided iPads. The 2025 topics highlighted for review included: 1) Commissioner Role & Duties; 2) Open Meeting Law; 3) Government Records & Data; and 4) Conflict of Interest.

In conjunction with the annual reviews, General Manager Smith offered an overview of the WMU Miscellaneous Data Listing for 2025. For their convenience and ease of access, the listed data can all be located on their Utility-provided iPads.

Both DeBliek and Smith attended the January 2025 MMUA Legislative Conference. DeBliek provided an update on the conference, noting that it lasted 2 half days in St. Paul, featured various speakers, including a political analyst from WCCO who spoke on the 2024 elections, as well as a legislative panel. DeBliek also spent time at the Capitol speaking with Dave Baker about legislative issues. He shared that the conference was overall a positive experience and that he had productive conversations with Paul Anderson, a representative from Pope County. They discussed the need for the Ortonville to Alexandria power line and identified concerns that will be addressed with MRES, a partner in the project. Smith then highlighted key items from the MMUA agenda, noting strong support for the topics discussed. While he was unable to meet with Baker and Lang at their offices Smith mentioned that Baker was present at the reception. Both Baker and Lang are well informed and expressed their support for the Municipal Utilities Commission (MUC). Overall, both DeBliek and Smith expressed their enthusiasm for a good conference.

General Manager Smith provided a reminder regarding the APPA Legislative Rally, which will take place in Washington, D.C. from February 24-26. Smith noted that DeBliek and Laumer would be joining him. Additionally, Smith reminded the commission about the upcoming Labor Committee Meeting scheduled for Monday, March 10th at 1:00 p.m. He also mentioned the APPA National Conference, which will be held in New Orleans, Louisiana from June 6th to June 11th.

Mueske suggested scheduling the commission retreat for Friday, March 21st, from 10:30 a.m. to 3:00 p.m. He mentioned his review of fifteen lessons from APPA’s Governance Essentials course and other miscellaneous data to identify potential topics for the retreat. After considering the options, Mueske indicated that it might be best for him to lead the session, with continued coordination alongside General Manager Smith, to finalize the details. Laumer made a motion to nominate Mueske to lead the commission retreat with the assistance of General Manager Smith. Baumgart seconded the motion which was carried by a vote of 7 ayes and zero nays. Further details and solidification of the retreat will be provided as the plans develop.

Upcoming 2025 events to note:

- APPA Legislative Rally (Washington, DC): February 24-26 (DeBliek/Laumer/Smith)
- Labor Committee Meeting Monday, March 10th, 2025, at 1:00pm
- APPA National Conference (New Orleans, LA): June 6-11

There being no further business to come before the Commission, Commissioner Baumgart offered a motion to adjourn. Commissioner Laumer seconded the motion which was carried by a vote of seven ayes and zero nays, and the meeting was adjourned at 1:10 pm.

Respectfully Submitted,
WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Dave Baumgart, Secretary

MINUTES
WILLMAR POLICE COMMISSION
Wednesday, December 18, 2024

A meeting of the Willmar Police Civil Service Commission was held on Wednesday, December 18, 2024, at the Law Enforcement Center in Willmar.

Present were Police Civil Service Commission members President Earline Schulstad, Vice President Lilbon Clark, and Secretary Kris Rosendahl. Interim Chief Mike Holme, Captain Mike Anderson, City Administrator Leslie Valiant, City Operations Director Kyle Box, Human Resources Director LuAnn Sietsema, and Administrative Assistant Lynn Shuldes were also present.

The meeting was called to order by President Schulstad at 10:33 a.m.

A motion was made by Commissioner Rosendahl, seconded by Commissioner Clark to approve the December 4th minutes as submitted. **Motion carried.**

Interim Police Chief Holme, Captain Anderson, and Administrative Assistant Shuldes were excused from the meeting during the discussion of the police commission hiring review process.

Staff described to the Police Commission an overview of the interview question process.

Member Rosendahl asked a clarifying question about the salary negotiation process. Administrator Valiant commented that salary negotiation would take place after an offer is made to a candidate.

Staff provided an overview of the scoring process. The posting for the Police Chief will close on Monday, January 6, 2025. After the closing, the Police Commission will receive the eligibility roster of applicants and score blind applications. Candidates will be selected from the eligibility roster for initial interviews.

Miscellaneous

Captain Anderson presented the Commission with an update on police officer candidate Rodriguez. He stated results from the psychological exam as well as the physical ability exam have come back and have been reviewed by himself and Interim Chief Holme. Captain Anderson asked the Commission if the results of the physical and lab work come back with no points of concern, would they want staff to request a formal job offer from the city. Commissioner Clark made the motion to allow Interim Chief Holme to request a formal job offer from Administrator Valiant, if the physical and lab work come back with successful results. Commissioner Rosendahl seconded the motion. **Motion carried.**

Having no further business, the meeting was adjourned at 11:18 a.m.

by Lynn Shuldes and Kyle Box

MINUTES

WILLMAR POLICE COMMISSION

Wednesday, January 22, 2025, 10:30 AM

A meeting of the Willmar Police Civil Service Commission was held on Wednesday, January 22, 2025, at Willmar City Hall, 333 6th Street SW, Willmar, Minnesota.

Police Civil Service Commission members President Earline Schulstad, Vice President Lilbon Clark, and Secretary Kris Rosendahl were present. City Administrator Leslie Valiant and City Operations Director Kyle Box were also present.

The meeting was called to order.

City Administrator Leslie Valiant reviewed the survey responses related to the Police Chief posting with the Commission. Sixty-six (66) surveys were received and summarized, listing the priority of attributes and areas of focus desired from a Chief of Police.

The Commission asked a general question regarding how compensation for city positions was identified. Staff provided an overview of the Base Pay Schedule, market rate studies, and requirements with pay equity.

The Commission reviewed the applicant's scoring information. Candidate 4 and Candidate 8's application scores were adjusted to reflect the highest level of education achieved accurately. The Commission then ranked the candidates in order of application scores.

The Commission reviewed the draft Candidate Questionnaire form and discussed refining it to include a specific question(s) for the Chief of Police position in Willmar.

The Commission established a "cut-off" to application scores of 70 points and to also interview all internal candidates. Out of the nine applications received, eight candidates were selected to receive a candidate questionnaire form and be invited to interview with the panel.

The Commission discussed interview scheduling. The staff commented that interviews can begin as soon as the week of February 3. Final dates and times will be confirmed with the interview panel.

Motion by President Schulstad, Seconded by Vice President Clark, to send out a Candidate Questionnaire Form to all applicants selected to be interviewed. All voted in favor.

Motion by Secretary Rosendahl, Seconded by President Schulstad, to establish a cut-off score of 70 points to applications received and to interview all internal candidates. All voted in favor.

Motion by Secretary Rosendahl, Seconded by Vice President Clark, to establish an interview panel consisting of Police Commission President Schulstad, Willmar Fire Chief Hanson, Kandiyohi County Sheriff Tollefson, City Administrator Valiant, City Council Member Ask, City Operations Director Box, and Police Commission Secretary Rosendahl as an alternate to Police Commission President Schulstad. All voted in favor.

At 11:54 AM, Motion by Rosendahl, Seconded by Clark, to adjourn. All voted in favor.

by Kyle Box



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	6.F.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Planning Commission Minutes of February 5, 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 02-05-25 Minutes Planning Commission Meeting

**WILLMAR PLANNING COMMISSION
WEDNESDAY, FEBRUARY 5, 2025
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, February 5, 2025, at 6:00pm at City Hall.

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

Members Absent: None.

Others Present: Christopher Corbett (Director of Planning & Development); Christopher Frank (City Planner); Nick Fath (CUP Application); Mike and Cathy Strutz (Resident); Ben Fischer (Applicant); Holly Booth (PLYP); Kristin Johnson (PLYP); Travis Bayum (PLYP); Amy Krupke (PLYP); Kayla Thrush (PLYP); and Jennifer Kotila (West Central Tribune).

1. Chairman Dresler called for order at 6:00PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Minutes:
 - 4.1. **Commissioner Buzzeo motioned, seconded by Commissioner Newberg, to approve the January 8, 2025 meeting minutes. The motion passed unanimously.**
5. General Public Testimony: None.
6. **REGULAR BUSINESS**

6.1 HEARING AND ACTION

6.1.1 PRAIRIE LAKES YOUTH PROGRAMS: CONDITIONAL USE PERMIT

Location: 1005, 1013 Lakeland Dr. NE, 822 Park Ave NW; Parcel #: 95-911-0600, 0605 & 95-820-0040; Ward 1.

Prairie Lakes requested a conditional use permit for three youth residences. Two of the residences have been operating since PLYP purchased the property from Kandiyohi County, which operated the residences for the same youth program purposes.

The police department expressed concerns about increased call volumes due to the addition of a second boys' residence.

Holly, a representative from Prairie Lakes, clarified that the new residence would replace a 16-bed facility that was damaged in a fire.

Commissioner Buzzeo discussed the nature of the new proposed boys home being a move/reallocation of children in the community to this new residence as a result of the fire, rather than an addition of new beds.

The public hearing was opened at 6:07PM.

Mike Strutz, a neighbor of the boys' group homes, expressed concerns about runaways, disruptive behavior, and previous lack of communication with PLYP following past incidents.

Ben Fischer shared his positive experience with the Prairie Lakes program.

The public hearing was closed at 6:13PM.

The commission discussed the concerns raised by the neighbors and the potential solutions including discussing improved communication between PLYP and the neighbors.

A motion was made to table the discussion for two weeks to allow Prairie Lakes to meet with the neighbors and come up with a mutually beneficial solution, however, after discussion the motion was withdrawn.

Commissioner Buzzeo then motioned to approve the request for conditional use permits at the three locations, seconded by Commissioner Holwerda. The motion passed unanimously.

6.1.2 NICK FATH APARTMENT UNITS: CONDITIONAL USE PERMIT

Location: 280 – 28th St SE; Parcel #:95-913-1132; Ward 3.

Nick Fath requested a conditional use permit to add three apartment units to his building located at 280 28th Street Southeast, located within the General Business – 3 zone. Planner Frank gave the project details for the three units to be added to the west side of the building and provided relevant departmental reviews from public works and engineering.

Public Works was aware of an ongoing stormwater issue involving surrounding stormwater flowing into Mr. Fath's site and proper diversion of the water and requested that Mr. Fath continue to work with all affected parties to resolve any issues.

Engineering gave no direct comment on the proposed use but requested detailed plans, including stormwater and grading, before any building permits would be issued.

The commission discussed the proposed use and the potential impact on the neighborhood.

The public hearing was opened and closed at 6:44PM due to no public comments.

Following discussion on whether the units should be capped at the requested three or a broader allowance for multi-family units in general, Commissioner Fils-Aime made a motion to approve the conditional use permit to allow multi-family dwelling units upon the property, seconded by Commissioner Poe. The motion passed with one abstaining.

6.2 PLATS

None.

6.3 BRIEFINGS

6.3.1 BEN FISCHER RENAISSANCE ZONE DEVELOPMENT: ZONING MAP AMENDMENT Location: 425 Litchfield Ave SE CONDITIONAL USE PERMIT Parcel #: 95-630-0830, 0860; Ward 3. PLAT BRIEFING

Ben Fisher presented a proposal for a zoning map amendment, conditional use permit, and plat approval for the development of a triplex with attached parking lot.

The proposal included rezoning two properties from R2 to General Business - 3 (GB-3) to allow for the triplex and future business development. The proposed triplex use could then be allowed as a conditional use permit within the GB-3 zone. The commission discussed the proposal and the potential impact on the neighborhood.

No action was taken as this was a briefing item.

7. DIRECTOR'S REPORT

Director Corbett gave an update on the comprehensive plan, announced upcoming events, including a presentation at the public library, and proposed joint working sessions with the city council to analyze the draft plan.

8. MISCELLANEOUS

9. ADJOURN

With no further business to discuss, Commissioner Poe motioned to adjourn the meeting, seconded by Commissioner Fils-Aime, and the meeting was adjourned at 7:08PM.



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	6.G.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Willmar Fests, Inc. Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Willmar Fests, Inc. Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar Fests, Inc. Lawful Gambling Application

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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: <u>Willmar Fests, Inc.</u>	Previous Gambling Permit Number: X- <u>33503-24-014</u>
Minnesota Tax ID Number, if any: _____	Federal Employer ID Number (FEIN), if any: <u>41-1653995</u>
Mailing Address: <u>P.O. Box 45</u>	
City: <u>Willmar</u>	State: <u>MN</u> Zip: <u>56201</u> County: <u>Kandiyohi</u>
Name of Chief Executive Officer (CEO): <u>Chris Radel</u>	
CEO Daytime Phone: <u>320-262-6706</u>	CEO Email: <u>info@willmarfests.com</u> (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 Education and Arts Center

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

Check one:
☒ City: Willmar Zip: 56201 County: Kandiyohi
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): June 21, 2025

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.

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	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 (60 days for a 1st class city). ☐ The application is denied.	☐ 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 City Name: <u>City of Millmar</u> Signature of City Personnel: <u>Deena Fause</u> Title: <u>City Clerk</u> Date: <u>2/10/25</u>	Print County Name: _____ Signature of County Personnel: _____ Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	
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: Chris Radel Date: 2/5/2025
(Signature must be CEO's signature; designee may not sign)

Print Name: Chris Radel

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the	application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-	ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; Individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.
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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:	February 18, 2025	Agenda Item Number:	6.H.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Prairie Lakes Chapter Rocky Mountain Elk Foundation Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Prairie Lakes Chapter Rocky Mountain Elk Foundation Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Prairie Lakes Chapter Rocky Mountain Elk Foundation 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: Prairie Lakes Chapter Rocky Mountain Elk Foudation Previous Gambling Permit Number: X-04845
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 81-0421425
 Mailing Address: 7242 North Shore Drive
 City: Spicer State: MNB Zip: 56288 County: Kandiyohi
 Name of Chief Executive Officer (CEO): Doug Wessling
 CEO Daytime Phone: 320-212-2106 CEO Email: myday@tds.net
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

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

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

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

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

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

GAMBLING PREMISES INFORMATION

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

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

Check one:

☒ City: Willmar Zip: 56201 County: Kandiyohi

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 2-22-2025

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

11/17
Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: WILLMAR

Signature of City Personnel:

Deena Jensen

Title: City Clerk Date: 2/4/25

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

COUNTY APPROVAL for a gambling premises located in a township

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

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 1-31-2025

(Signature must be CEO's signature; designee may not sign)

Print Name: Doug Wessling

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

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

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

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

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City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	6.I.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 1/30/25 - 2/12/25		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

Reduction of Departmental Budgets by amounts approved.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Payment History 1.30.25 - 2.12.25
2. EFT CK 575.

Vendor Payment Listing

January 30, 2025 thru February 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/01-25	73754	1,580.81	Kandiyohi Co-op Electric
103834	ROTHWELL/DANIEL	020325	73755	188.50	Reimbursement for work boots
103689	8TH STREET PHOTOGRAPHY	020525	73756	715.00	Pictures and Photo
103696	ACE ROLLOFFS & DISPOSAL	237/02-25	73757	52.70	Garb
103696	ACE ROLLOFFS & DISPOSAL	238/02-25	73757	129.48	City Hall garbage service
103696	ACE ROLLOFFS & DISPOSAL	239/02-25	73757	202.64	Public Works garbage service
103696	ACE ROLLOFFS & DISPOSAL	240/02-25	73757	24.35	Wastewater Collections garbage service
103696	ACE ROLLOFFS & DISPOSAL	241/02-25	73757	209.71	Wastewater garbage service
103696	ACE ROLLOFFS & DISPOSAL	233/02-25	73757	49.68	WASTE REMOVAL
103696	ACE ROLLOFFS & DISPOSAL	231/02-25	73757	46.15	Garbage
103696	ACE ROLLOFFS & DISPOSAL	235/02-25	73757	265.76	Garbage
103557	AMAZON CAPITAL SERVICES	1W6J-7KYY-FTM1	73758	54.68	Social media ring light and microphones
103557	AMAZON CAPITAL SERVICES	1D99-W77J-G9LC	73758	94.62	Daddy Daughter Supplies
103557	AMAZON CAPITAL SERVICES	1XJ7-NFW3-CWDM	73758	93.95	Daddy Daughter supplies
103557	AMAZON CAPITAL SERVICES	1J73-GY1F-CM13	73758	153.68	supplies for shelter
103557	AMAZON CAPITAL SERVICES	199N-DDC3-9PYD	73758	54.98	Garden hose
103557	AMAZON CAPITAL SERVICES	1Y1M-FM7C-C9W6	73758	57.65	Lab ice maker
103557	AMAZON CAPITAL SERVICES	1H64-31KK-1YR6	73758	43.98	Wireless keyboard & monitor stand
103557	AMAZON CAPITAL SERVICES	1M7R-DRV3-31CP	73758	65.94	PUZZLE CONTEST
103557	AMAZON CAPITAL SERVICES	199D-W7R7-CC3M	73758	42.49	USB-C splitter
103557	AMAZON CAPITAL SERVICES	1HYN-WWPW-3JTX	73758	132.82	iPhone cases & adapters
103557	AMAZON CAPITAL SERVICES	1TGH-JNR3-GFNL	73758	(59.00)	RETURN PUZZLES
103557	AMAZON CAPITAL SERVICES	1KKN-XKVV-3QC7	73758	446.66	Printer, Power Cables for Squad 11, phone cables
103557	AMAZON CAPITAL SERVICES	1DD7-6D4G-CPD6	73758	116.51	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	1QDC-NGLP-G9X7	73758	163.20	Popcorn Oil
103557	AMAZON CAPITAL SERVICES	1MPM-DRJK-7K3T	73758	59.46	Concessions
103557	AMAZON CAPITAL SERVICES	1QM9-RN7Q-FGGW	73759	15.99	Charger
103557	AMAZON CAPITAL SERVICES	1VK9-H7YT-C31N	73759	31.96	Replacement Cables with Battery Clamps
103557	AMAZON CAPITAL SERVICES	1RRR-4Q4K-9TXF	73759	24.94	iPhone case for A. Gambrel
103557	AMAZON CAPITAL SERVICES	1DLQ-JJ7L-H9GV	73759	5.99	USB Cable for Squad
103166	AMEM	2025321-176	73760	200.00	2025 Dues
100057	AMERICAN WELDING & GAS INC	0010638522	73761	84.85	Welding gas
102954	ANDERSON LAW OFFICES	2645	73762	23,195.44	Professional Services - January 2025
103852	APPLE, INC.	MB53226861	73763	29.95	USB-C to ethernet adapter
103946	ARVIG	STMT/01-25	73764	3,850.00	Leased fiber - Feb
100075	AT&T MOBILITY	87296610156X02032025	73765	2,471.54	FirstNet Dec/Jan
103610	AUSTIN INCORPORATED	58306	73766	120.00	septic pumping
103610	AUSTIN INCORPORATED	59075	73766	120.00	2/10/25 Pumped 1 load
100131	AVENU INSIGHTS & ANALYTICS	INVB-059996	73767	2,160.32	AS400 hosting - Jan
104080	B&F Fastener Supply	80013954-00	73768	151.07	Safety Gear
104080	B&F Fastener Supply	80014004-00	73768	75.18	Hardware for Dugout project
103377	BENSON LAUNDRY	128367	73769	84.50	Floor Squeegee
103377	BENSON LAUNDRY	417753	73769	81.35	Cleaning Supplies
103377	BENSON LAUNDRY	417106	73769	81.35	Cleaning Supplies
103377	BENSON LAUNDRY	416469	73769	81.35	Cleaning Supplies
103377	BENSON LAUNDRY	415827	73769	81.35	Towel service
103377	BENSON LAUNDRY	413882	73769	81.35	Towel Service
101010	BOLTON & MENK INC	0354710	73770	5,554.50	Project No. 2503-A Prof. Services
101010	BOLTON & MENK INC	0354699	73770	7,917.00	TH 40 Drain Pipe Prof. Services
101010	BOLTON & MENK INC	0354692	73770	10,986.50	11-23 thru 12-31 Engineering Prof. Svcs
101010	BOLTON & MENK INC	0354700	73770	5,225.00	11-23 thru 12-31 City Engineer Prof. Svcs
101010	BOLTON & MENK INC	0354693	73770	88,335.00	2025-26 Feasibility Report
101010	BOLTON & MENK INC	0354695	73770	18,241.50	Project No. 2504-B Prof. Services
101010	BOLTON & MENK INC	0354704	73770	8,327.50	Project No. 2301-A Prof. Services
101010	BOLTON & MENK INC	0354711	73770	7,533.50	Project No. 2503-B Prof. Services
101010	BOLTON & MENK INC	0354707	73770	20,326.00	Outdoor covered rink Prof. Services
101010	BOLTON & MENK INC	0354703	73770	36,381.00	Fiber Network Prof. Services
101010	BOLTON & MENK INC	0354713	73770	12,476.50	TH 40 Turn Lanes Prof. Services
101010	BOLTON & MENK INC	0354684	73770	49,889.34	Project No. 2401-B Prof. Services
101010	BOLTON & MENK INC	0354702	73770	10,594.00	ELLS 7, 8 & 9 Prof. Services

Vendor Payment Listing

January 30, 2025 thru February 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
101010	BOLTON & MENK INC	0354682	73770	21,448.06	Invoice #8 SS4A
101010	BOLTON & MENK INC	0355672	73770	10,750.00	Willmar/Runway 13/31 Lighting System
101010	BOLTON & MENK INC	0354701	73771	4,107.00	Project No. 2504-A Prof. Services
101010	BOLTON & MENK INC	0354708	73771	5,001.50	Overflow & Stormwater Reuse Grant Prof. Svcs
101010	BOLTON & MENK INC	0354712	73771	1,598.00	Project No. 2503-C Prof. Services
101010	BOLTON & MENK INC	0354709	73771	653.00	Project No. 2403-A Prof. Services
101010	BOLTON & MENK INC	0354705	73771	784.00	TH 12 Lift Station Prof. Services
101010	BOLTON & MENK INC	0354697	73771	2,991.50	Project No. 2301-C Prof. Services
101010	BOLTON & MENK INC	0354688	73771	2,273.00	Trott Ave Regional Stormwater Pond Prof. Services
101010	BOLTON & MENK INC	0354685	73771	3,712.00	Project No. 2404-B Prof. Services
101010	BOLTON & MENK INC	0354686	73771	1,276.00	1st St NE & Bus 71 Prof. Services
101010	BOLTON & MENK INC	0354706	73771	1,364.50	LifeLink III Willmar Hangar
101980	BSE	929373141	73772	226.80	Lights
103993	Calibrations and Controls, Inc.	INV-21394	73773	135.00	Troubleshoot D.O. meter
103993	Calibrations and Controls, Inc.	INV-21387	73773	4,297.00	2nd half RWW flowmeter
103993	Calibrations and Controls, Inc.	INV-21386	73773	2,840.00	Calibrate 8 flowmeters
102336	CANON FINANCIAL SERVICES INC	38386439	73774	127.77	291358-2
102336	CANON FINANCIAL SERVICES INC	38387524	73774	140.23	291358-1
102336	CANON FINANCIAL SERVICES INC	38387897	73774	134.15	291358-3
103178	CENTRAL COMMUNITY TRANSIT	25-12602	73775	20,500.00	Other Local Share 2025
104030	Chad Campbell	021225	73776	585.00	Basketball Official (13 Games)
100154	CHAMBERLAIN OIL CO	500249-00	73777	1,214.65	Engine Oil
100156	CHAPPELL CENTRAL INC	SVC-121911	73778	198.00	Heating Unit
100156	CHAPPELL CENTRAL INC	SVC-121895	73778	134.72	heater repair
100156	CHAPPELL CENTRAL INC	SVC-122102	73778	306.83	Women's restroom toilet repair
100156	CHAPPELL CENTRAL INC	SVC-121890	73778	297.00	Plant MAU repair
100156	CHAPPELL CENTRAL INC	SVC-121888	73778	594.00	Plant HVAC repair
100736	CHARTER COMMUNICATIONS	224360801020125	73779	552.92	Feb Phone/Rice Park Internet
103708	CITY LINE TOWING	25-07171	73780	195.00	Tow for Case# 25001137
104245	Clarion/FDIC 2025	36493	73781	2,576.00	FDIC training
102984	CODE 4 SERVICES INC	10290-3	73782	1,836.92	FY2025 Squad laptops & docks
103744	COLE PAPERS INC.	10535888	73783	291.35	Silverwear for breakroom
104070	Column Software PBC	A85BD339-0017	73784	334.18	Project No. 2501-A Ad for Bids
104070	Column Software PBC	A85BD339-0018	73784	300.96	Project No. 2508 Ad for Bids
104070	Column Software PBC	B15E1683-0069	73784	70.53	PDS-CUP-21-10 Planning Commission Notice
104070	Column Software PBC	B15E1683-0070	73784	60.60	PDS-CUP-25-01 Planning Commission Notice
104070	Column Software PBC	B15E1683-0071	73784	68.82	PDS-BZA-24-04 Zoning Notice
104070	Column Software PBC	A85BD339-0019	73784	337.60	Project No. 2503-B Ad for Bids
104070	Column Software PBC	A85BD339-0020	73784	297.54	Project No. 2505-B Ad for Bids
104128	Community Connectors Services	7	73785	1,000.00	Somali Culture Event and Presentation 3/1/25
100186	CROW CHEMICAL & LIGHTING	129232	73786	63.30	Spillifer wipes
104247	Dan Groothuis	021225	73787	849.60	Reimbursement for Row 3
100212	DOOLEY'S PETROLEUM INC	673548	73788	21,791.90	Unleaded and diesel fuel
100212	DOOLEY'S PETROLEUM INC	69471	73788	398.12	Propane Guri Shelter
100212	DOOLEY'S PETROLEUM INC	69479	73788	511.55	Propane Four Seasons Shelter
100212	DOOLEY'S PETROLEUM INC	86147	73788	530.86	Plant gas
104183	DSC Communications	2501153	73789	81.00	Squad 37 Parts for Mic
100231	ED'S SERVICE CENTER & SALES	149008	73790	295.00	Tow to City Impound ICR 25001230
103906	ELECTRICAL PRODUCTION SERVICES	23122	73791	4,402.87	CvC & RI Security Cameras Cabling & Installation
101567	ETTERMAN ENTERPRISES	365930	73792	120.55	Shop supplies
102443	EXCEL OVERHEAD DOOR	44140	73793	5,780.00	Collection plant garage door openers
100810	FERGUSON ENTERPRISES INC	1252431	73794	3,058.69	Eyewash station parts
100775	FIRST CHOICE FOOD & BEVERAGE	2107-036280	73795	1,428.20	Concessions
101449	FLAHERTY & HOOD P.A.	22519	73796	14,792.94	Gen. Municiple, litigation, real estate, zoning
101449	FLAHERTY & HOOD P.A.	22610	73796	522.50	Labor & Employment Consult 2024-2025
102269	FORUM COMMUNICATIONS COMPANY	I2025.00036515	73797	350.00	MLK Event Ads
100288	GALLS LLC	030118211	73798	90.79	Explorer Shirts
100288	GALLS LLC	030212675	73798	57.94	(1) mens tru-spec pant 32/32
100288	GALLS LLC	030263038	73798	57.96	(1) mens tru spec pant 36/32
100293	GENERAL MAILING SERVICES	72449	73799	616.17	postage 01/20-01/24/25

Vendor Payment Listing

January 30, 2025 thru February 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100293	GENERAL MAILING SERVICES	72595	73799	83.99	USPS postage
100786	GRAINGER INC	9380674995	73800	93.12	HVAC filters
100786	GRAINGER INC	9372607961	73800	110.46	Plate Casters
103527	GREELEY/WES	021025	73801	750.16	Class C WW class & test
103042	HANNEMAN/BENJAMIN J	020625	73802	218.00	Meal Reimbursement at Training
101486	HANSON/FRANK	013025	73803	134.00	employee dinner reimbursement
103765	HARRY'S FROZEN FOOD	76910	73804	364.00	Concessions
103035	HATZINGER/MATTHEW J	021025	73805	892.96	WW refresher & test
100324	HAUG IMPLEMENT CO - JOHN DEERE	511609	73806	133.07	Grease Gun and Grese
100325	HAWKINS INC	6973603	73807	11,861.99	Ind. ferric
103874	HENRY SCHEIN, INC	31251411	73808	59.69	Sterile dressing, eye & skin wash, burn sheet
100333	HILLYARD\HUTCHINSON	605732695	73809	4,183.32	Floor Machine and Floor Finisher
102486	IN CONTROL INC	S-INV02304	73810	518.70	SCADA loadout issue
102486	IN CONTROL INC	S-INV02305	73810	1,274.00	WIN 911 problems
103023	INNOVATIVE OFFICE SOLUTIONS	IN4756205	73811	51.46	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4753956	73811	30.00	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4763309	73811	65.50	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4763553	73811	50.16	Office Supplies
103355	JOHANNECK WTR CONDITIONING INC	130607	73812	39.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	130362	73812	18.00	Water
103355	JOHANNECK WTR CONDITIONING INC	130801	73812	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	130804	73812	25.00	Water
103355	JOHANNECK WTR CONDITIONING INC	131064	73812	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-085	73812	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	131342	73812	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	131339	73812	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-186	73812	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-198	73812	2.00	Cooler rent
5	Jon Rambow	021225	73813	585.00	Basketball Official (13 Games)
100867	KANDI STEEL AND FAB	7090	73814	50.82	Steel Tube
100376	KANDIYOHI CO AUDITOR	532078	73815	28.72	Garbage
100376	KANDIYOHI CO AUDITOR	532540	73815	200.00	Tires
100376	KANDIYOHI CO AUDITOR	020625	73815	140,708.31	2024 Law Enforcement Agreement
100382	KANDIYOHI CO RECORDER'S OFFICE	704866	73816	46.00	Conditional Use Permit Recorded Doc. 704866
101507	KANDIYOHI CO SHERIFF'S DEPT	2025-16	73817	1,851.00	CellHawk Subscription Shared with Kandi County SO
103138	KING'S ELECTRIC LLC	3236	73818	332.80	New LED light fixture install
103399	KVEENE/CHRIS	01312025	73819	548.84	C. Kveene KB4 conference hotel stay
100412	LEAGUE OF MN CITIES	418928	73820	21,073.00	2025 Membership Dues
101189	LEAGUE OF MN CITIES INS TRUST	40000465-02/2025	73821	117,848.00	Worker's Compensation Coverage Premium
100928	LITTLE FALLS MACHINE INC	372907	73822	670.64	Sander Bracket Assembly
102593	LOFFLER COMPANIES	4932496	73823	41.34	CvC Office & PD Sergeants prints
102593	LOFFLER COMPANIES	4939337	73823	397.67	CH Finance & PD Mailroom prints
103626	LUNGSTROM/SAMUEL	021125	73824	1,028.61	Class C WW class & test
100427	MACQUEEN EQUIPMENT INC	P62377	73825	1,822.97	Trackless Drive shaft
101121	MAGNUSON SHEET METAL INC	149391	73826	169.60	Pressure Switch
101838	MARCO TECHNOLOGIES LLC	547763987	73827	216.51	500-0623211-000
101838	MARCO TECHNOLOGIES LLC	547763631	73827	162.28	500-0611665-000
100446	MCMMASTER-CARR SUPPLY CO	39875809	73828	79.50	Hose gasket's
100449	MENARDS	89672	73829	32.93	City Hall Coffee and Filters
100449	MENARDS	88216	73829	35.92	Simple green cleaner
100449	MENARDS	89714	73829	71.09	Welcome to Willmar sign light
100449	MENARDS	89644	73829	38.91	Graffiti remover
100449	MENARDS	89717	73829	63.64	Welcome to Willmar sign parts
100449	MENARDS	89746	73829	33.93	Caulk gun, Caulk
100449	MENARDS	89748	73829	64.89	Shop supplies
100449	MENARDS	89862	73829	5.18	FACUET ADAPTOR
100449	MENARDS	89857	73829	157.70	Plumbing supplies for eye wash station
100449	MENARDS	89849	73829	717.65	Water heater, plumbing supplies for eyewash sta.
100449	MENARDS	89903	73829	49.57	GBT repair
103230	MIDWEST MECHANICAL SOLUTIONS	P26393-1	73830	267.99	Town boiler repair

Vendor Payment Listing

January 30, 2025 thru February 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102699	MIKE'S SMALL ENGINE CENTER	32195	73831	47.99	Manifold
101805	MINI BIFF LLC	11141	73832	122.40	Mini Biff Robbins Island
100522	MN DEPT OF LABOR & INDUSTRY	020525	73833	407.03	January 2025 State Surcharge report
101341	MN DNR WATERS	020325	73834	140.00	Biosolids underdrain MPARS
100499	MN ELEVATOR INC	1112886	73835	194.78	Feb-Mar Elevator Service
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/12-24	73836	660.00	Shelter Cleaning Dec 2024
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/11-24	73836	1,140.00	Shelter Cleaning Nov 2024
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/10-24	73836	1,110.00	Shelter Cleaning Oct
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/01-25	73836	600.00	Shelter Cleaning
104024	MRPA	020525	73837	620.00	MRPA Membership Rob and Anita
100541	MUNICIPAL UTILITIES	STMT/01-25	73838	41,546.53	Municipal Utilities - Jan 2025
100544	MVTL LABORATORIES INC	1291272	73839	57.00	Lab test
100544	MVTL LABORATORIES INC	1292237	73839	57.00	Lab test
100249	NAPA CENTRAL MN	936658	73840	57.22	DC Inverter for Squad 15
100249	NAPA CENTRAL MN	936803	73840	57.22	Power Inverter for Squad 11
100249	NAPA CENTRAL MN	936868	73840	74.02	Inverter for Squad 15
104110	NBS/WahITek	IN110064	73841	496.00	Philips SpeechMike for Officer Hay
103799	NCBERS GROUP LIFE INS.	841200022025	73842	96.00	February payroll deductions
102547	CARRANZA/NOE	233	73843	150.00	Interpreting Services for Officer Smeby
102547	CARRANZA/NOE	235	73843	150.00	Interpreting Services for ICR 25001137
102547	CARRANZA/NOE	236	73843	150.00	Interpreting Services for Officer Maschino
104207	Office Of MNIT Services	DV25010446	73844	257.72	LOGIS Internet transport Jan
100604	PERKINS LUMBER CO INC	2501-272261	73845	139.78	Lumber
100604	PERKINS LUMBER CO INC	2501-272635	73845	25.98	Caulk gun
100604	PERKINS LUMBER CO INC	2501-272097	73845	30.54	Lumber
100604	PERKINS LUMBER CO INC	2501-271888	73845	54.57	Wood for barricades
100604	PERKINS LUMBER CO INC	2501-270483	73845	8.58	2x4 Lumber
100374	PREMIUM WATERS INC	330641232	73846	70.93	water
100374	PREMIUM WATERS INC	330643132	73846	10.99	WATER
100374	PREMIUM WATERS INC	330639425	73846	182.86	Drinking water
101418	RUNNING'S SUPPLY INC	6346225	73847	43.96	1 1/2" fitting for brine tank
101418	RUNNING'S SUPPLY INC	6344106	73847	39.92	Wash down hose fittings
101418	RUNNING'S SUPPLY INC	6346569	73847	399.93	Thermal Shelter
101418	RUNNING'S SUPPLY INC	6348215	73847	99.94	Shop Supplies
101418	RUNNING'S SUPPLY INC	6355370	73847	24.99	Ice Melt
101418	RUNNING'S SUPPLY INC	6358283	73847	45.98	Fine screen hooks
101418	RUNNING'S SUPPLY INC	6359311	73847	1.59	Key for the Impound Lot
102941	SAFE ASSURE CONSULTANTS INC	3693	73848	9,491.38	2025 SafeAssure Contract
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/12-2024	73849	18,722.88	Unleaded and Diesel Fuel
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/01-25	73849	16,616.71	Unleaded and Diesel Fuel
100690	SHERWIN WILLIAMS CO	3159-4	73850	750.95	paint for picnic tables
100690	SHERWIN WILLIAMS CO	3689-0	73850	73.77	Paint
100275	SHI CORP	B19330059	73851	154.94	Replacement forensics computer warranty
103218	SIETSEMA/SARA	020524	73852	189.00	Mileage Reimbursement
103218	SIETSEMA/SARA	020725	73852	840.42	WEF Young Professionals Summit
103699	SILVA/AMBER	STMT/01-25	73853	595.11	wellness program January 2025
103098	SIMON/CHRIS	114171	73854	400.00	Safety glasses reimbursement
103256	STEINBEISSER AUTO REPAIR LLC	20443	73855	19.95	Propane
100188	STERLING WATER-MINNESOTA LLC	315X04135009	73856	19.45	Water softener rental
100161	SYSCO WESTERN MINNESOTA	253818378	73857	948.11	Concession Supplies
103801	TECH CHECK,LLC	7329C	73858	26,232.78	Civic Center & Robbins Island Security Cameras
103801	TECH CHECK,LLC	7393C	73858	16,337.35	Additional security camera NVR
102583	TORKELSON'S LOCK SERVICE	25-048	73859	592.00	Repair to several plant and LS locks
102583	TORKELSON'S LOCK SERVICE	25-067	73859	199.00	Keys and Locks
101471	TRAFFIC CONTROL CORPORATION	156446	73860	11,090.00	Traffic Signal Controllers
102915	VERIZON WIRELESS	6105590295	73861	2,328.85	Verizon Feb/Mar
104246	Verizon Wireless Services, LLC	9022379570-c	73862	100.00	Search Warrant for ICR 23013897 (corrected vendor)
104083	Vestis	2560337677	73863	84.02	Mechanic uniform rental
104083	Vestis	2560337692	73863	13.56	Maintenance man uniform
104083	Vestis	2560339997	73863	65.98	Mechanics uniform rental

Vendor Payment Listing

January 30, 2025 thru February 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104083	Vestis	2560340012	73863	13.56	Maintenance uniform
104083	Vestis	2560342280	73863	76.02	Mechanics uniform rental
104083	Vestis	2560342284	73863	13.56	Maintenance uniform
104083	Vestis	2560344710	73863	65.98	Mechanics uniform rental
104083	Vestis	MSP2-13271	73863	139.62	First aid kid supplies
104083	Vestis	2560344712	73863	13.56	Maintenance uniform
100777	VIKING COCA-COLA BOTTLING CO	3563126	73864	329.00	pop
100777	VIKING COCA-COLA BOTTLING CO	3559609	73864	1,628.15	Concessions
102906	VULCAN INDUSTRIES INC	25044-18850	73865	2,682.00	Chain tensioners for fine screens
102868	WALT'S	2294	73866	20.00	Fuel #187740
102868	WALT'S	013125	73866	3,590.00	Car Wash plan for WPD Squads
100805	WEST CENTRAL SANITATION	13351478	73867	69.78	City Hall recycling
100808	WEST CENTRAL TROPHIES	9877	73868	35.00	Bench Plate- Freeman
100808	WEST CENTRAL TROPHIES	9876	73868	130.00	Volleyball Plaques
104032	Willmar Area League of Women Voters	020325	73869	6,000.00	Healthy Earth Healthy Kids 2025 Event
104164	Z&M Enterprise, LLC	1250	73870	492.62	Shipping
104164	Z&M Enterprise, LLC	1247	73870	13,850.00	U.V. parts
Total				966,107.39	

Vendor Payment Listing
January 30, 2025 thru February 12, 2025



VENDOR		NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100467	CENTERPOINT ENERGY		STMT/01-25	575	29,401.98	NATURAL GAS - JANUARY
				Total	29,401.98	



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	6.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Directors Report		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Community Growth Report February 2025
2. Finance General 1.31.25
3. Park & Rec Directors Report February 2025
4. PD Monthly Council Stat Sheet January 2025
5. Public Works Director Report - February 2025



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

Pablo's Report

As an immigrant to this country, and a resident in the state of Minnesota for forty years, I am saddened and extremely worried about the immigration policies being implemented by the current administration in Washington. In the City of Willmar, we work for the betterment of residents in our city, regardless of immigration status. The policies, events, and programs that we host and organize and the conversations we convene impact on all members of our community, including those of us who were born in other countries. Our Community Growth efforts embrace the long-standing tradition of welcoming and integrating everyone into the social and economic fabric of our city, state, and nation. I often think that as a U.S. citizen I will be spared from these detentions. But that is not the case anymore. I fear these random arrests, confusion, or just an escalation of detentions so that ICE can meet their daily quotas. Just in case, I am carrying with me my Global Entry Card, showing that I have a U.S. passport. *Just in case*, but none of us should have to live in fear because of who we are.

Several community members have gathered to continue to support all members of our immigrant and refugee community. Please do let me know if you have any questions.

2025 Willmar Martin Luther King Jr. Day Dinner

Thank you for joining us at the MLK event. It was a cold night, and your presence was inspiring and heartwarming. It was wonderful to see 115 community members. We are building belonging and community together! I appreciate you taking the time to celebrate Dr. King's legacy with us. I hope you were inspired by the great music, the participation of the students from the WHS, and the presentation from Professor Debra Leigh. Congratulations to WHS Principal, Paul Schmitz on receiving the 2025 Humanitarian Award! A special thanks to City of Willmar Mayor Doug Reese for bringing an inspiring greeting to all. I hope you enjoyed the event and found it inspiring. We appreciate your support. Finally, I hope to see you at the next Willmar 2026 MLK Event on Monday, January 19, 2026!

Willmar Human Rights Commission

We held our first meeting of the year; the commission is working on setting its vision for this year and find more opportunities for community engagement and create awareness of the role of the WHRC.

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

Sincerely,

Pablo



**City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended January 31, 2025**

	<u>2024 Actual</u>	<u>2025 Annual Budget</u>	<u>2025 Year-To-Date</u>	<u>% of 2025 Budget</u>
<u>Revenues</u>				
General Property Taxes	\$ 8,996,852.94	\$ 10,360,932.00	\$ 74,497.74	0.72%
Licenses and Permits	610,247.16	507,500.00	13,111.34	2.58%
Intergovernmental	7,092,235.01	6,977,458.00	-	0.00%
Service Charges	1,158,451.71	957,500.00	103,977.25	10.86%
Fines and Forfeits	105,117.73	100,000.00	2,880.00	2.88%
Special Assessments	2,180.90	-	131.05	
Miscellaneous Revenue	652,602.89	325,000.00	3,846.51	1.18%
Other Financing Sources	3,671,478.04	2,876,308.00	33,387.52	1.16%
Total Revenues	\$ 22,289,166.38	* \$ 22,104,698.00	\$ 231,831.41	1.05%
<u>Expenditures</u>				
City Administrator	\$ 939,411.53	\$ 780,505.00	\$ 97,744.05	12.52%
Mayor and Council	440,431.77	414,150.00	87,745.00	21.19%
City Hall	747,123.72	911,856.00	14,611.56	1.60%
City Clerk	217,034.80	244,293.00	16,779.34	6.87%
Elections	137,406.13	23,400.00	-	0.00%
Finance Department	498,178.32	558,492.00	39,814.04	7.13%
Planning/Development Services	1,167,838.53	1,044,184.00	66,279.47	6.35%
Legal	252,086.24	-	23,195.44	*
Information Technology	792,992.99	971,158.00	292,586.56	30.13%
Human Resources	215,706.34	239,369.00	20,350.76	8.50%
Cultural Diversity	177,583.26	195,654.00	14,098.88	7.21%
Sub-Total General Gov't.	5,585,793.63	5,383,061.00	673,205.10	12.51%
Police Department	6,488,329.69	7,003,653.00	657,022.98	9.38%
Fire Protection	1,019,187.37	1,297,884.00	82,006.77	6.32%
Sub-Total Public Safety	7,507,517.06	8,301,537.00	739,029.75	8.90%
Public Works	3,942,173.13	4,351,778.00	348,797.95	8.02%
Engineering	557,559.11	404,000.00	296,444.37	73.38%
Transit System	20,500.00	21,000.00	-	0.00%
Storm Water	134,139.05	88,000.00	10,531.50	11.97%
Sub-Total Streets/Highways	4,654,371.29	4,864,778.00	655,773.82	13.48%
WRAC	129,799.82	149,980.00	10,019.87	6.68%
Library	473,018.00	573,018.00	-	0.00%
Auditorium	38,856.37	71,268.00	1,008.68	1.42%
Parks & Recreation	1,044,700.66	1,133,022.00	59,772.48	5.28%
Civic Center	1,021,269.19	1,055,942.00	76,329.67	7.23%
Recreation/Event Center	10,056.23	10,000.00	552.90	5.53%
Community Center	322,308.89	289,065.00	23,808.10	8.24%
Aquatic Center	230,459.01	273,027.00	2,287.08	0.84%
Sub-Total Culture/Recreation	3,270,468.17	3,555,322.00	173,778.78	4.89%
Total Expenditures	\$ 21,018,150.15	\$ 22,104,698.00	\$ 2,241,787.45	10.14%

* Indicates Over Budget



February 2025

Youth and Adult Programming:

Youth Rec

- Little Cardinal athletes- 38 kids
- February Volleyball Camp- 11 kids
- February Gymnastics- 73 kids
- Rec Hockey- 77 kids
- Learn to Skate- 32 kids
- Little Cardinal Hoopsters- 25 Kids
- We will be taking over leading the West Central Baseball League with 10 other communities
- We are also starting an in-house rec softball league with several other communities. Willmar and New London will take the lead on this.
- A new 6th-grade spring program will be offered this year. We are working closely with Coach Tupa to expand softball opportunities.

Pickleball

- 138 Current memberships
- Trying a new program, DUPR score play in February and March. Players will be able to get their official skill rating to use for future match ups, leagues, and tournaments.
- Learn to Play pickleball course offered

Summer Planning

- Scheduling summer rec programs
- Have been getting group requests for the DOAC
- Will be advertising hiring for summer rec and DOAC in March

Adult Basketball

- The season is running smoothly. Playoffs start in a couple of weeks.
- 7 Teams

Adult Volleyball

- Playoffs for women started last week.
- Playoffs for Coed started this week. We had enough teams to play in the Civic Center and the Auditorium.
- 16 Coed teams, 9 Women teams
- Spring seasons for Coed and Men start in March

Intramural Basketball

- We are past the midway point of the season.
- 46 Participants on five teams

Adult Hockey

- Playoffs start next week.
- Only one incident so far this season that required suspension.
- 115 participants on 7 teams

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



Adult Softball

- Registration is open, the season starts in Mid-May

Community Center:

- The Little Steps program and SAHM groups are doing great
- Puzzle contests have been fun and very popular
- Dog days of winter are also another hit
- Adaptive crafting program, a new winter addition, and going well.
- Winter events are taking shape.
- Charter Spectrum Technology donation of \$2500 awarded.
- Heater repaired and eyewash station installed

Facilities:

- Diamond Edge Figure Skating Show Feb 22-23
- Pee Wee B Region Tournament Feb 28-Mar 1
- AWF Pro Wrestling March 8th
- Arnolds Farm Show March 23rd- 28th
- Spring Show April 1st-5th
- Ordering supplies and daily deposits
- HS and Warhawk games- High School season is about over, Warhawks will be done mid-March
- Ice out on the Cardinal Arena side in mid-March
- Getting quotes for new flooring in the concession area
- Scheduling HS Baseball and Softball Games
- Scheduling Ridgewater Baseball Games
- Staff scheduling and training
- Sending out invoices for ice rentals and dry floor events
- Scheduling programs for Spring and Summer
- Booking new events for Events/Rec Center

Other items:

- Finalizing information for the outdoor covered rink to bring to council
- Finalizing the bids for the DNR fishing platforms
- Finalizing plans for the DNR trailhead project- Estimated arrival is May 2025
- Finalizing the fence order for the Swansson Field Dugout project
- Finalizing the agreement with WPS on hosting Cardinal Place over the summer at the Civic Center
- Receiving quotes for the east wall and door replacement for the Civic Center
- Collaborating with the Willmar Rotary on the Amphitheater project
- Working with Willmar Bikes group on the Master Trail and Ped Plan

Willmar Police Department

Monthly Calls for Service Statistics

Title	January 2024	January 2025
911 Hang Up	11	10
Abandoned Vehicles	101	73
Agency Assist	63	43
Alarm	49	21
Alcohol Offense	2	9
Animal	30	23
Assault	9	6
Burglary	3	3
Child Custody Dispute	15	5
Crash	56	50
Criminal Damage To Property	11	8
Disorderly	21	19
Domestic	32	44
Drugs	11	9
Family Service	92	81
Fight	3	5
Fraud	18	21
Gun Permits	21	21
Harassment	20	26
Information	16	11
Weapons complaint	0	4
Lost And Found	36	26
Mental Issues	47	61
Missing Person	19	13
Motorists Assist	20	21
Neighborhood Disturbance	14	8
Public Assist	108	61
School Related Incidents	31	12
Sex Crimes	1	3
Sudden Death/Bodies Found	4	4
Suicidal Person	7	6
Suspicious	51	45
Theft	24	34
Traffic Complaint	38	35
Traffic Stop	194	207
Trespass	4	15
Warrant Service	14	14

Current Month CFS:

1073

YTD Calls for Service:

1,073

2024 Month CFS:

1213

(Some minimal CFS
categories not shown)



Wastewater Updates from Superintendent Jason Lindahl

- Daily duties for plant operations.
- Daily sampling and testing for BOD's, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- Lab recalculated MDL's for ammonia and phosphorus.
- Started the WP - 360 study.
- Calibrations and Controls calibrated flowmeters at the plant.
- Electric Pump serviced JOTS 2 and MinnWest lift stations.
- In-Control was on site to perform PM on PLC and SCADA.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Monthly generator runs at multiple lift stations and the plant.
- Sara completed quarterly stockpile inspections for MS4 program.
- Submitted annual Tier II Hazardous Waste Inventory report
- Reviewed quarterly monitoring reports and sampling data for permitted hauled waste sources
- Reviewed annual biosolids sampling data for trends and impacts from hauled waste sources
- Attended Type IV biosolids refresher training
- Attended Central MN Water Education Alliance meeting
- Completed annual review of MS4 program
- Attended MN Erosion Control Association conference
- Submitted annual DNR Water Use Report
- Posted weekly educational messages on stormwater and wastewater topics.



Public Works Updates from Superintendent Kyle Radunz

Streets

- **Sign Work:** Repair signs as needed

- **Snow Removal:** Plowed and treated roads between Jan 11-13
- **Traffic Signals:** Repaired various issues at multiple intersections
- **Street Sweeping:** 2 days of sweeping, removed 80yds of sand/debris

Parks

- **Tree Trimming:** Throughout all parks
- **Outdoor Rinks:** Flooded rinks at Garfield & Hilltop, maintained ice & hockey nets
- **Baseball:** Dugout construction at North Swansson (weather permitting)

Sewers

- **Stormwater:** Cleared ice as needed
- **Sanitary:** Flushed as necessary
- **MS4 Inspections:** Ongoing outfall inspections

Boulevards

- **Tree Removal:** 89 trees removed
- **Branch Removal:** Removed fallen and broken branches
- **Tree Trimming:** Winter trimming continues

Miscellaneous

- **Monthly Inspections:** Fire extinguishers, harnesses, ladders, eyewash stations, hoists, cranes, AEDs, etc.
- **Brush Site:** Maintained compost/brush piles, burned as needed
- **Mechanic Work:** Continued maintenance on vehicles/equipment across departments
- **Picnic Tables:** Repaired and painted tables
- **Thin Ice Signs:** Maintained signs on Willmar & Foot Lake
- **Aerators:** Inspected weekly, systems turned on
- **Training:** 5 operators attended Smart Salt class to reduce salt use



Street Projects

Plans and specifications for street projects are continuing to be brought forward to the council for final approval and bid letting. Most of the bids will be opened in late February or early March and will be brought to the council for award shortly after. Stormwater and wastewater projects are also being developed for future improvements.

Regarding the proposed off-street trail on Lakeland Drive, the staff has applied for two separate grants in hopes of receiving state dollars to use for this project. On February 7th, we gave a presentation to the folks from MNDOT to provide an overview of this project and answer any specific questions. We will hopefully hear if these applications are successful in the coming weeks.

Along with the new 2025 construction, finishing work on the 2024 projects will be completed later this year. This work includes 10th St NW and the 13th St, Grace Ave, and Rice Ave project areas.

Construction updates and project contacts can be found at willmarconstruction.com.

City Hall/Auditorium

General maintenance and cleaning duties are being performed daily. Floor scrubbing and plumbing work have recently been completed as well.

As always, thank you for the opportunity to be part of the incredible team we have here at the City of Willmar.

Respectfully

A handwritten signature in cursive script, reading 'Justin DeLeeuw'.

Justin DeLeeuw – Public Works Director



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	6.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Robin Raasch, Administrative Assistant
Ordinance:	No	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Monthly Building Permit Report for January 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. January 2025 External Report

Issued Dates: 1/1/2025 to 1/31/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 2/4/2025
 Page: 1

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI033985	1/1/2025	703 3rd St SE	95-770-0010 Block 1 Sundt's Addition	Addition Residential Add/Alter	Enclose existing front porch	\$500.00	\$1.00
WI034324	1/1/2025	601 23rd St SE	95-668-0940 Lot 4, Block 5 Pheasant Run	Reroofing Residential Add/Alter	Residential Reroof	\$4,638.00	\$32.32
WI034448	1/1/2025	515 4th St SE	95-740-1410 Block 9 Spicer's Addition	Single Family Alt/Remodel	Add bathroom to basement	\$500.00	\$1.00
WI034460	1/1/2025	2301 6th Ave SE	95-668-1110 Lot 1, Block 6 Pheasant Run	Deck Residential Add/Alter	Residential Deck	\$13,275.00	\$218.89
WI034463	1/1/2025	1424 Gorton Ave NW	95-033-0010 Lot 1, Block 1 Arfstrom's Addition	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$36.00
WI034469	1/1/2025	411 Becker Ave SW	95-003-6110 Block 50 Willmar, Town Of (Original)	Alteration Churches/Schools	Interior Remodel	\$50,000.00	\$25.00
WI034493	1/2/2025	209 Willmar Ave SE	95-914-1600	Fire Sprinkler/Fire Alarm Churches/Schools	Willmar Middle School Gym Addition	\$6,000.00	\$143.31
WI034494	1/2/2025	1817 Olena Ave SE	95-176-0410 Lot 2, Block 4 Emerald Pond	Single Family New	Install Gas line	\$715.00	\$26.00
WI034495	1/3/2025	2536 7th Ave SE	95-668-5000 Lot 11, Block 1 Pheasant Run	Single Family Replace	Gas Furnace & A/C Replacement	\$12,000.00	\$56.00
WI034496	1/3/2025	1243 Quincy Ave SW	95-690-1010 Lot 1, Block 6 Ramblewood Addition	Single Family Replace	Gas Furnace Replacement	\$4,422.00	\$31.00
WI034497	1/8/2025	1101 24th St NW	95-755-0010 Lot 1, Block 1 Suite Livn Addition	Drainage system Commercial Add/Alter	New water proofer and drainage system	\$70,000.00	\$734.75
WI034498	1/8/2025	1605 9th St SE	95-671-0430 Lot 13, Block 3 Pleasant View Second Addition	Alteration Residential Add/Alter	Kitchen remodel, interior remodel	\$20,000.00	\$297.25

Issued Dates: 1/1/2025 to 1/31/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 2/4/2025
 Page: 2

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034499	1/8/2025	515 9th St NW	95-820-0990 Block 5 Thorpe & Lien's Addition	Install Egress Window Residential Add/Alter	Egress Window	\$3,800.00	\$89.15
WI034500	1/8/2025	601 2nd St SE	95-740-2140 Lot 14, Block 13 Spicer's Addition	Single Family Replace	Water heater replacement	\$2,015.00	\$1.00
WI034501	1/9/2025	325 Lakeland Dr SE	95-913-0997	Alteration Commercial Add/Alter	Foundation repair from Vehicle Impact	\$34,663.00	\$457.08
WI034502	1/13/2025	213 Manila St NE	95-730-0760 Block 6 Sperry's Addition	Single Family Alt/Remodel	Bathroom remodel	\$3,500.00	\$71.00
WI034504	1/13/2025	1409 Hansen Drive SW	95-863-0520 Lot 2, Block 3 West Park 4th Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$11,390.00	\$56.00
WI034505	1/14/2025	1305 19th Ave SW	95-922-7610	Commercial/Ind Addition	25x66 addition	\$0.00	\$177.00
WI034506	1/17/2025	1413 1st St S	95-923-8615	Fire Sprinkler/Fire Alarm Commercial Add/Alter	Addition of Fire Alarm for Existing Space	\$5,000.00	\$167.09
WI034507	1/17/2025	1300 19th Ave SW	95-922-7580	Commercial/Ind Alt/Remodel	Remodel for STEM Lab	\$0.00	\$116.00
WI034509	1/21/2025	316 Monongalia Ave SW	95-006-1800 Block 69 First Addition To The Town Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$9,500.00	\$4.75
WI034510	1/22/2025	705 Olena Ave SE	95-662-0160 Lot 16, Block 1 Perkins 2nd Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$5,000.00	\$56.00
WI034511	1/22/2025	1123 6th St SW	95-090-2340 Lot 14 Booth's Addition To Willmar	Other Residential Add/Alter	Photovoltaic solar system	\$17,195.00	\$270.85
WI034512	1/23/2025	709 14th St SW	95-006-7870 Block 116 First Addition To The Town Of Willmar	Siding Residential Add/Alter	Residential Reside	\$21,000.00	\$60.50

Issued Dates: 1/1/2025 to 1/31/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 2/4/2025
 Page: 3

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034514	1/23/2025	710 14th St SW	95-070-0120 Lot 2 Bonham`s Subdivision	Alteration Residential Add/Alter	Interior Remodel	\$25,000.00	\$362.25
WI034515	1/27/2025	511 Lakeland Dr SE 515	95-913-1220	Commercial/Ind Replace	Water heater replacement	\$16,000.00	\$90.00
WI034516	1/27/2025	2323 1st St S	95-841-0010 Lot 1, Block 1 Water View Business Park(The)	Commercial/Ind Replace	replace 6 RTU	\$30,985.00	\$325.34
WI034517	1/27/2025	251 28th St SW	95-872-0110 Lot 1, Block 1 Willmar Industrial Park	Alteration Commercial Add/Alter	Remove and Replace 3 deteriorated Steel Columns	\$67,000.00	\$884.75
WI034518	1/28/2025	1410 5th St SE		Alteration Commercial Add/Alter	Convert Merchantile Space to F-1 Cabinet Shop	\$450,000.00	\$3,521.56
WI034521	1/31/2025	2704 8th St SW	95-684-0320 Lot 2, Block 3 Portland Acres	Single Family Replace	Gas Furnace & A/C Replacement	\$7,000.00	\$56.00

Count: 30	Totals:	\$903,098.00	\$8,368.84
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Year-to-Date Summary (1/1/2025 through 1/31/2025)

Count: 30	YTD Totals:	\$903,098.00	\$8,368.84
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City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	6.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	WMU Financial Report for December 2024		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 12.31.24 MUC

Income Statement Group Summary

For Fiscal: 2024 Period Ending: 12/31/2024

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	8,534,118.00	8,534,118.00	1,228,746.59	8,454,836.64	79,281.36
402 - Commercial/Industrial	20,121,625.00	20,121,625.00	2,673,191.97	19,865,006.45	256,618.55
404 - City Franchise Fee	2,959,470.00	2,959,470.00	415,573.50	2,828,265.49	131,204.51
405 - Transmission	2,882,972.00	2,882,972.00	165,946.60	2,225,679.83	657,292.17
419 - Interest	450,000.00	450,000.00	111,545.25	1,306,459.92	-856,459.92
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	-50,856.62	571,565.96	-571,565.96
499 - Miscellaneous Revenues	980,273.00	980,273.00	74,343.37	1,864,251.01	-883,978.01
Revenue Total:	35,928,458.00	35,928,458.00	4,618,490.66	37,116,065.30	-1,187,607.30
Expense					
500 - Production	284,100.00	284,100.00	3,801.67	194,531.77	89,568.23
555 - Purchased Power	17,600,135.00	17,600,135.00	1,312,193.58	16,424,428.49	1,175,706.51
560 - Transmission	4,399,271.00	4,399,271.00	283,093.79	3,978,382.15	420,888.85
580 - Distribution	2,148,626.00	2,148,626.00	146,072.90	1,967,778.93	180,847.07
900 - Customer Service	194,413.00	199,413.00	13,280.52	292,153.05	-92,740.05
906 - Energy Services/Marketing	159,665.00	159,665.00	5,912.53	62,204.34	97,460.66
920 - General & Administrative	2,730,082.00	2,730,082.00	72,512.04	2,405,050.99	325,031.01
997 - Cash Payment to City	2,136,842.00	2,136,842.00	163,625.37	2,136,842.00	0.00
998 - Depreciation	2,116,911.00	2,116,911.00	174,066.72	2,083,072.41	33,838.59
999 - Miscellaneous	5,000.00	0.00	3,472.41	175,929.92	-175,929.92
Expense Total:	31,775,045.00	31,775,045.00	2,178,031.53	29,720,374.05	2,054,670.95
Fund: 100 - Electric Surplus (Deficit):	4,153,413.00	4,153,413.00	2,440,459.13	7,395,691.25	-3,242,278.25
Fund: 200 - Water					
Revenue					
401 - Residential	2,718,924.00	2,718,924.00	344,555.78	2,737,086.86	-18,162.86
402 - Commercial/Industrial	2,909,760.00	2,909,760.00	411,323.76	3,084,402.33	-174,642.33
419 - Interest	50,000.00	50,000.00	11,012.06	126,328.14	-76,328.14
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	-5,650.74	45,505.78	-45,505.78
499 - Miscellaneous Revenues	77,600.00	77,600.00	35,262.44	139,814.28	-62,214.28
Revenue Total:	5,756,284.00	5,756,284.00	796,503.30	6,133,137.39	-376,853.39
Expense					
500 - Production	380,675.00	380,675.00	17,601.71	283,131.45	97,543.55
580 - Distribution	1,245,129.00	1,245,129.00	69,252.47	1,024,239.08	220,889.92
900 - Customer Service	115,179.00	115,179.00	12,442.49	154,484.85	-39,305.85
906 - Energy Services/Marketing	0.00	0.00	0.00	3,042.34	-3,042.34
920 - General & Administrative	904,503.00	904,503.00	30,744.79	837,271.60	67,231.40
928 - Facilities & Maintenance	0.00	0.00	29.86	773.90	-773.90
998 - Depreciation	1,608,656.00	1,608,656.00	33,259.92	400,094.39	1,208,561.61
Expense Total:	4,254,142.00	4,254,142.00	163,331.24	2,703,037.61	1,551,104.39
Fund: 200 - Water Surplus (Deficit):	1,502,142.00	1,502,142.00	633,172.06	3,430,099.78	-1,927,957.78
Total Surplus (Deficit):	5,655,555.00	5,655,555.00	3,073,631.19	10,825,791.03	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	YTD Budget	YTD Budget			Remaining
100 - Electric	4,153,413.00	4,153,413.00	2,440,459.13	7,395,691.25	-3,242,278.25
200 - Water	1,502,142.00	1,502,142.00	633,172.06	3,430,099.78	-1,927,957.78
Total Surplus (Deficit):	5,655,555.00	5,655,555.00	3,073,631.19	10,825,791.03	



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	10.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	State of the City Address: Mayor Reese		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Awarding Bid to Tradesmen Construction Inc. for Outdoor Covered Ice Rink		

RECOMMENDED ACTION:

To adopt a resolution by the City Council of the City of Willmar that the bid from Tradesmen Construction out of Alexandria, MN, for the Outdoor Covered Ice Rink/Pavilion 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 \$1,100,593.00.

OVERVIEW:

On May 6th, the council approved the reallocation of sales tax dollars. The reallocation of funds includes the Recreation Field Project, which is \$284,803.87, the Robbins Island Project, which is \$292,839.03, and the Swansson Field Project, which is \$34,428.60. The total amount of reallocated funds is \$612,071.50. The Events and Recreation Center currently has a balance of \$978,708.54. When funds are reallocated, the Events/ Recreation Center Budget will have a new balance of \$1,590,780.04.

On December 16th, 2024, the council approved the final plans and specifications for the Outdoor Rink/Pavilion and authorized the plans to go out for bids. The bid opening occurred on January 23rd, 2025, at Willmar Civic Center. We received seven bids for the project.

The lowest bidder was Tradesmen Construction Inc., out of Alexandria, MN, with a base bid of \$1,100,593.00. Bolten and Menk reviewed the bid documents. It is Bolten and Menk and City Staff's recommendation to approve Tradesmen Construction Inc. for the project. The staff recommends approving alternates 2A and 2B for \$73,701.

BUDGETARY/FISCAL ISSUES:

Budgetary/Fiscal Issues:

Budget: \$1,590,780.04

Expenses:

The Tradesmen Construction, Inc:	\$1,100,593.00
Bolten and Menk:	\$164,493.00
Becker Arena Products- (Boards, Glass, Installation)	\$169,912.00
City Cost (5% Contingency, Surveying, Special Inspections)	<u>\$81,400.00</u>
Total Expenses: \$1,516,398.00	
Remaining Budget	<u>\$ 74,382.04</u>

ALTERNATIVES TO CONSIDER:

- Alternate 1A: Concrete inside the rink \$100,691.00
- Alternate 1B: Concrete outside the rink \$76,995.00
- Alternate 2A: Asphalt inside the rink \$44,295.00
- Alternate 2B: Asphalt outside the rink \$29,406.00
- Reject the bid

ATTACHMENTS:

1. Resolution for Outdoor Covered Rink
2. Willmar Outdoor Covered Rink - Recommendation Letter 2025 and Bid Sheet
3. #1526 LOST Reappropriation Ordinance

RESOLUTION NO. ____

**RESOLUTION AWARDING BID TO TRADESMEN CONSTRUCTION INC. FOR OUTDOOR COVERED ICE
RINK**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution by the City Council of the City of Willmar that the bid from Tradesmen Construction out of Alexandria, MN, for the Outdoor Covered Ice Rink/Pavilion 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 \$1,100,593.00.

Dated this 18th day of February 2025

Douglas E. Reese, Mayor

Attest:

CITY CLERK



Real People. Real Solutions.

3300 Fernbrook Ln North
Suite 300
Plymouth, MN 55447

Phone: (763) 544-7129
Bolton-Menk.com

February 4, 2025

City of Willmar
Attn: Rob Baumgarn
2707 Areana Drive
Willmar, MN 56201

RE: Bid Recommendation Letter for:
Outdoor Covered Rink
City of Willmar, Minnesota

Dear Rob,

On Thursday afternoon, January 23, 2025, seven (7) bids were received for the Outdoor Covered Rink project. Please refer to the attached Bid Tabulation for results.

Following the bid opening, I spoke with John Jacob with The Tradesmen Construction, Inc. to confirm his understanding of the project. John stated that he is comfortable with their bid and that they are ready and excited to accomplish the work. John has stated that The Tradesmen – and their subcontractors - will meet or exceed the requirements outlined in the Construction (bid) Documents.

We (Bolton & Menk) are currently working on a new Fergus Falls Aquatics Center- The Tradesmen Construction, Inc. is the General Contractor on that project. Tradesmen's work ethic has been good, they are completing the work in a timely manner and their project personnel have been good to work with.

With that, we see no reason to not accept The Tradesmen Construction, Inc.'s Base Bid as follows:

Base Bid

\$ 1,100,593.00

Please contact our office should there be any questions. We look forward to continuing our work with you on this project!

Sincerely,

Bolton & Menk, Inc.

Jay Pomeroy, PLA

cc: Jared Voge – Bolton & Menk

attachment: Bid Tabulation Form

BID TABULATION

PROJECT: OUTDOOR COVERED RINK
CITY OF WILLMAR, MINNESOTA

DATE: January 23, 2025
TIME: 2:00 P.M.

PROJECT NO. 24X.135104.000

QUEST PROJECT NO. 9456481

BIDDERS	BASE BID	Alternate 1A Ice Rink Surface - Concrete	Alternate 1B Outer Perimeter Rink Area - Concrete	Alternate 2A Ice Rink Surface - Asphalt	Alternate 2B Outer Perimeter Rink Area - Asphalt
1. The Tradesmen Construction, Inc. Alexandria, MN	\$1,100,593.00	\$100,691.00	\$76,995.00	\$44,295.00	\$29,406.00
2. Project One Construction, Inc. Kimball, MN	\$1,198,735.00	\$87,000.00	\$62,000.00	\$68,000.00	\$55,000.00
3. Greystone Construction Company Shakopee, MN	\$1,247,160.00	\$99,570.00	\$79,580.00	\$72,240.00	\$68,395.00
4. TerWisscha Construction, Inc. Willmar, MN	\$1,247,400.00	\$120,000.00	\$74,300.00	\$61,150.00	\$47,600.00
5. Brennan Construction of MN, Inc. Mankato, MN	\$1,260,000.00	\$85,000.00	\$60,000.00	\$46,000.00	\$31,000.00
6. BCI Construction Inc. Sauk Rapids, MN	\$1,300,000.00	\$126,000.00	\$83,000.00	\$67,000.00	\$55,000.00
7. Marcus Construction Company, Inc. Willmar	\$1,419,787.32	\$148,359.65	\$108,272.36	\$59,422.45	\$47,479.76

ORDINANCE NO. 1526

AN ORDINANCE OF THE CITY OF WILLMAR, MINNESOTA REALLOCATING SALES
AND USE TAX AND A MOTOR VEHICLE EXCISE TAX PROJECT FUNDS

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

Section 1. AUTHORIZATION. Pursuant to the authorization in Laws of Minnesota for 2019, First Special Session, Chapter 6, Article 6, Section 32 (the “Authorizing Legislation”), the City of Willmar imposed a local sales and use tax and a motor vehicle excise tax to provide revenues to pay the costs of collecting and administering the tax to the commissioner of revenue of the state of Minnesota and to finance the capital and administrative costs related to the funding of designated projects in specified maximum amounts for each project as defined in Laws of Minnesota for 2019, First Special Session, Chapter 6, Article 6, Section 32, as approved by the voters at the November 6, 2018 referendum, and as codified in the Willmar Code of Ordinances at Sections 5-67 through 5-73, as follows:

- (1) \$2,000,000 for a community center replacement;
- (2) \$6,000,000 for new athletic fields;
- (3) \$3,000,000 for infrastructure improvements at Robbins Island Regional Park;
- (4) \$2,000,000 for a new playground and spectator amenities at Swansson Field Regional Park;
- (5) \$7,000,000 for stormwater management infrastructure improvements, and
- (6) \$10,000,000 for a new recreation and event center.

Subdivision 3(b) of the Authorizing Legislation permitted the City to reallocate up to ten percent of the funds designated for one or more of the above-listed projects to one of the other listed projects.

Section 2. FINDINGS. The Willmar City Council finds that the City has substantially completed construction of projects 2, 3, 4, and 6, listed in Section 1 above; however, it omitted a covered outdoor natural ice rink that was originally planned to be included with the new recreation and event center complex (project 6) from that project, in order to ensure that the project did not exceed the \$10,000,000 maximum budget. Project 6 to construct a new recreation and event center complex, without the covered outdoor ice rink, has been substantially completed and a spending authority balance of \$978,708.54 remains on that project. Pursuant to the authority granted in Subdivision 3(b) of the Authorizing Legislation, the City Council finds that it is in the best interests of the public that the remaining spending authority balances on each of projects 2, 3 and 4 listed in Section 1 above, which have each been substantially completed and which remaining spending authority balances in each case total less than ten percent of the maximum project budget for these projects, be reappropriated to the new recreation and event center project (project 6) and added to the \$978,708.54 remaining spending authority balance on

that project so that the covered outdoor natural ice rink that was originally planned to be included in this project may now be completed.

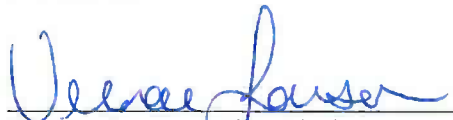
Section 3. REAPPROPRIATIONS. The following remaining balances on projects 2 through 4 listed in Section 1 above, in the amounts listed, shall be transferred from such projects and reappropriated to project 6 to construct a new recreation and event center complex:

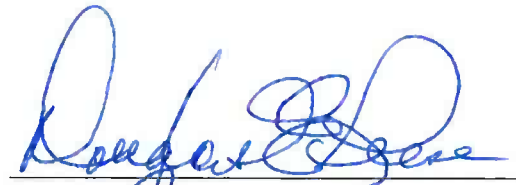
- (1) \$284,803.87 from the project to construct new athletic fields (project 2);
- (2) \$292,839.03 from the project to construct a new playground and spectator amenities at Robbins Island Project (project 3); and
- (3) \$34,428.60 from the project to construct infrastructure improvements at Swansson Field Regional Park (project 4).

Section 4. EFFECTIVE DATE. This ordinance shall take effect after its adoption and second publication.

Passed by the City Council of the City of Willmar this 6th day of May, 2024.

ATTEST:


Vernae Larsen, City Clerk


Douglas E. Reese, Mayor

VOTE: X ASK X ASMUS X BUTTERFIELD X DAVIS
X FAGERLIE NELSEN X O'BRIEN X SHULDES

This Ordinance introduced by Council Member: Council Member Butterfield

This Ordinance introduced on: April 15, 2024

This Ordinance published on: April 24, 2024

This Ordinance given a hearing on: May 6, 2024

This Ordinance adopted on: May 6, 2024

This Ordinance published on: May 22, 2024



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Approve the purchase agreement with Becker Arena Products for the outdoor dasher board system		

RECOMMENDED ACTION:

To adopt a resolution approving the purchase of an outdoor dasher board system with installation from Becker Arena Products for \$169,912.

OVERVIEW:

Staff received two quotes for dasher board systems as part of the Outdoor Rink project. Becker Arena Product was the lowest bid and is also part of Sourcewell Cooperative Purchasing (Sourcewell #84843). Installation of the boards is also part of the agreement.

BUDGETARY/FISCAL ISSUES:

The dasher board system with installation is \$169,912, which fits into the project's overall budget.

ALTERNATIVES TO CONSIDER:

Don't approve the purchase.

An item to be aware of is that this product comes from Canada; tariffs may become a component later.

ATTACHMENTS:

1. Resolution for Becker Arena Products for Dasher Boards
2. Becker Arena Products Quote/Agreement

RESOLUTION NO. ____

**RESOLUTION APPROVING THE PURCHASE AGREEMENT WITH BECKER ARENA PRODUCTS FOR THE
OUTDOOR DASHER BOARD SYSTEM**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar To adopt a resolution approving the purchase of an outdoor dasher board system with installation from Becker Arena Products for \$169,912.

Dated this 18th day of February 2025

Douglas E. Reese, Mayor

Attest:

CITY CLERK

Customer #: 202125
Sourcwell ID: 84843
Quotation #: Outdoor Dashers Pro Series 5.0
Revision #: 2
Date: February 5, 2025
Proposal Expiration Date: March 5, 2025
Sales Consultant: Dan Mehren

Prepared For:
Rob Baumgarn
City of Willmar
624 US 71 Bus
Willmar MN 56201

Project Location:
Willmar Recreation Center
624 US 71 Bus
Willmar MN 56201

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

This system is available through the Sourcwell Cooperative Purchasing Program at discounted pricing. BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #120320 - ATH

- Sourcwell is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class Sourcwell awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract **#120320 - ATH** when ordering. You must be a member and contracting authority. Ask your salesperson for a copy of the Sourcwell Contract Purchasing information

Per your request, please see the below options and updated pricing to provide you with our Pro Series 5.0 outdoor dasher system. Dashers to be anchored to a non-refrigerated concrete surface, concrete provided by others. All pricing includes material, freight, and complete installation. Sourcwell discounts have been applied to all pricing options.

Athletica Pro Series 5.0 Aluminum Outdoor Dasher System

Becker Arena Products, Inc. shall furnish and install the following new custom-built Athletica Pro Series outdoor dasher system. Pricing is based on the information provided and will include the following items and features.

DASHER FRAMING W/UV POLY FACING AND KICK PLATE - POLYETHYLENE CAP Rail

- Rink Size: 200'x85'x28' radius – 522 lineal feet of 42" high 6" wide, Aluminum frame dasher boards, ring only
- ½" UV Stabilized White poly dasher facing.
- ½" UV Stabilized Yellow poly kick plates.
- ½" Red UV stabilized high-density polyethylene cap rail.
- All panels pre-assembled
- New 5/8" Epoxy sleeve anchors, drilled into non refrigerated concrete. Concrete by others.

GATES

- One 10'-0" straight/curved double leaf straight equipment gate complete with heavy duty adjustable hinges, two slide bars and heavy-duty casters.
- Four 2'-6" straight access gate with heavy duty hinges (player box locations)
- Two 2'-6" straight access gate with heavy duty hinges (penalty box locations)
- Two 36" straight access gate with heavy duty hinges (general access locations)
- 1" thick high-density polyethylene thresholds access gates

TEMPERED GLASS SHIELDING

- 242 lineal feet of 15mm (5/8") x 6'-0" high tempered glass shielding for the ends and radius corners of the rink, complete with Full Height two-piece round aluminum shield supports
- 220 lineal feet of 12mm (1/2") x 6'-0" high tempered glass shielding for the sides of the rink, complete with Full Height two-piece round aluminum shield supports. Player boxes remain open, no shielding.
- Shielding in front of the scorer's table shall have a 2-1/2" diameter speak hole.
- Shield termination padding included

INSTALLATION

- Becker Arena Products, Inc. will furnish an experienced and professional installation crew that meets all requirements to be considered a Qualified Becker Arena Products, Inc. Employee or Partner. This approved team will complete the installation of the dasher system and chain link fencing as described above. Price includes labor (Non-union labor / non prevailing wage rate) required forklift and all equipment for installing chain link fence.
- Removal of existing system not included in overall pricing.

DELIVERY

Freight to Willmar, Minnesota.

TOTAL BASE PRICE DELIVERED & INSTALLED

Accept _____ \$ 169,912.00

OPTION A: PLAYER, PENALTY, AND TIMEKEEPER BOXES

BAP to furnish and install:

- Player boxes: 5' deep x 30' long with back walls and side divider panels w/gates
- Penalty boxes: Two (2) each 5' deep x 6' long with side divider panels and back walls
- Timekeeper box – One each 5' deep x 6' long with half-depth side divider panels, 3' opening in back wall
- Approximately 400 square feet of aluminum framed elevated flooring in the player, penalty and scorer boxes complete with protective matting.
- 48 lineal feet of 7" high x 18" wide elevated coach's walkway in the player's boxes – 24 lineal feet in each player box
- 60 lineal feet of 1-1/2" x 9-1/2" wide recycled plastic benches with steel frames and supports in the player and penalty boxes (24' in each player box & 6' in each penalty box)
- One each 1" thick x 18" wide x 72" long solid natural polyethylene timekeeper table
- 3/8" thick white poly backer sheet in the player, penalty and timekeeper boxes complete with built-in shelving in the player boxes.
- 105 lineal feet of 12mm (1/2") x 6'-0" high tempered glass shielding for box dividers and back walls, complete with Full Height two-piece round aluminum shield supports
- All boxes are on the same side of the rink.

TOTAL ADD to BASE PRICE DELIVERED & INSTALLED

Accept _____ \$ 46,923.00

OPTION B: CONTAINMENT NETTING

PUCK CONTROL NETTING

- Two each 12' high x 121' long black nylon puck control nets for the end zones and radius corners of the rink.
- Materials including all conduit, cables, and hardware for complete installation.

TOTAL ADD to BASE PRICE DELIVERED & INSTALLED

Accept _____ \$ 8,400.00

Total of Above Selected Options

\$ _____

Taxes and Tariffs are NOT included, will be Added to Totals if necessary.

Please Note: Price does not include taxes. All taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Dasher Payment terms are:

45% due upon placement of order	_____
45% due 10 days prior to delivery	_____
10% due upon delivery and installation	_____

Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur because of Becker Arena Products, Inc. incurring additional costs when ordering materials.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign, and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal, or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 30 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **Outdoor Dashers Pro Series 5.0 rev 2** is accepted with initialed options:

Purchaser Signature

Becker Arena Products, Inc.

Title

VP Sales and Operations
Title

Print Name

Jeff Brosz
Print Name

Date

Date

#84843
Sourcewell ID

#120320 - ATH
Sourcewell ID

BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021

1. Definitions. In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

2. Payment. Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be given. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

3. Prices, Duties and Taxes. Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods at any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

4. Delivery. Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

5. Retention of Title. Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

6. Warranty.

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

7. Claims and Liability.

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, then Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

8. Default. Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt

to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment, therefore.

10. Cancellation. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

11. No-Assignment. No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

12. Force Majeure. Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such case, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

13. Advice. Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

14. Entire Agreement. This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person am and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

15. Law and Arbitration. This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee (www.iccuk.net)) shall appoint an arbitrator at the request of any of the parties, a copy of which request. for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

16. Dasher Board Systems

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

17. General Site Requirements.

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.

3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

18. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared because of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Justin DeLeeuw, Public Works Director
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director, Jared Voge, City Engineer
Item:	Gorton Ave Right-of-Way		

RECOMMENDED ACTION:

Adopt the resolution approving the agreement to clarify city right-of-way lines on Gorton Ave NW.

Adopt the resolution initiating the vacation of a portion of the Gorton Ave NW right-of-way, calling for a public hearing on April 7th, 2025, and referring the matter to the planning commission.

OVERVIEW:

During the reconstruction of Gorton Ave NW, a property owner raised concerns regarding the placement of the curb and gutter, believing they were placed outside of the city's right-of-way and encroached onto private property. After review, it was determined that there were discrepancies in the written record of the right-of-way due to a 1990 right-of-way agreement between the City and the previous property owner that was never properly recorded in title records. After continuous discussions between the property owner and the city's engineering staff, negotiated terms are as follows: (i) the City initiate a proceeding to vacate a portion of the existing Gorton Avenue NW right-of-way; (ii) the Property Owner grant the City new permanent right-of-way, drainage and utility easements over previously unencumbered portions of the Property; and (iii) the City pay compensation to the Property Owner for the new permanent easements and other covenants and obligations contained in this Agreement.

Under City Charter Section 9.01, after a resolution for vacating right-of-way is introduced, no further Council action shall be taken until a report/recommendation is received from the Planning Commission. This proposed right-of-way vacation will be brought before the Planning Commission at their March 19th meeting.

A proposed timeline is as follows:

- Feb 18th, 2025 - The City Council approves the right-of-way agreement, calls for a public hearing on April 7th, 2025, and initiates the vacation process for Planning Commission consideration.

- March 19th, 2025 - The Planning Commission takes appropriate action at their meeting and makes recommendations to the Council. Mailings and publications to follow.
- April 7th, 2025 - The City Council holds a public hearing and votes on the final vacation easement agreement resolutions.

BUDGETARY/FISCAL ISSUES:

\$5,750.00 will be paid to the property owner as consideration for a new permanent easement, funded through the project's contingency fund.

ALTERNATIVES TO CONSIDER:

Deny the agreement and/or ask for more information.

ATTACHMENTS:

1. Resolution Approving Lapatka Right of Way Agreement v.1 01.03.25
2. Agreement for Correcting Right of Way - v.4 01.08.25
3. Resolution initiating Gorton Ave Vacation and setting public hearing v.3 01.02.25

Resolution No._____

**A RESOLUTION APPROVING THE AGREEMENT TO CLARIFY CITY RIGHT OF WAY
LINES**

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 Agreement to Clarify City Right-of-Way Lines is hereby 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 that is substantially consistent with the version appended to this resolution.

Dated this ____th day of _____, 2025

Mayor

Attest:

City Clerk

AGREEMENT TO CLARIFY CITY RIGHT-OF-WAY LINES

This agreement (the “Agreement”) is made and entered into this ____ day of _____, 20__, by and between the City of Willmar, a municipal corporation under the laws of the State of Minnesota, located at 333 6th St. SW, Willmar, Minnesota 56201 (the “City”), and Anthony and Mary LaPatka, two individual persons in a lawful marriage residing at 2333 Gorton Avenue NW, Willmar, Minnesota 56201, (the “Property Owner”), (collectively, the Parties).

WHEREAS, in 2023, the City completed a roadway reconstruction project on Gorton Avenue NW in the City of Willmar, including the installation of certain public improvements including curbs and gutters; and

WHEREAS, Property Owner raised concerns to the City regarding the installation of the 2023 curb and gutter improvements, believing they were installed outside of the boundaries of the Gorton Avenue NW right-of-way (the “Right-of-Way”) and encroached onto his property at 2333 Gorton Avenue NW (the “Property”); and

WHEREAS, upon review, the City determined there were discrepancies in the written record relative to the location of the Right-of-Way line relative to the Property, due to a letter from the City sent to the previous owners in 1990 regarding a new right-of-way line being established that was never recorded in the title records; and

WHEREAS, the City’s engineering team has been in continuous discussions with the Property Owner, and have negotiated proposed terms and boundary lines in order to finally settle and fully resolve all issues arising out the discrepancy related to the Right-of-Way line relative to the Property, which will require that (i) the City initiate a proceeding to vacate a portion of the existing Gorton Avenue NW right-of-way; (ii) the Property Owner grant the City new permanent right-of-way, drainage and utility easements over previously unencumbered portions of the Property; and (iii) the City pay compensation to the Property Owner for the new permanent easements and other covenants and obligations contained in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. City shall initiate a proceeding under Section 9.01 of the City Charter to vacate a certain portion of the existing Right-of-Way, as depicted in Exhibit A, attached hereto and incorporated herein by reference (see area labeled “Proposed Vacation Area Containing Approximately 4,553 SQ. FT. +/-”), for the purpose of establishing a new Right-of-Way line as depicted on Exhibit B, attached hereto and incorporated herein by reference. Any such vacation resolution approved by the City Council may make the vacation of Right-of-Way conditional on the Property Owner’s execution of the Permanent Easement Agreement described in Paragraph 2 below.
2. Promptly following the City Council’s adoption of a vacation resolution at the conclusion of the vacation proceeding described in Paragraph 1 above, Property Owner shall execute

a Permanent Easement Agreement(s) with the City granting certain permanent right-of-way, drainage and utility easements to the City as follows:

- a. A permanent right-of-way easement over, under and across the portions of the Property as legally described and depicted in Exhibit B (see areas labeled “Proposed Roadway Easement Area Containing 518 SQ. FT. +/-”); and
 - b. A permanent drainage and utility easement over, under and across the portion of the Property as legally described and depicted in Exhibit C, attached hereto and incorporated herein by reference (see area labeled “Proposed Perpetual Drainage and Utility Easement Area Containing 912 SQ. FT. +/-”).
3. Contemporaneous with the Property Owner’s execution and delivery to the City of the Permanent Easement Agreement described in Paragraph 2 above, City will pay Property owner a sum of \$5,750.00 as consideration for the new permanent easements described in Paragraph 2 above and the other covenants and obligations contained in this Agreement. No payment shall be made until the Permanent Easement Agreement described in Paragraph 2 above is executed.
 4. The Parties each waive and release each other from any possible claims and causes of action arising out of or related to the discrepancies in the location of the Right-of-Way line predating this agreement. Nothing herein shall be construed as limiting either Party’s rights to initiate an action against the other to enforce the terms of this Agreement.
 5. City’s obligations under this Agreement are conditioned on the approval of the City Council and related City government bodies, of this Agreement, the Easement Agreement, and the Right-of-Way Vacation.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date.

PROPERTY OWNER:

CITY:

TONY LAPATKA

CITY OF WILLMAR

By: _____
Anthony LaPatka, as himself

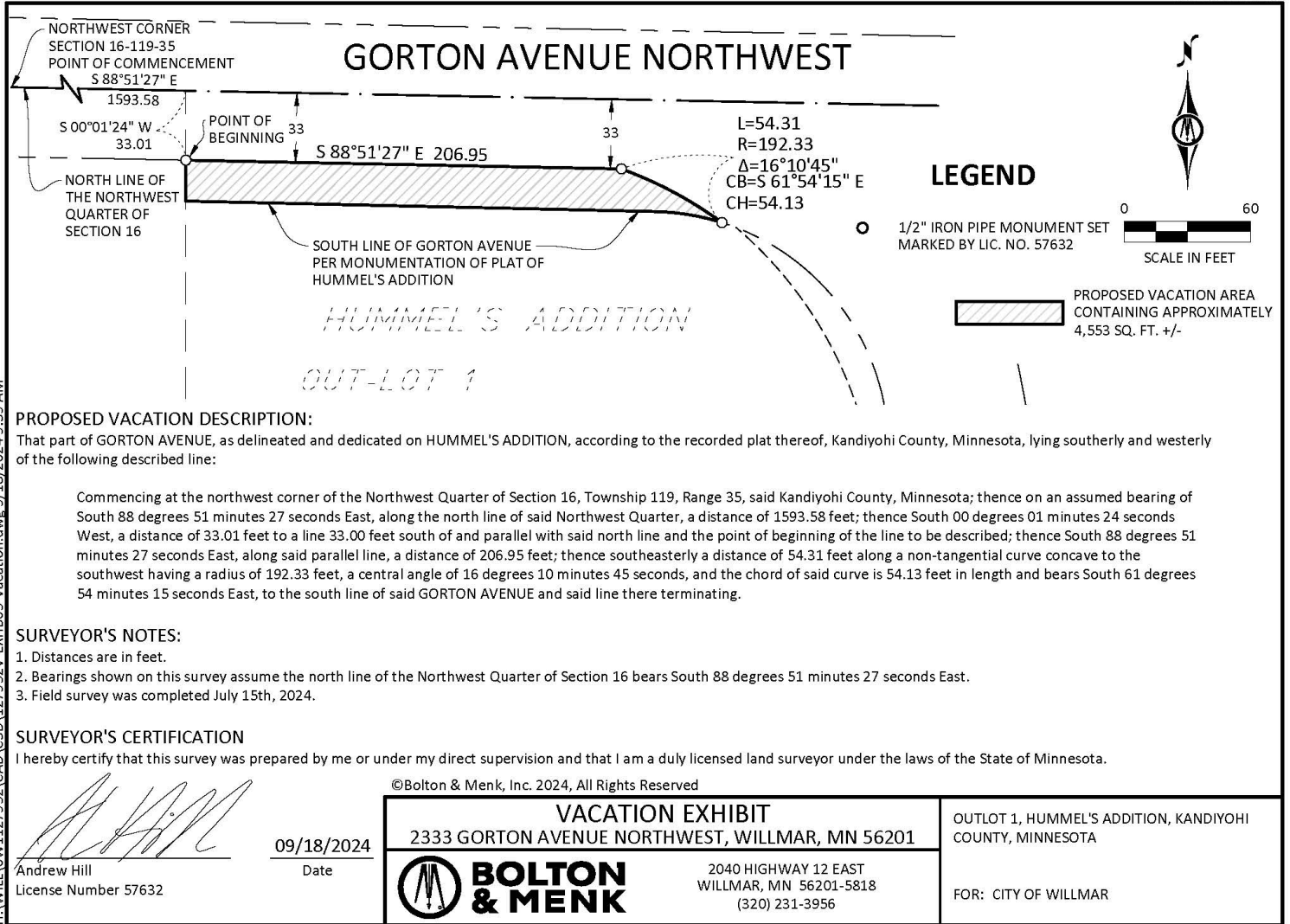
By: _____
Douglas E. Reese, Mayor

By: _____
Mary LaPatka, as herself

By: _____
Leslie Valiant, City Administrator

EXHIBIT A – VACATION EXHIBIT

R35-T119-S16-21



JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

R35-T119-S16-21



PROPOSED DESCRIPTION:

A perpetual easement for roadway purposes over, under and across that part of OUT-LOT 1, HUMMEL'S ADDITION, according to the recorded plat thereof, Kandiyohi County, Minnesota, described as follows:

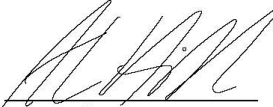
Commencing at the northwest corner of the Northwest Quarter of Section 16, Township 119, Range 35, said Kandiyohi County, Minnesota; thence on an assumed bearing of South 88 degrees 51 minutes 27 seconds East, along the north line of said Northwest Quarter, a distance of 1593.58 feet; thence South 00 degrees 01 minutes 24 seconds West, a distance of 33.01 feet, to a line 33.00 feet south of and parallel with said north line; thence South 88 degrees 51 minutes 27 seconds East, along said parallel line, a distance of 206.95 feet; thence South 61 degrees 54 minutes 15 seconds East, a distance of 54.13 feet, to the south line of said GORTON AVENUE and to the point of beginning; thence southeasterly a distance of 59.36 feet along a non-tangential curve concave to the southwest having a radius of 192.33 feet, a central angle of 17 degrees 41 minutes 00 seconds, and the chord of said curve is 59.12 feet in length and bears South 44 degrees 58 minutes 23 seconds East; thence South 22 degrees 42 minutes 52 seconds East, not tangent to last described curve, a distance of 86.87 feet; thence South 19 degrees 26 minutes 49 seconds East, a distance of 65.02 feet, to the north line of Lot 11, Block 1, said HUMMEL'S ADDITION; thence North 72 degrees 00 minutes 48 seconds East, along said north line, a distance of 0.81 feet, to the north corner of said Lot 11 and the east line of said OUT-LOT 1; thence northwesterly along said east line a distance of 45.56 feet along a non-tangential curve concave to the east having a radius of 511.34 feet, a central angle of 05 degrees 06 minutes 17 seconds, and the chord of said curve is 45.54 feet in length and bears North 13 degrees 27 minutes 21 seconds West; thence North 10 degrees 54 minutes 03 seconds West, not tangent to last described curve and along said east line, a distance of 19.75 feet; thence South 72 degrees 01 minutes 17 seconds West, a distance of 8.50 feet; thence North 18 degrees 05 minutes 42 seconds West, a distance of 35.41 feet; thence northwesterly a distance of 104.79 feet along a tangential curve concave to the southwest having a radius of 190.69 feet and a central angle of 31 degrees 29 minutes 09 seconds, to the east line of said OUT-LOT 1; thence northwesterly along said east line a distance of 7.11 feet along a non-tangential curve concave to the southwest having a radius of 113.19 feet, a central angle of 03 degrees 36 minutes 03 seconds, and the chord of said curve is 7.11 feet in length and bears North 70 degrees 41 minutes 34 seconds West to the point of beginning.

SURVEYOR'S NOTES:

1. Distances are in feet.
2. Bearings shown on this survey assume the north line of the Northwest Quarter of Section 16 bears South 88 degrees 51 minutes 27 seconds East.
3. Field survey was completed July 15th, 2024.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.



Andrew Hill
License Number 57632

09/18/2024
Date

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SHEET 2 OF 2

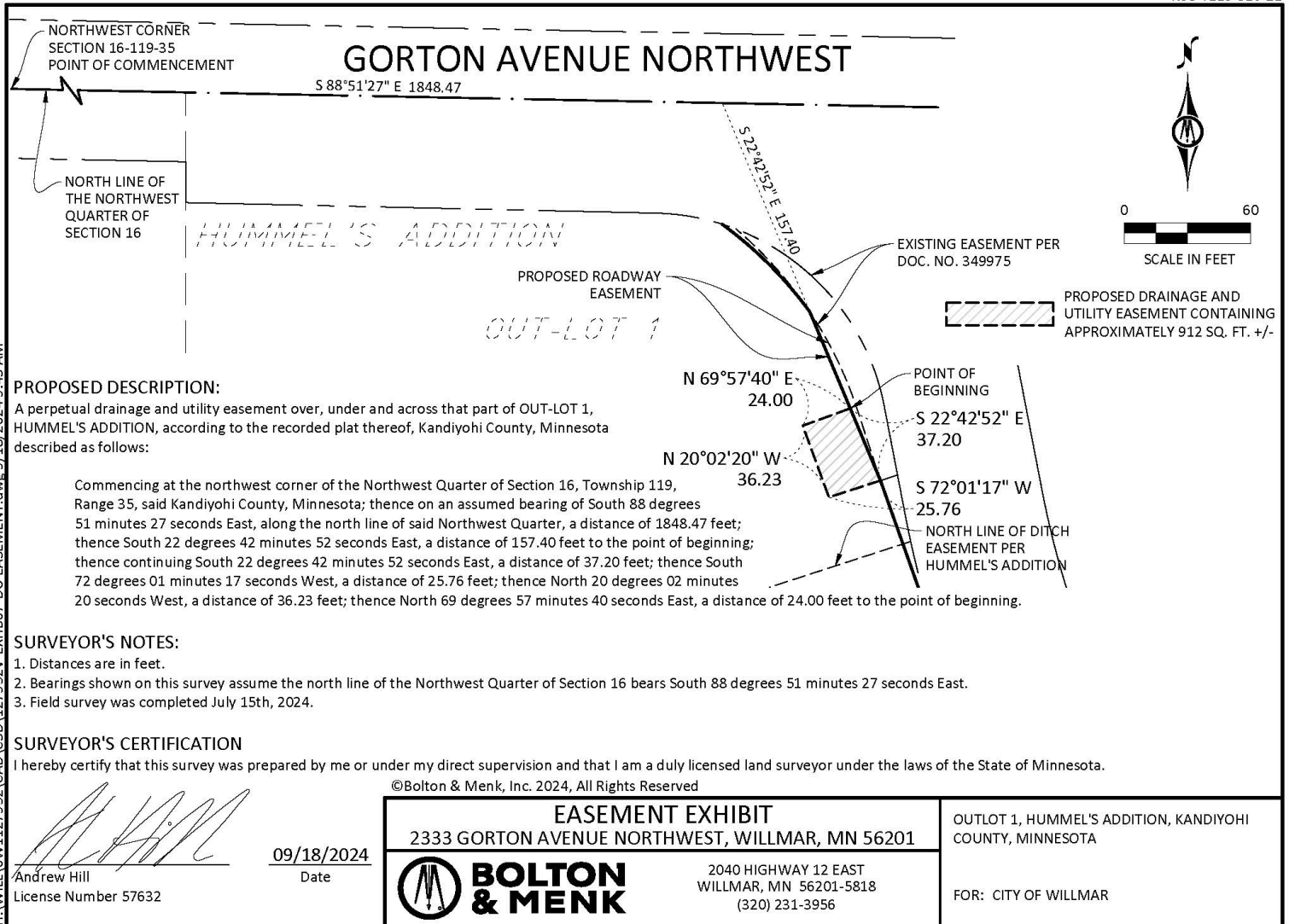
EASEMENT EXHIBIT		OUTLOT 1, HUMMEL'S ADDITION, KANDIYOHI COUNTY, MINNESOTA
2333 GORTON AVENUE NORTHWEST, WILLMAR, MN 56201		
	BOLTON & MENK	FOR: CITY OF WILLMAR
2040 HIGHWAY 12 EAST WILLMAR, MN 56201-5818 (320) 231-3956		

JOB NUMBER: OW1.127952 FIELD BOOK: DRAWN BY: FRD

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EXHIBIT C – EASEMENT DEPICTION AND DESCRIPTION

R35-T119-S16-21



JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

RESOLUTION NO. _____

**A RESOLUTION INITIATING THE PROCESS OF VACATING A PORTION OF THE
GORTON AVENUE NW RIGHT-OF-WAY, SETTING A PUBLIC HEARING, AND
REFERRING THE MATTER TO THE WILLMAR PLANNING COMMISSION**

Motion By: _____ Second By: _____

WHEREAS, in 2023, the City completed a roadway reconstruction project on Gorton Avenue NW in the City of Willmar, including the installation of certain public improvements including curbs and gutters; and

WHEREAS, the City was approached by a neighboring property owner on Gorton Avenue NW claiming the curb and gutter improvements were installed outside the boundaries of the Gorton Avenue NW right-of-way; and

WHEREAS, upon review, City staff determined there were discrepancies in the written record relative to the location of the right-of-way line relative to the property, and undertook negotiations with the property owner in order to ensure the right-of-way line dispute was resolved, that the property owner was compensated for any loss of property as necessary, and to ensure that the City maintained necessary drainage and utility easements through the property; and

WHEREAS, the City Council has approved a separate Agreement with the property owner to settle the dispute, in which the City agreed to initiate the vacation of a portion of the Gorton Avenue NW right-of-way, as depicted and described in the attached Exhibit A.

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

1. Pursuant to Charter Section 9.01, subdivision 2, the Council hereby initiates the vacation of that certain portion of public right-of-way in the City of Willmar, Kandiyohi County, Minnesota, as legally described and depicted in the attached Exhibit A.
2. The Council intends that the vacation proposed herein be subject to the following conditions: (a) the final execution of the Agreement to Clarify City Right of Way Lines by property owner and the City; and (b) the final approval and execution by the Property Owner of an Easement Agreement, reserving certain drainage and utility easements to the City.
3. That the Council conduct a public hearing at _____ p.m. on _____, 2025 in the Board Room of the Health and Human Services Building, 2200 23rd Street NE, Willmar, Minnesota.
4. That the purpose of the public hearing will be to consider the vacation of a portion of the public right-of-way on Gorton Avenue NW comprising 4,553 square feet in size,

necessary to accommodate the recently completed road reconstruction project, as legally described and depicted on the attached Exhibit A.

5. That any person having an interest in said matter is invited to appear in person, or be represented by counsel, and you will have an opportunity to be heard on this matter at said public hearing.
6. That City staff are hereby authorized and directed to publish notice of the public hearing in satisfaction of the requirements of Subdivision 6 of Section 9.01 of the Willmar City Charter, including mailed notice to all neighboring property owners within a distance of six-hundred (600) feet of the portion of the right-of-way to be vacated, as shown in the attached Exhibit B.
7. The Council hereby refers this matter to the Planning Commission for its consideration and report to the Council pursuant to Charter Section 9.01.

Dated this th day of , 2025.

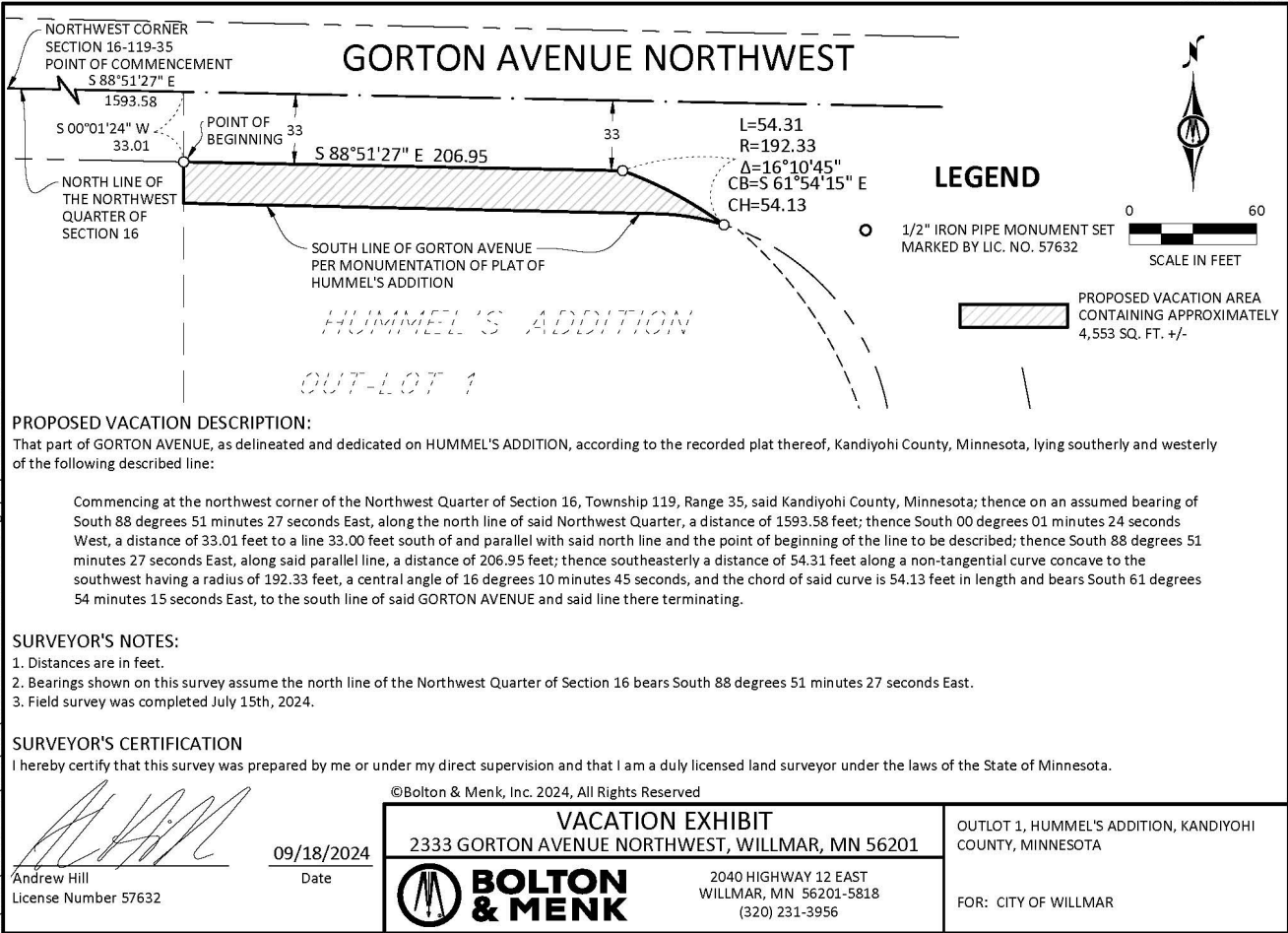
MAYOR

Attest:

CITY CLERK

Exhibit A
DEPICTION OF VACATION AREA

R35-T119-S16-21



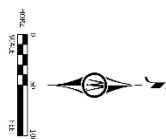
JOB NUMBER: OW1.127952 FIELD BOOK: DRAWN BY: FRD

Exhibit B

December, 2024



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City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Broadband Consideration		

RECOMMENDED ACTION:

Direct City Staff to work with Charter Communications/ Spectrum on a commitment to offer fiber optic services within the industrial park and to establish a timeline for increased residential services by March 3, 2025.

OVERVIEW:

On Thursday, February 13, 2025, Mayor Reese, Council Member Ask, City Staff, Hometown Fiber representatives, and Charter Communications/ Spectrum representatives met to discuss the letter sent to the Mayor and City Council dated February 7, 2025 (enclosed).

If the City Council decides not to proceed with the Connect Willmar Initiative, Spectrum will commit to building fiber-optic lines within the industrial park at no cost to the City of Willmar. Spectrum has also indicated that it has begun investing in network infrastructure nationwide. This network evolution will allow Spectrum to extend fiber services to the home as customers choose in most of its service areas in a fiber-on-demand manner, expected to be completed in 2027.

If Spectrum's level of commitment or lack of agreement does not meet the City Council's needs, the Connect Willmar Project remains a viable option for the Council to approve in 2025.

In its advisory capacity, the Broadband Committee continues to support and recommend the Connect Willmar Initiative project.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

Deny the proposal from Charter Communications/ Spectrum

ATTACHMENTS:

1. Willmar- Spectrum Commitment Letter 2-7-25

February 7, 2025

Mayor Doug Reese
CC: Willmar City Council Members
City of Willmar
333 6th St SW
Willmar, MN 56201

Dear Mayor Reese & Members of the Willmar City Council:

The more than 20 Spectrum employees who call Willmar home share your goal of ensuring every family and business in this community has access to fast, reliable high-speed internet. That's why we currently offer 1 Gigabit (Gbps) internet speeds to homes and businesses throughout Willmar. But our company also recognizes that while we serve the residents and businesses of this community, as well as the first phase of the industrial park, Spectrum currently offers service to a portion, not all, of the "Phase 2" section of the industrial park.

That is why Spectrum will commit to build fiber-optic lines to the approximately 24 existing and planned future locations within and immediately adjacent to the Phase 2 section of the Willmar Industrial Park at NO cost to the city or its taxpayers, should the City Council determine that the city's objectives are met and that it is imprudent to spend taxpayer money to fund the construction of a city-owned internet network.

As a show of good faith, Spectrum will immediately begin the process of network design, permitting, and any other required planning that will allow us to commence construction as quickly as weather conditions permit, following the Council's determination.

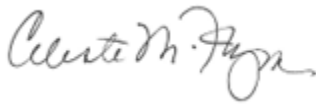
It's a solution that will achieve full connectivity for the community, homes and businesses alike, without saddling taxpayers with needless debt and the likelihood of higher taxes.

The buildout of the industrial park will complement our ongoing network evolution project that will bring symmetrical Gigabit and multi-Gigabit speeds to families and businesses throughout Willmar. This project represents a multi-million investment by Spectrum in Minnesota and will ensure Willmar has fast, reliable, future-proof broadband service.

This approach also ensures more public funding is available for critical community services, like education, public safety, roads, and parks. And unlike Hometown Fiber's proposal, which will rely on taxpayer funds to service debt, fund operations and will likely require even more public money for ongoing maintenance and upgrades, Spectrum's proposal requires no financial support – now or in the future – from the City or its residents. Given the dramatically increasing cost to deploy internet networks in today's environment, Spectrum offers a better solution for Willmar residents.

We appreciate your attention to this important issue and please do not hesitate to reach out to me if you would like to discuss in more detail.

Sincerely,



Celeste Flynn
Associate Vice President, Government Affairs



David Larson
Director, Government Affairs

CC: Rep. Dave Baker



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	10.F.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Request for Joint Work Session on Monday, March 24, 2025		

RECOMMENDED ACTION:

OVERVIEW:

Request for a Joint Work Session on Monday, March 24, 2025
 Topic: WITH WILLMAR Comprehensive Plan (Draft Document)
 Attendees: City Council and Planning Commissioners
 Location: TBD
 Time: Day or Evening (2.5 hours max)

Purpose: to review the draft elements of the plan with key focus on recommendations and implementation.

Work Session Part 1: Land-use, Housing, Econ., Arts and Culture; Intro. to Implementation

Work Session Part 2: Parks, Mobility, Natural Resources, Implementation

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	February 18, 2025	Agenda Item Number:	11.A.
Agenda Section:	Closed Session	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Closed session pursuant to MN Stat 13d.05, subd.3(c) parcel 95-378-0010		

RECOMMENDED ACTION:

Adjourn to Closed Session pursuant to Minnesota Statute 13D.05 Subd. 3(c)

OVERVIEW:

Parcel ID No.: 95-378-0010

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None