



WILLMAR CITY COUNCIL MEETING

MONDAY, MARCH 17, 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. Consent Items

Approve:

- A. City Council Minutes of March 3, 2025
- B. Planning Commission Draft Minutes of March 5, 2025
- C. Willmar Municipal Utilities Draft Minutes March 10, 2025
- D. Project No. 2503-D Advertisement for Bids
- E. DNR Fishing Platforms at Robbins Island
- F. Willmar Township Fire Agreement
- G. Liquor License Renewals
- H. Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Green Mill Willmar
- I. Consideration of Valley Golf of Willmar Inc. On-Sale Wine Liquor License
- J. 2026 Budget Calendar
- K. Accounts Payable Report, 2/27/25 - 3/12/25

Information:

February 2025 Building Report
Finance Report through 2/28/2025
WMU Financial Report for January 2025
Director Reports

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

9. Regular Business

- A. Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025
- B. Iverson Park Lift Station Replacement Professional Services
- C. Wastewater Treatment Facility Biosolids Tanker Purchase
- D. Project No. 2505-B TH 40 Drantile Repair Bid Award
- E. Project No. 2503-B West Street Improvements Bid Award
- F. Fischer First Addition Zoning Map Amendment Proposed Ordinance and Replat

10. Announcements

11. Adjourn

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

March 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, Tom Gilbertson, Steve Gardner, Rick Fagerlie, Vicki Davis, Tom Butterfield, and Carl Shuldes; Excused; Audrey Nelsen. 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, Information Systems Coordinator Jonah Johnson, City Clerk Vernae Larsen, and City Attorney Robert Scott.

With no **Additions or Deletions to the Agenda**, Council Member Ask moved to approve the agenda. Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

- A. City Council Minutes of February 18, 2025
- B. **Resolution No. 2025-026** Approving Specs & Authorizing Publication of the Advertisement for Bids: Project No. 2503-C Technology Drive NE Improvements
- C. **Resolution No. 2025-027** to reimburse costs incurred for the 2026 Street and Utility Improvement Projects
- D. Willmar High School Trap Team Lawful Gambling Application
- E. Accounts Payable Report, 2/13/25 - 2/26/25

Council Member Ask moved to **Approve Consent Agenda Items**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Open Forum:

Jim Miller, 600 – 50th Ave. SW, he indicated that his profession has been in information technologies, and he is in support of the Broadband Connect Willmar project and how it's an important infrastructure for our community.

Albert Reyes, 525 16th Street SW, prayed for the Council and the City of Willmar.

Aaron Larson, 219 Anthony Street SE, expressed his support for the Connect Willmar project.

David Feist 12848 212 Ave NE, New London, presented to the Council as a representative of TPI Properties. He urged the Council to stay the course and continue moving forward with the Connect Willmar project.

Steve Deleski, 103 5th Street SW, encouraged the Council to continue to move forward with the Connect Willmar project. He considers it an investment in our community.

Regular Business:

A. Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025

Municipal Utilities General Manager Jaren Smith provided background information on their efforts to find suitable land to build and move the utilities to and asked the Council to approve the Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025. Following discussion, Council Member Ask introduced a motion to **Approve Resolution No. 2025-028 to Defer the Approval of the action taken by the Willmar Municipal Utilities Commission's Decision for 30 days.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 6, Noes 1.

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

B. Accept Bid & Award Project No. 2501-A 20th Street SE Improvements

City Engineer Jared Voge requested that the Council adopt the resolution awarding Project No. 2501-A to Kurilla Contracting of Buffalo, MN in the amount of \$411,157.40. A motion was made by Council Member Fagerlie to **Approve Resolution No. 2025-029 Accepting the Bid & Awarding Project No. 2501-A 20th Street SE Improvements to Kurilla Contracting of Buffalo, MN in the amount of \$411,157.40.** Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Fagerlie moved to **Adopt Resolution No. 2025-030 Approving the As-Bid Budget for Project No. 2501-A in the amount of \$545,600.** Council Member Davis seconded the motion, which carried unanimously.

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

C. **Accept Bid & Award Project No. 2508 Seal Coat Improvements**

City Engineer Jared Voge requested that the Council adopt the resolution awarding Project No. 2508 to Pearson Bros, Inc. in the amount of \$213,515.30. A motion was made by Council Member Fagerlie to **Approve Resolution No. 2025-031 Accepting the Bid & Awarding Project No. 2508, Seal Coat Improvements, to Pearson Bros, Inc. in the amount of \$213,515.30.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Gilbertson moved to **Adopt Resolution No. 2025-021 Approving the As-Bid Budget for Project No. 2508 in the amount of \$256,200.00.** Council Member Fagerlie seconded the motion, which carried unanimously.

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

D. **Broadband Considerations**

Operations Director Kyle Box updated the Council with answers from questions that were raised at the February 18, 2025 council meeting. Director Box offered two options for consideration. The first was to approve a resolution that would suspend the Connect Willmar Initiative. The second option was to reject the resolution and continue with the Connect Willmar Initiative. Following discussion, Council Member Shuldes moved to **Reject the Resolution and Continue with the Connect Willmar Initiative.** Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 4, Noes 3.

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

Closed Session:

A. **Closed session pursuant to MN Stat 13d.05, subd.3(c) parcel 88-106-2130 Closed Session pursuant to Minnesota Statute 13D.05 Subd. 3(c)**

A motion to enter into **Closed session pursuant to MN Stat 13d.05, subd.3(c) to discuss parcel 88-106-2130** was introduced by Council Member Ask. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council entered into closed session at 8:21 p.m.

Council entered back into open session at 8:33 p.m.

Open Regular Business:

A. Amendment to Purchase Agreement

Following closed session Council Member Gardner moved to **Approve the Amendment to Purchase Agreement on Parcel 88-106-2130**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Ask moved to **Adjourn** the meeting at 8:36 p.m. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2025-026

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

Motion By: Ask Second By: Shuldes

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2503-C 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 March, 2025

_____/S/ Douglas E. Reese
Mayor

Attest:

_____/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2025-027

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

Motion By: Ask Second By: Shuldes

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

1. Recitals.

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

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

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

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

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

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

B. Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the

expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

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

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

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

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

Adopted this 3rd day of March, 2025, by the Willmar City Council

/S/ Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

EXHIBIT A

DECLARATION OF OFFICIAL INTENT

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

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

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed: 2026 Street Improvements Bond.

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$14,313,200.00 is the maximum principal amount of the Bonds, which will be issued to finance the Project.

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

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

Dated: March 3rd, 2025

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

CERTIFICATION

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

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on March 3rd, 2025. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member Ask moved the adoption of the Resolution, which motion was seconded by Council Member Shuldes. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

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

and the following voted against the same: none

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

WITNESS MY HAND officially as the City Clerk of the City of Willmar, Minnesota, this 3rd day of March, 2025.

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

RESOLUTION NO. 2025-028

A RESOLUTION TO DEFER COUNCIL ACTION ON WILLMAR MUNICIPAL UTILITIES COMMISSION RESOLUTION NO.

9

Motion By: Ask

Second By: Butterfield

WHEREAS, the Willmar City Charter Section 4.05, Subdivision 5, allows the Willmar City Council to overrule any decision, motion, resolution, rule, regulation, or order of the Willmar Municipal Utilities Commission (Commission) at its next meeting following the City Clerk's receipt of the minutes of the Commission, but further provides that if the council desires to consider the matter further it may by resolution defer action on the matter for a period not to exceed 30 days or to the next scheduled city council meeting.

WHEREAS, the Commission acted and approved its Resolution No. 9, Real Property Purchase Agreement, at its February 24, 2025, meeting.

WHEREAS, the Willmar City Council desires to consider Resolution No. 9, Real Property Purchase Agreement, further in order gather and review additional information concerning the real estate transaction that is the subject the purchase agreement approved by the Commission in its Resolution No. 9.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar, that pursuant to Charter Section 4.05, Subdivision 5, the City Council hereby defers council action on the matter of Resolution No. 9, Real Property Purchase Agreement, approved by the Commission on February 24, 2025, for a period of 30 days.

Dated this 3rd day of March 2025

_____/S/ Douglas E. Reese
MAYOR

Attest:

_____/S/Vernae Larsen
CITY CLERK

Resolution No. 2025-029

A RESOLUTION AWARDING PROJECT NO. 2501-A TO KURILLA CONTRACTING IN THE AMOUNT OF \$411,157.40.

Motion By: Fagerlie Second By: Gardner

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Kurilla Contracting of Buffalo, MN for Project No. 2501-A 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 \$411,157.40.

Dated this 3rd day of March, 2025

_____/S/ Douglas E. Reese
Mayor

Attest:

_____/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2025-030
PROJECT NO. 2501-A AS-BID BUDGET
TOTAL COST \$545,600

*Budget Amounts are Essential

Motion By: Fagerlie Second By: Davis

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	\$53,400
Community Investment/Levy	\$335,000
MSA	\$0
MUC	\$103,700
WTP	\$53,500
LOST	\$0

TOTAL \$545,600

SUPPLIES

20* Office Supplies
21* Small Tools
22* Motor Fuels & Lubricants
23* Postage

FINANCING

GENERAL	\$388,400
LOST	\$0
MSA	\$0

24 Mtce. of Equipment	WTP	\$53,500
25 Mtce. of Structures	MUC	\$103,700
26 Mtce. of Other Improvements		
27 Subsistence of Persons	TOTAL	\$545,600
28 Cleaning & Waste Removal		
29* General Supplies	GRAND TOTAL	\$545,600
TOTAL		\$0.00

Dated this 3rd day of March, 2025

OTHER SERVICES

33* Travel-Conf.-Schools		
34 Mtce. of Equipment	<u>/S/ Douglas E. Reese</u>	
35 Mtce. of Structures	Mayor	
36* Mtce. of Other Impr.	\$411,200	
37 Subsistence of Persons	Attest:	
38 Cleaning & Waste Removal		
39* Other Services	\$20,600	
TOTAL	\$431,800	<u>/S/Vernae Larsen</u>
		City Clerk

OTHER CHARGES

46* Prof. Serv.	\$113,800
49 Other Charges	\$0
TOTAL	\$113,800
GRAND TOTAL	\$545,600

Resolution No. 2025-031

A RESOLUTION AWARDING PROJECT NO. 2508 TO PEARSON BROS, INC. IN THE AMOUNT OF \$213,515.30.

Motion By: Fagerlie Second By: Gilbertson

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Pearson Bros, Inc. of Hanover, MN for Project No. 2508 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 \$213,515.30.

Dated this 3rd day of March, 2025

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2025-032
PROJECT NO. 2508 AS-BID BUDGET
TOTAL COST \$256,200

*Budget Amounts are Essential

Motion By: Gilbertson

Second By: Fagerlie

Code

PERSONNEL SERVICES

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

TOTAL \$0.00

RECEIVABLES

Assessments Prop Owners \$0
Community Investment/Levy \$256,200
MSA \$0
MUC \$0
WTP \$0
LOST \$0

TOTAL \$256,200

SUPPLIES

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

TOTAL \$0.00

FINANCING

GENERAL \$256,200
LOST \$0
MSA \$0
WTP \$0
MUC \$0

TOTAL \$256,200

GRAND TOTAL \$256,200

Dated this 3rd day of March, 2025

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$213,600
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$10,700

TOTAL \$224,300

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

OTHER CHARGES

46* Prof. Serv. \$31,900
49 Other Charges \$0

TOTAL \$31,900

GRAND TOTAL \$256,200

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

MINUTES

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

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

Members Absent: Steve Dresler; and Stacy Holwerda.

Others Present: Christopher Corbett (Director of Planning & Development); Christopher Frank (City Planner); and Ben Fischer (Applicant).

1. Vice-Chairman Buzzeo called for order at 6:02PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Minutes:
 - 4.1. **Commissioner Newberg motioned, seconded by Commissioner Fils-Aime, to approve the February 5, 2025 meeting minutes. The motion passed unanimously.**
5. General Public Testimony: None.
6. **REGULAR BUSINESS**

6.1 HEARING AND ACTION

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

This matter came before the Commission for briefing on February 5, 2025. Planner Frank and Mr. Fischer provided updates for the proposed zoning map amendment to rezone two properties from R-2 to GB-3 to allow for a triplex and future business development. The proposed triplex use would be allowed as a conditional use permit within the GB-3 zone. The future development is currently proposed as a contractor shop that would provide stalls for multiple smaller contractors to rent out as their shops.

Planner Frank gave further update that since the briefing on February 5, 2025, changes had occurred to the preliminary and final plats regarding the setbacks. The predominant setbacks in the area are 0' and right up to the property line. The property is located in the Renaissance Zone, which also

allows the possibility of building with 0' setbacks. However, WMU and plat ordinance requires utility easements along lot lines that would restrict that ability to have a 0' setback. With the agreement of Mr. Fischer, Planning & Development, Engineering, and WMU, a compromise was reached for 5' setbacks along Benson Ave and 6th St. As part of the agreement, Mr. Fischer also agreed to dedicate 5' of additional right-of-way for 6th St.

The public hearing was opened at 6:25 p.m. Nobody from the public appeared for the public hearing. The public hearing was closed at 6:27 p.m.

The Commissioners followed with brief discussion on the mechanics of motions for both the zoning map amendment and conditional use permit.

Commissioner Poe moved to recommend the zoning map amendment to the City Council. The motion was seconded by Commissioner Newberg and passed unanimously.

Commissioner Poe moved to approve the conditional use permit, contingent upon City Council approval of the zoning map amendment. The motion was seconded by Commissioner Fils-Aime and passed unanimously.

The Planning Commission reviewed the conditional use permit and made the affirmative findings of fact required by the zoning ordinance.

6.2 PLATS

6.2.1 BEN FISCHER: FISCHER ADDITION PRELIMINARY AND FINAL PLAT APPROVAL

Mr. Fisher presented a replat to create Lots 1-3 of Block 1 of Fischer First Addition, with future plans to develop a multiple contractor shop.

Commissioner Poe moved to approve the preliminary and final plat. The motion was seconded by Commissioner Fils-Aime and passed unanimously.

6.3 BRIEFINGS

6.3.1 LAPATKA RIGHT-OF-WAY CORRECTION: ROW VACATION & EASEMENTS

Location: 2333 GORTON AVE NW; Parcel #: 95-380-0130; Ward 1.

The city proposed a right-of-way correction to clarify the city right-of-way lines along the Lapatka property. The proposal included vacating a portion of the right-of-way over Lapatka's property and receiving easements in favor of the city for utility access, and creating a block easement around a dam area for city maintenance.

No action was taken as this was a briefing item.

6.3.2 CHRISTIANSON PLLP: MAJOR SUBDIVISION

Location: East HWY 12, Adjacent to DQ; Parcel #: 95-913-0990; Ward 3.

Christianson PLLP proposed a major subdivision to split off a portion of property bordering HWY 12 E and combine in to another adjacent lot, for the development of a new office building. The proposal included replatting the property to combine lots to create two lots, one containing the proposed new building, and an adjacent lot to the SE.

No action was taken as this was a briefing item.

7. DIRECTOR'S REPORT

Broadband Project: The City Council, at the March 3rd meeting, motioned for the project to continue moving forward as planned.

Corner Home Medical Building: The city is preparing to market the property for sale with asking price to be set at \$1 Million.

Joint Work Session with City Council: A joint work session will be held on March 24th, with refreshments beginning at 6:00PM and session starting at 6:30PM at the four season shelter on Robbins Island to discuss the draft comprehensive plan, Safe Streets for All Plan, and other related plans.

8. MISCELLANEOUS

Refresher Training: The Commissioners requested a yearly refresher training on their roles and responsibilities whenever a future meeting has a light schedule.

Railroad Project Update: The Commissioners discussed the future development of the rail yard.

Single-Family Housing Shortage: The Commissioners inquired about any interest from developers in addressing the housing shortage.

Senior Housing: The Commissioners discussed the need for more senior housing options, including affordable options.

9. ADJOURN

Commissioner Fils-Aime moved to adjourn the meeting. The motion was seconded by Commissioner Poe and passed unanimously. The meeting was adjourned at 7:15PM.



CITY OF WILLMAR

FILE #: _____

ZONING ORDINANCE AMENDMENT APPLICATION

Applicant: Ben Fischer
Phone Number: 320-212-2350 Email: dadsdelivery@gmail.com
Signature: Ben Fischer Date: 1-27-25

MAP/DISTRICT AMENDMENT:

Applicant Property Interest: 425 Litchfield Ave SE

Property Owner: Ben Fischer

Address of Property: _____ Parcel #: _____

Legal Description:

See attached

Zoning District: Current R2 Proposed GB-3

Proposed Use, Development, or Construction: Property will be a triplex. Existing structure was relocated to Western lot. Historically the building was a triplex

ORDINANCE TEXT AMENDMENT:

Ordinance Section to be Amended: _____

Type of Amendment: ☐ Delete ☐ Amend ☐ Addition

Reason for Amendment: _____

Proposed Amendment: _____

(For staff use only)

Commission Date: _____ Council Date: _____

Application Fee: \$400.00 to City of Willmar ☐ _____

waived: Renaissance Zone

Zoning Administrator

roperty ID Number: 95-630-0830

425 LITCHFIELD AVE SE WILLMAR CITY

roperty Description: .00

SECT-14 TWP-119 RANG-35 BLK-004 PAULSON & SUNDE'S SUBD
OF LOT D EASTERN AD PART OF LOT 22:COM.AT A PT.ON N.LINE
OF LITCH- FIELD AV.WHICH IS 100'W. FROM INTERSECTION OF W.
80LINE OF SEC.14-119-35 &N.LINE OF LITCH.AVE. WHICH 80LINE
IS E.LINE OF 6TH ST.E.TH. W.57' TH

40419-T

'roperty ID Number: 95-630-0860

427 LITCHFIELD AVE SE WILLMAR CITY

'roperty Description: .00

SECT-14 TWP-119 RANG-35 BLK-004 PAULSON & SUNDE'S SUBD
OF LOT D EASTERN AD A TRACT OF LAND DES.AS
FOLLOWS:COM. AT A PT.ON N.LINE OF LITCH.AVE. WHICH IS
50'W-MEAS.ALONG N.LINE OF LITCH.AV.-FROM THE
INTERSECTION OF THE W.80LINE OF SEC. 14 TWP.119

40419-T

**City of Willmar
RENAISSANCE ZONE APPLICATION**

NOTE: Information in this application will be provided to **Willmar Planning Commission and/or Development Committee** followed by approval of the **Willmar City Council**. Personal and private information, such as tax IDs, will remain confidential. Projects requesting tax abatement, TIF, free City-owned land, or alteration in zoning will be scored by the Willmar Planning Commission & Development Committee using the "Renaissance Zone Rubric."

APPLICANT INFORMATION

Business Name (if applicable):

Type of business: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership

Applicant/Contact Name: Ben Fischer

Applicant Address: 85789 US HWY 71 Danube, MN 56230

Email: dadsdelivery@gmail.com

Phone: (320) 212-2350

Have you declared bankruptcy within the last seven (7) years? ☒ No ☐ Yes (attach explanation)

Do you have any pending lawsuits, civil or criminal? ☒ No ☐ Yes (attach explanation)

Co-Applicant Name (if applicable):

Co-Applicant Address:

Email:

Phone:

Property Owner Name (if different):

Property Owner Address:

Email:

Phone:

PROJECT INFORMATION

Site Address: 425 Litchfield Ave SE

Parcel ID: 95-630-0830 + 0860

Legal Description:

See Attached

Property Status: ☐ Owner Occupied ☐ Leased ☒ Vacant

Current Assessed Property Value: \$61,500

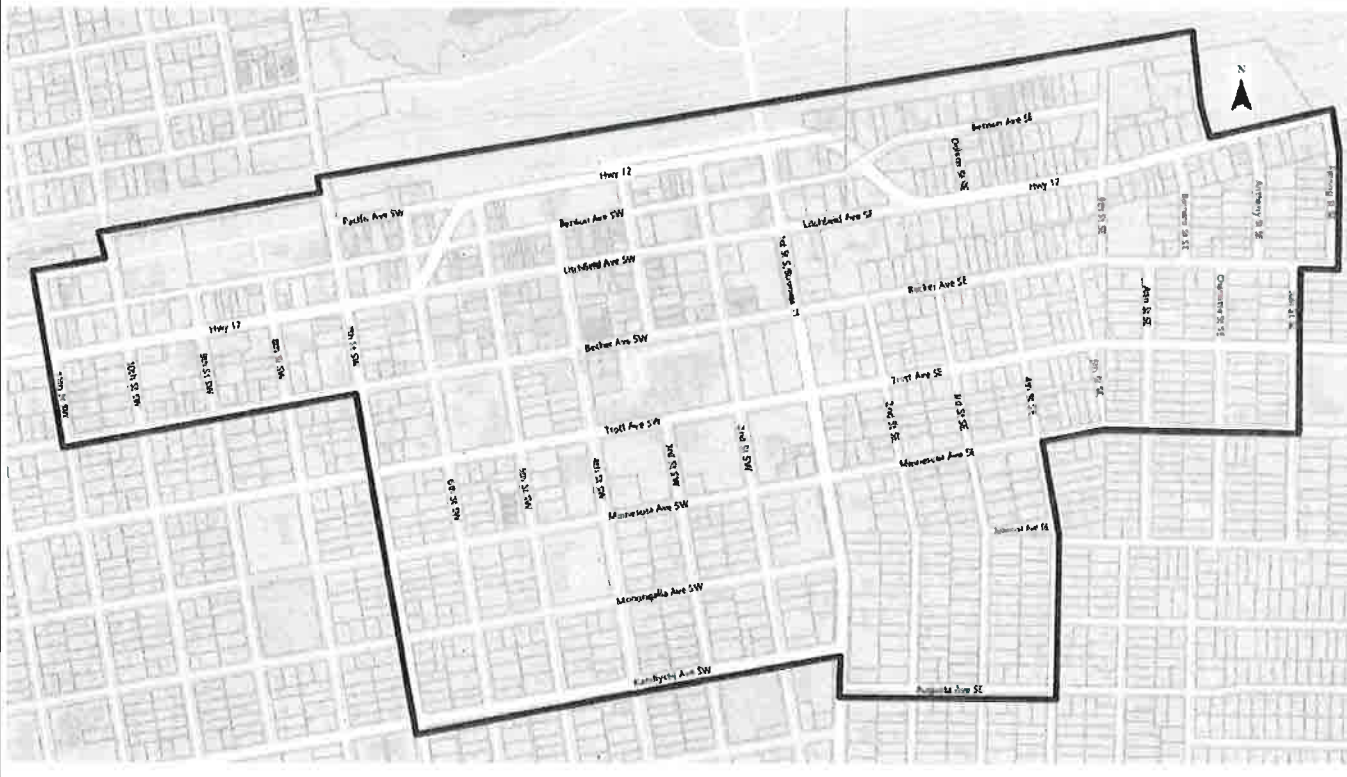
Current Annual Property Tax: ~ \$1,100

Current & Proposed Use of Property (list each storefront & its use if applicable):

Current: Vacant Proposed: Triplex w/ parking lot

Square Footage of the Lot & Building – (Current and Proposed; list each floor separately):

11,427 sq. ft.

Type of Project (circle all that apply):	
New Construction	<u>Rehabilitation</u>
<u>Residential</u>	Retail
Office	<u>Mixed-Use</u>
Certify Building is located In Renaissance Zone: <u>Yes</u> No (Please mark general project location on below map)	
Certify Building is located in Renaissance Zone: <u>Yes</u> No	
Project's Estimated Start Date: <u>Jan 2025</u>	Project's Estimated Completion Date: <u>Dec. 2025</u>
	
PROJECT SUMMARY	
(Please include scope of work, a detailed cost estimate of the work to be completed; describe rental/ownership housing income mix, expected date of 95% occupancy; initial operating reserves prior to lease-up; and describe the impact this project has on any historic-or heritage-designated properties - Add attachments as necessary) <u>Triplex that is currently gutted to be improved w/ parking lot following combination of parcels and replat of surrounding area to allow for further development of area.</u> <u>Rezone of Triplex and CUP will be required for proposed use which this application is supplementing.</u>	

ADDITIONAL DOCUMENTS NEEDED

1. Project Budget
2. Current photos of site or existing building(s)
3. Scale drawings and specifications of proposed improvements - *Plats provided*

To fully explain your project to the Development Committee, Planning Commission, and City Council, please provide all necessary site plan(s), landscape design documents, building plan(s), exterior elevation(s), interior elevation(s), interior perspectives/renderings & exterior perspectives/renderings.

ADDITIONAL APPLICATION FORMS

- | | | |
|--|--|--|
| ☒ Open Zoning (Form A) | ☐ Heritage Designation (Form B) | ☐ Free City Land (Form C) |
| ☐ TIF (Form D) | ☐ Tax Abatement (Form E) | ☐ Storefront Façade Loan (Form F) |

OWNER'S CERTIFICATION

I certify that all statements in this application are an accurate representation as of on this date and are made for the purpose of obtaining Willmar Renaissance Zone incentives. Verification and re-verification of any information contained in this application may be made at any time by City of Willmar, its agents, successors and assigns, either directly or another source named in this application at any time while checking the information herein. The City of Willmar reserves the right to reject any application for whatever reason.

Owner's Signature:

B. F. Fitch

Date:

1-29-25

Owner's Signature:

Date:

property ID Number: 95-630-0830

425 LITCHFIELD AVE SE WILLMAR CITY

property Description: .00

SECT-14 TWP-119 RANG-35 BLK-004 PAULSON & SUNDE'S SUBD
OF LOT D EASTERN AD PART OF LOT 22:COM.AT A PT.ON N.LINE
OF LITCH- FIELD AV.WHICH IS 100'W. FROM INTERSECTION OF W.
80LINE OF SEC.14-119-35 &N.LINE OF LITCH.AVE. WHICH 80LINE
IS E.LINE OF 6TH ST.E.TH. W.57' TH

40419-T

property ID Number: 95-630-0860

427 LITCHFIELD AVE SE WILLMAR CITY

property Description: .00

SECT-14 TWP-119 RANG-35 BLK-004 PAULSON & SUNDE'S SUBD
OF LOT D EASTERN AD A TRACT OF LAND DES.AS
FOLLOWS:COM. AT A PT.ON N.LINE OF LITCH.AVE. WHICH IS
50'W-MEAS.ALONG N.LINE OF LITCH.AV.-FROM THE
INTERSECTION OF THE W.80LINE OF SEC. 14 TWP.119

40419-T

**BEN FISCHER RENAISSANCE ZONE DEVELOPMENT – 425 LITCHFIELD AVE SE:
ZONING MAP AMENDMENT, CONDITIONAL USE PERMIT, AND REPLAT**

Departmental Reviews:

WMU Water:

There are multiple adequate water services in this area and any unused services will need to be removed at the time of new construction by the owner in regards to any vacant lots that previously had structures upon them.

WMU Electric:

We do have electric service available that runs along the south side of Benson Ave, anything needed inside the property for service would be at the cost of the customer, services, meter hookup fees, etc.

Planning & Development:

There were additional issues with utility easements for the replat. Current zoning for the renaissance zone and the predominant setbacks for the area would possibly allow Mr. Fischer to build up to the property line in this zone. However, our subdivision ordinance requests 6' utility easements for the purpose of a continuous 12-foot right-of-way for utility easement purposes.

Previous exceptions have been made for similar renaissance zone property, most recently being Block 25. Block 25 was limited to 5' utility easements around the entire lot. Similarly, the parties negotiated 5' along the lot lines for this project as well.

Fire:

No Issues

Police:

No Comments.

Public Works:

No Issues.

Building Official:

Continue to work with the planning department on the building permit process.

Engineering:

See attached letter.

FISCHER FIRST ADDITION

Part of Lot 22, Block 4 and vacated street of Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar, and part of the NW 1/4 of NW 1/4 of Section 14, Township 119, Range 35, more particularly described by metes and bounds as follows, to-wit: Beginning at a point on the North line of Litchfield Avenue in said City of Willmar, which point is 100 feet Westerly as measured along the North line of said Litchfield Avenue, from the intersection of said North line of Litchfield Avenue and the East line of said NW 1/4 of NW 1/4, which said East line of said NW 1/4 of NW 1/4 is also the East line of Sixth Street East in the City of Willmar; thence Northerly and parallel with the West line of said Lot 22, a distance of 100 feet; thence Easterly and parallel with the North line of said Litchfield Avenue a distance of 68 feet to the West line of said Sixth Street East; thence Northerly on and along the said West line of said Sixth Street East to the point made by the intersection of the South line of Benson Avenue East in the City of Willmar and the West line of said Sixth Street East; thence Westerly to the Northeast corner of Lot I, Block 4, Paulson and Sunde's Subdivision of Lot D Eastern Addition to Willmar; thence Southwesterly on and along the Easterly lines of Lots 1, 2 and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar to the Southeast corner of said Lot 3; thence Westerly on and along the Southerly line of said Lot 3 a distance of 21.8 feet more or less to a point 100 feet Easterly from the Southwest corner of said Lot 3 as measured along the Southerly line thereof; thence southerly and parallel with the West line of said Lot 22 a distance of 136.5 feet to the North line of said Litchfield Avenue; thence Easterly on and along the North line of said Litchfield Avenue a distance of 57 feet to the point of beginning.

Has caused the same to be surveyed and platted and hereafter known as FISCHER FIRST ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements created by this plat.

In witness whereof said Ben Fischer, a single person, has hereunto set his hand this _____ day of _____, 20____.

(Notary Signature)

I, Benjamin C. O'Malley, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01 Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Benjamin C. O'Malley, Licensed Land Surveyor
Minnesota Registration No. 42300

STATE OF MINNESOTA)
COUNTY OF _____) SS
This instrument was acknowledged before me on the ____ day of _____, 20____, by Benjamin C. O'Malley, Licensed Land Surveyor, Minnesota
Registration No. 42300.

(Notary Signature) (Notary Printed Name)

Notary Public Kandiyohi County, State of Minnesota
My Commission Expires: _____

I, hereby certify that the proper evidence of title has been presented to me and that all parties with an interest in said property have been included in the execution of the above instrument. Dated this _____ day of _____, 20____.

ATTORNEY

Approved by the Planning Commission of the City of Willmar, Kandiyohi County, Minnesota, this _____ day of _____, 20____.

CHAIRMAN

CLERK

Approved by the City Council of the City of Willmar, Kandiyohi County, Minnesota, this day of , 20

MAYOR _____ CLERK _____

Approved this _____ day of _____, 20____.

ENGINEER, CITY OF WILLMAR

I, hereby certify that all taxes are paid for the year _____ for the land herein described

KANDIYOHI COUNTY TREASURER

No delinquent taxes and transfer entered this _____ day of _____, 20____.

KANDIYOHI COUNTY AUDITOR

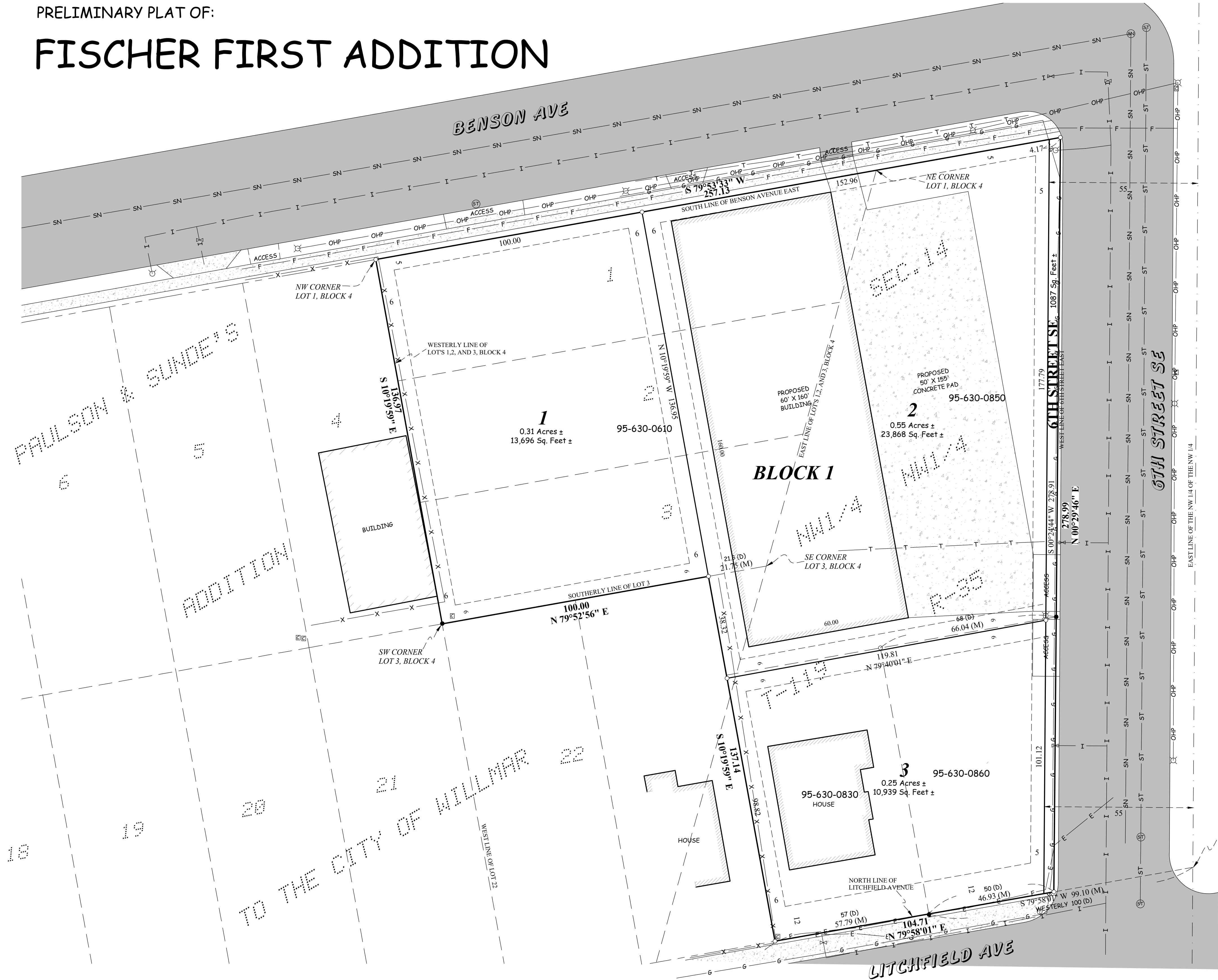
I, hereby certify that the within instrument was filed in this office for record on the _____ day of _____, 20____, at _____ o'clock ____M. and was duly recorded as Folder No. _____; and as Document No. _____.

KANDIYOHI COUNTY RECORDER



PRELIMINARY PLAT OF:

FISCHER FIRST ADDITION

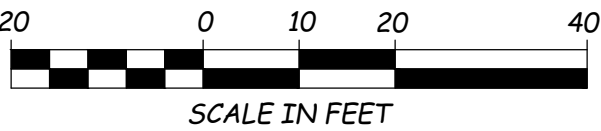
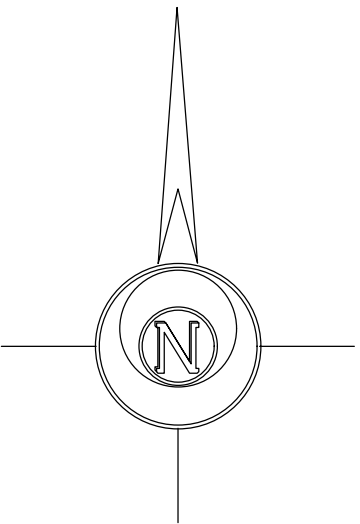


LEGAL DESCRIPTION

Lots, 1,2, and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar

Part of Lot 22, Block 4 and vacated street of Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar, and part of the NW 1/4 of NW 1/4 of Section 14, Township 119, Range 35, more particularly described by metes and bounds as follows, to-wit: Beginning at a point on the North line of Litchfield Avenue in said City of Willmar, which point is 100 feet Westerly as measured along the North line of said Litchfield Avenue, from the intersection of said North line of Litchfield Avenue and the East line of said NW 1/4 of NW 1/4, which said East line of said NW 1/4 of NW 1/4 is also the East line of Sixth Street East in the City of Willmar; thence Northerly and parallel with the West line of said Lot 22, a distance of 100 feet; thence Easterly and parallel with the North line of said Litchfield Avenue a distance of 68 feet to the West line of said Sixth Street East; thence Northerly on and along the said West line of said Sixth Street East to the point made by the intersection of the South line of Benson Avenue East in the City of Willmar and the West line of said Sixth Street East; thence Westerly to the Northeast corner of Lot 1, Block 4, Paulson and Sunde's Subdivision of Lot D Eastern Addition to Willmar; thence Southwesterly on and along the Easterly lines of Lots 1, 2 and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar to the Southeast corner of said Lot 3; thence Westerly on and along the Southerly line of said Lot 3 a distance of 21.8 feet more or less to a point 100 feet Easterly from the Southwest corner of said Lot 3 as measured along the Southerly line thereof; thence southerly and parallel with the West line of said Lot 22 a distance of 136.5 feet to the North line of said Litchfield Avenue; thence Easterly on and along the North line of said Litchfield Avenue a distance of 57 feet to the point of beginning.

Commencing at a point on the North line of Litchfield Avenue, in the City of Willmar, where the same is intersected by the West line of 6th Street East in said City (which point may otherwise be described as being 50 feet more or less, West along the North line of said Litchfield Avenue, from the intersection of the West 80 line of Section 14, Township 119, Range 35 and said North line of Litchfield Avenue) thence running West along the North line of said Litchfield Avenue a distance of 50 feet; thence running North and parallel to the West line of Lot 22 of Block 4 of Paulson and Sunde's Addition to the City of Willmar a distance of 100 feet; thence running East and parallel to the North line of said Litchfield Avenue a distance of 68 feet to the West line of said 6th Street; thence running in a Southwesterly direction along the West line of said 6th Street to the place of beginning, and lying in the unplatted part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 14, and South of the Great Northern Railway, Kandiyohi County, Minnesota



- Legend
- INDICATES IRON MONUMENT PLACED
 - INDICATES IRON MONUMENT FOUND
 - INDICATES FENCE LINE
 - INDICATES STORM SEWER LINE
 - INDICATES SANITARY SEWER LINE
 - INDICATES UNDERGROUND WATER
 - INDICATES UNDERGROUND GAS
 - INDICATES UNDERGROUND ELECTRIC
 - INDICATES UNDERGROUND TELEPHONE
 - INDICATES UNDERGROUND FIBER OPTIC
 - INDICATES OVERHEAD POWER
 - INDICATES HYDRANT
 - INDICATES POWER POLE
 - INDICATES CABLE PEDESTAL
 - INDICATES WATER VALVE
 - INDICATES LIGHT POLE
 - INDICATES STORM MANHOLE
 - INDICATES SANITARY MANHOLE

NOTE: THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS PREPARED FOR AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED.

340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905
FAX 320-685-3056

PRELIMINARY PLAT PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

1004 2nd ST. SE
WILLMAR, MN 56201
PH. 320-235-4012
FAX 320-685-3056

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BENJAMIN C. O'MALLEY
MINNESOTA REGISTRATION NO. 42300

DATE: 3-5-2025

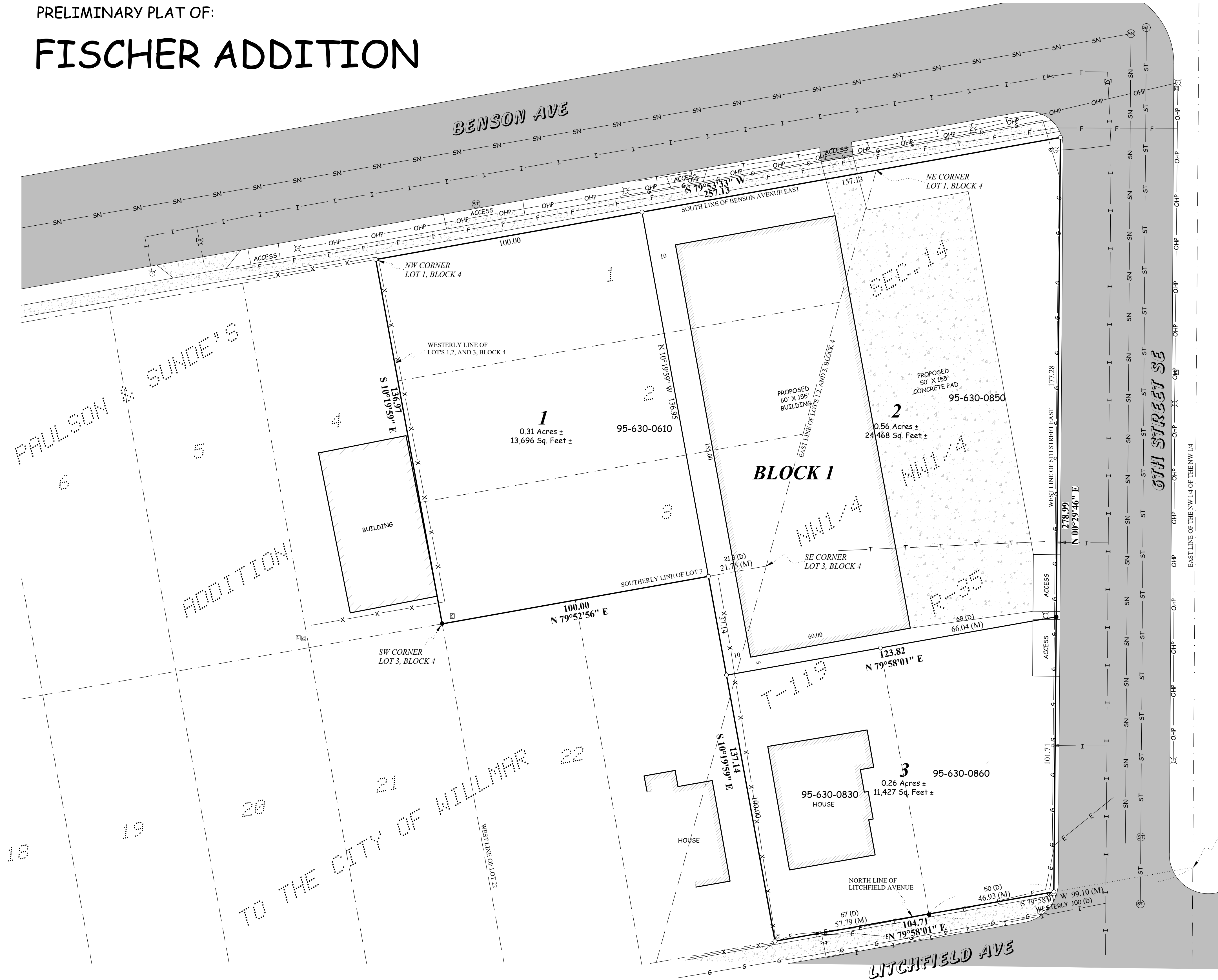
ANY COPY OF THIS DRAWING THAT IS NOT SIGNED BY THE SURVEYOR WHO PREPARED IT SHALL BE DEEMED TO BE A PRELIMINARY COPY.

SHEET 1 OF 1

PRELIMINARY PLAT PREPARED FOR:
BEN FISCHER
JOB NO: 2022-454
FILE NAME: 2022-454PP.dwg
LOCATION: 14-119-35

PRELIMINARY PLAT OF:

FISCHER ADDITION

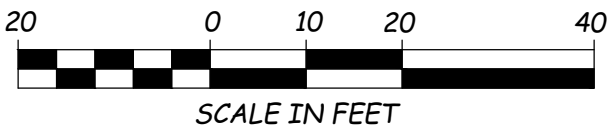
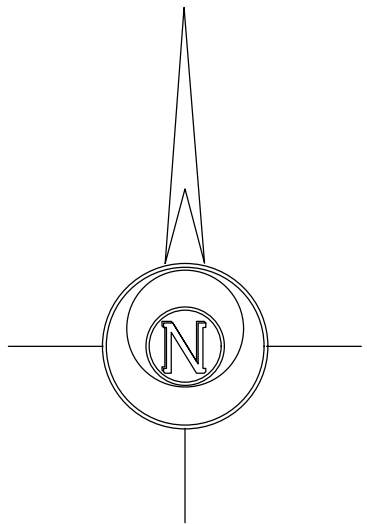


LEGAL DESCRIPTION

Lots, 1,2, and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar

Part of Lot 22, Block 4 and vacated street of Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar, and part of the NW 1/4 of NW 1/4 of Section 14, Township 119, Range 35, more particularly described by metes and bounds as follows, to-wit: Beginning at a point on the North line of Litchfield Avenue in said City of Willmar, which point is 100 feet Westerly as measured along the North line of said Litchfield Avenue, from the intersection of said North line of Litchfield Avenue and the East line of said NW 1/4 of NW 1/4, which said East line of said NW 1/4 of NW 1/4 is also the East line of Sixth Street East in the City of Willmar; thence Northerly and parallel with the West line of said Lot 22, a distance of 100 feet; thence Easterly and parallel with the North line of said Litchfield Avenue a distance of 68 feet to the West line of said Sixth Street East; thence Northerly on and along the said West line of said Sixth Street East to the point made by the intersection of the South line of Benson Avenue East in the City of Willmar and the West line of said Sixth Street East; thence Westerly to the Northeast corner of Lot 1, Block 4, Paulson and Sunde's Subdivision of Lot D Eastern Addition to Willmar; thence Southwesterly on and along the Easterly lines of Lots 1, 2 and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar to the Southeast corner of said Lot 3; thence Westerly on and along the Southerly line of said Lot 3 a distance of 21.8 feet more or less to a point 100 feet Easterly from the Southwest corner of said Lot 3 as measured along the Southerly line thereof; thence southerly and parallel with the West line of said Lot 22 a distance of 136.5 feet to the North line of said Litchfield Avenue; thence Easterly on and along the North line of said Litchfield Avenue a distance of 57 feet to the point of beginning.

Commencing at a point on the North line of Litchfield Avenue, in the City of Willmar, where the same is intersected by the West line of 6th Street East in said City (which point may otherwise be described as being 50 feet more or less, West along the North line of said Litchfield Avenue, from the intersection of the West 80 line of Section 14, Township 119, Range 35 and said North line of Litchfield Avenue) thence running West along the North line of said Litchfield Avenue a distance of 50 feet; thence running North and parallel to the West line of Lot 22 of Block 4 of Paulson and Sunde's Addition to the City of Willmar a distance of 100 feet; thence running East and parallel to the North line of said Litchfield Avenue a distance of 68 feet to the West line of said 6th Street; thence running in a Southwesterly direction along the West line of said 6th Street to the place of beginning, and lying in the unplatted part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 14, and South of the Great Northern Railway, Kandiyohi County, Minnesota



Legend

- INDICATES IRON MONUMENT PLACED
- INDICATES IRON MONUMENT FOUND
- INDICATES FENCE LINE
- INDICATES STORM SEWER LINE
- INDICATES SANITARY SEWER LINE
- INDICATES UNDERGROUND WATER
- INDICATES UNDERGROUND GAS
- INDICATES UNDERGROUND ELECTRIC
- INDICATES UNDERGROUND TELEPHONE
- INDICATES UNDERGROUND FIBER OPTIC
- INDICATES OVERHEAD POWER
- INDICATES HYDRANT
- INDICATES POWER POLE
- INDICATES CABLE PEDESTAL
- INDICATES WATER VALVE
- INDICATES LIGHT POLE
- INDICATES STORM MANHOLE
- INDICATES SANITARY MANHOLE

NOTE: THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS PREPARED FOR AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED.

340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905
FAX 320-685-3056

PRELIMINARY PLAT PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

1004 2nd ST. SE
WILLMAR, MN 56201
PH. 320-235-4012
FAX 320-685-3056

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

BENJAMIN C. O'MALLEY
MINNESOTA REGISTRATION NO. 42300

DATE: 1-29-2025

ANY COPY OF THIS DRAWING THAT IS NOT SIGNED BY THE SURVEYOR WHO PREPARED IT SHALL BE DEEMED TO BE A PRELIMINARY COPY.

SHEET 1 OF 1

PRELIMINARY PLAT PREPARED FOR:
BEN FISCHER
JOB NO: 2022-454
FILE NAME: 2022-454PP.dwg
LOCATION: 14-119-35

Findings of fact – For Conditional Use Permits (CUP) and Plan Reviews

This Commission finds that:

1. the Conditional Use Plan Review, with such conditions as the commission shall determine and attach conforms to the purpose and intent of this ordinance and is in conformity with the Comprehensive land use plan of the City.
2. That there was no factual demonstration of substantial appreciable negative impacts on values to properties in the neighborhood from the proposed Conditional Use Plan Review.
3. The conditional use plan review will not result in the destruction, loss, or damage, of the natural, scenic, or historic feature of major importance to the community.
4. That the conditional use plan review will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district as zoned.
5. That adequate utilities, access roads, storm water management, and other necessary facilities have been or are being provided.
6. Adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and maximize public safety in the public streets.
7. The conditional use plan review will be designed, constructed, operated, and managed in a manner that is compatible appearance with the existing or intended character of the surrounding area or neighborhood.

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

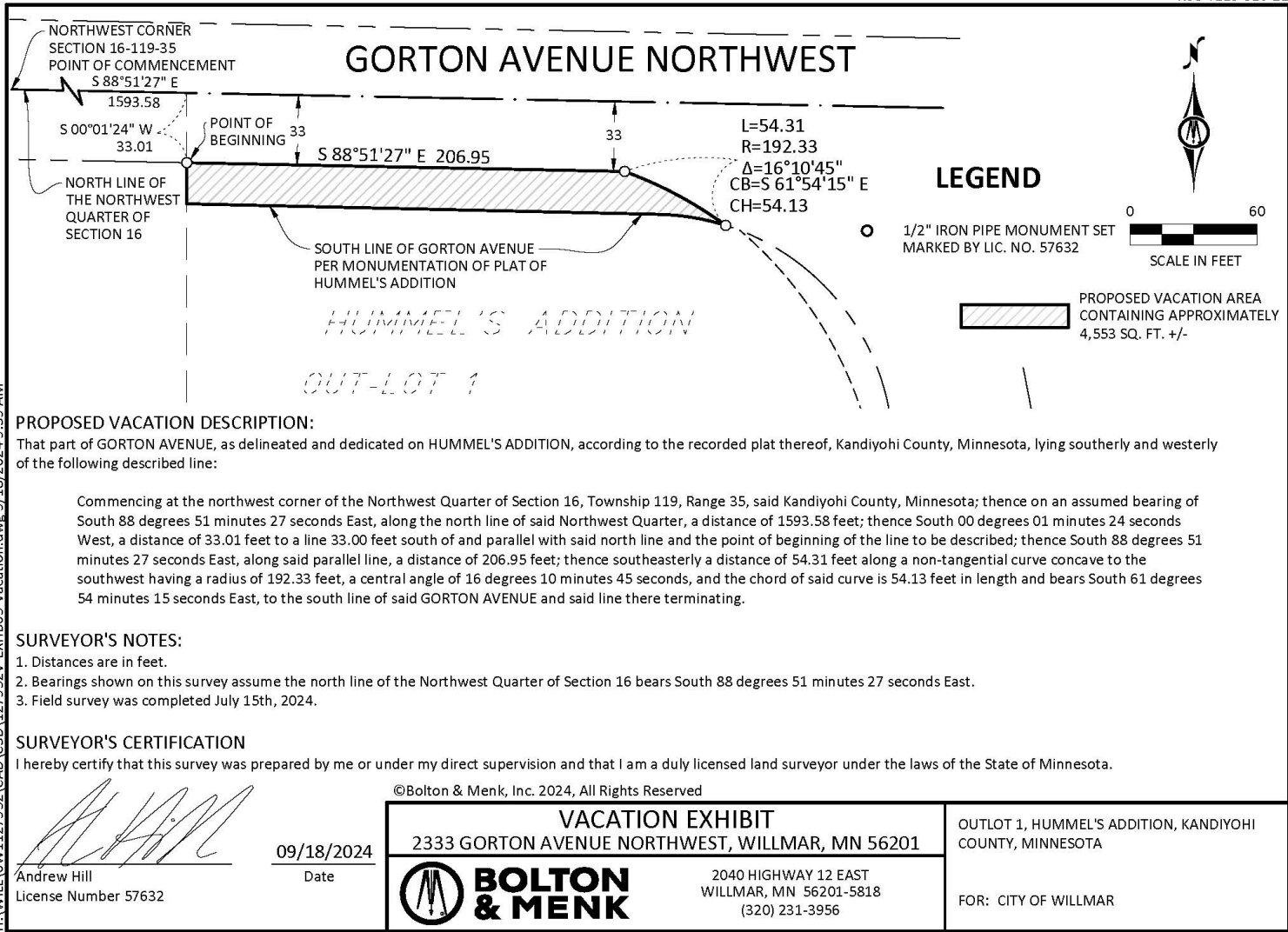
By: _____
Douglas E. Reese, Mayor

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

©Bolton & Menk, Inc. 2024, All Rights Reserved

SHEET 2 OF 2

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

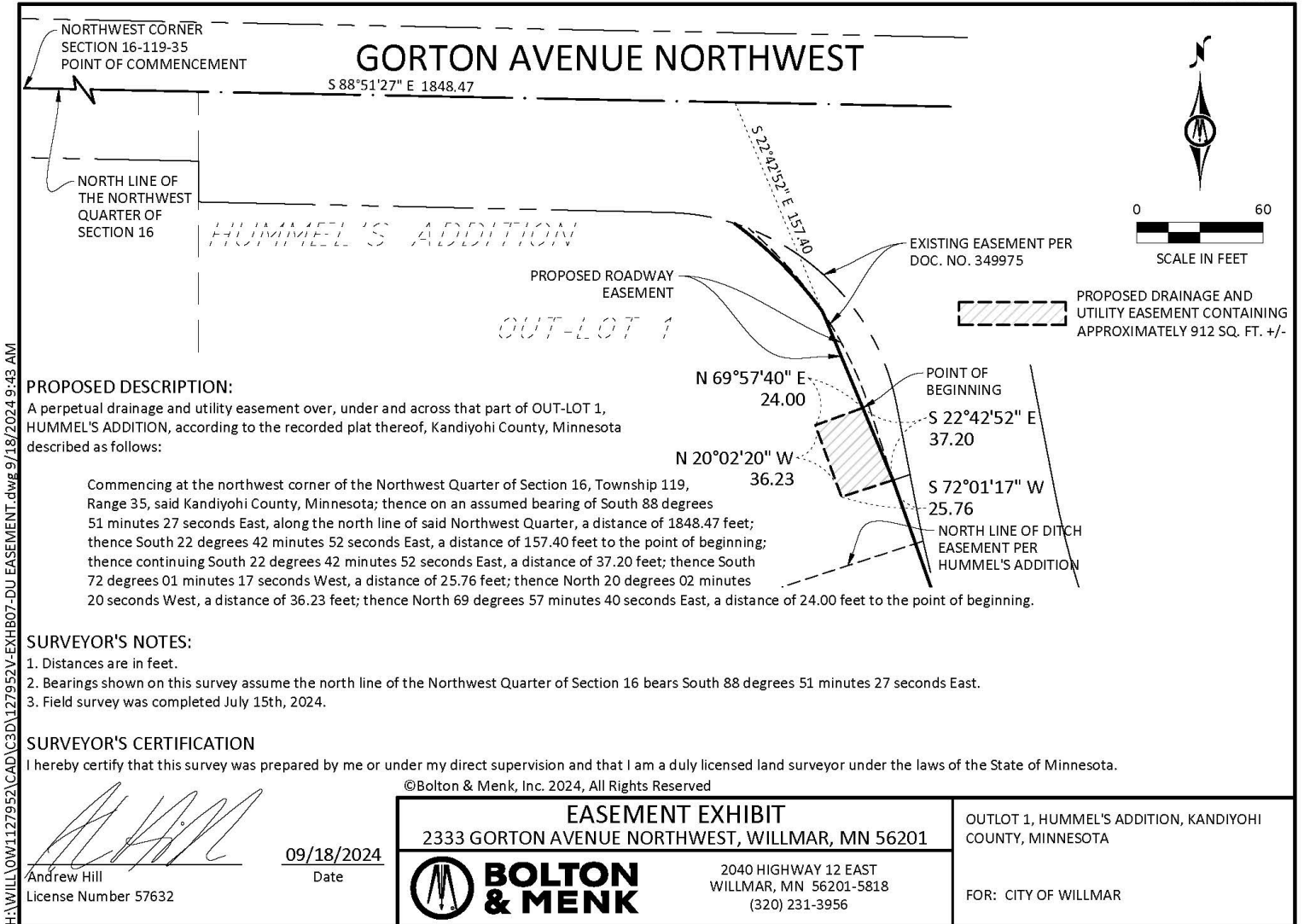
JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

EXHIBIT C – EASEMENT DEPICTION AND DESCRIPTION

R35-T119-S16-21



JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

RESOLUTION NO. _____

**RESOLUTION OF THE WILLMAR PLANNING COMMISSION RECOMMENDING
VACATION OF A PORTION OF THE GORTON AVENUE NW RIGHT-OF-WAY**

WHEREAS, the Willmar Planning Commission received Resolution No. _____ from the Willmar City Council, dated _____ initiating the process to vacate a portion of the public right-of-way on Gorton Avenue NW in the City of Willmar, Kandiyohi County, Minnesota; specifically the portion to be vacated as depicted in the attached Exhibit A, and legally described as follows:

That part of GORTON AVENUE, as delineated and dedicated on HUMMEL'S ADDITION, according to the recorded plat thereof, Kandiyohi County, Minnesota, lying southerly and westerly of the following described line:

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 and the point of beginning of the line to be described; thence South 88 degrees 51 minutes 27 seconds East, along said parallel line, a distance of 206.95 feet; thence southeasterly a distance of 54.31 feet along a non-tangential curve concave to the southwest having a radius of 192.33 feet, a central angle of 16 degrees 10 minutes 45 seconds, and the chord of said curve is 54.13 feet in length and bears South 61 degrees 54 minutes 15 seconds East, to the south line of said GORTON AVENUE and said line there terminating.

WHEREAS, the Planning Commission has reviewed and considered the same, pursuant to Charter Section 9.01, subdivision 3.

NOW, THEREFORE, BE IT RESOLVED by the Willmar Planning Commission that:

1. The Commission hereby recommends to the Willmar City Council the vacation of a portion of the Gorton Avenue right of way as described above and depicted in the attached Exhibit A

Dated this _____ day of _____, 2025

CHAIR

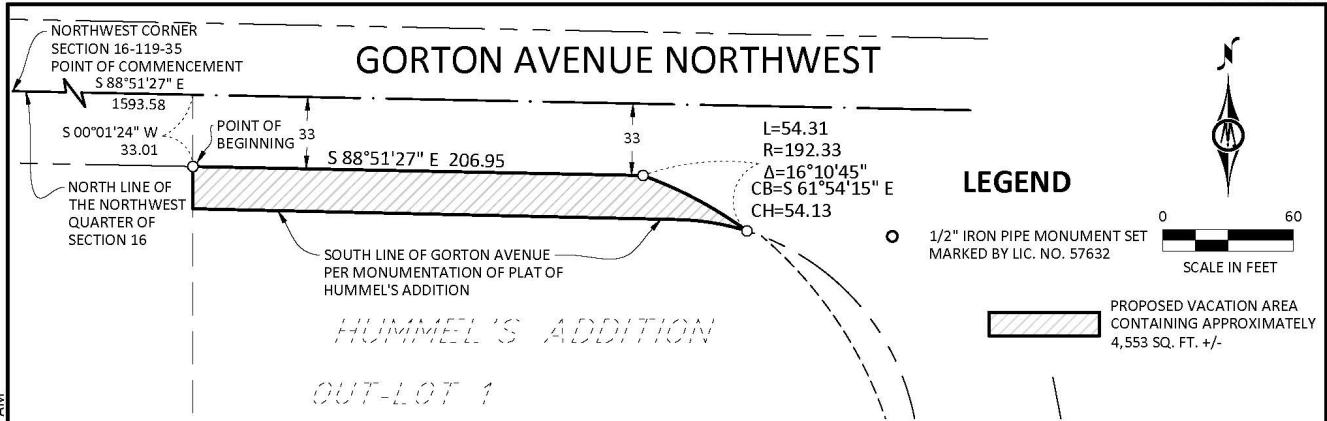
Attest:

SECRETARY

Exhibit A

VACATION DEPICTION

R35-T119-S16-21



PROPOSED VACATION DESCRIPTION:

That part of GORTON AVENUE, as delineated and dedicated on HUMMEL'S ADDITION, according to the recorded plat thereof, Kandiyohi County, Minnesota, lying southerly and westerly of the following described line:

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 and the point of beginning of the line to be described; thence South 88 degrees 51 minutes 27 seconds East, along said parallel line, a distance of 206.95 feet; thence southeasterly a distance of 54.31 feet along a non-tangential curve concave to the southwest having a radius of 192.33 feet, a central angle of 16 degrees 10 minutes 45 seconds, and the chord of said curve is 54.13 feet in length and bears South 61 degrees 54 minutes 15 seconds East, to the south line of said GORTON AVENUE and said line there terminating.

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
Andrew Hill
License Number 57632

09/18/2024
Date

©Bolton & Menk, Inc. 2024, All Rights Reserved

VACATION EXHIBIT
2333 GORTON AVENUE NORTHWEST, WILLMAR, MN 56201



2040 HIGHWAY 12 EAST
WILLMAR, MN 56201-5818
(320) 231-3956

OUTLOT 1, HUMMEL'S ADDITION, KANDIYOHI
COUNTY, MINNESOTA

FOR: CITY OF WILLMAR

JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

CITY PLANNER - SUBDIVISION APPLICATION ('22)

Print

Del

Submitted by: Andrew Hill

Submitted On: 2025-02-25 15:01:48

Submission IP: 174.213.241.23 (172.31.70.129)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: David Hillenbrand

Due Date: Open



SUBDIVISION APPLICATION

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

APPLICANT INFORMATION

FEES:
The Minor Subdivision form fee is \$200
The Major Subdivision fee is \$450 or \$350 if the preliminary and final plats are consolidated

* Date	* Applicant First Name	* Applicant Last Name
02/25/2025	Andrew	Hill
Format: MM/DD/YYYY		
* Address		
2040 US Hwy 12		
Phone Number		
* City	* State	* Zip Code
Willmar	MN	56201
City	State	Zip Code
* Phone	* Email	
6129109049	andy.hill@bolton-menk.com	

OWNER INFORMATION

* Owner:
Christianson & Associates Properties II, LLC and His Land Company, LLC
Owner

* Address

302 5th Street Southwest

Address

* City

Willmar

City

* State

mn

State

* Zip Code

56201

Zip Code

SURVEYOR INFORMATION

* Surveyor

Bolton and Menk, Inc.

Surveyor

* Address

2040 US Hwy 12

Address

* City

Willmar

City

* State

MN

State

* Zip Code

56201

Zip Code

* Applicant’s Property Interest

Owners

Applicant’s Property Interest

* Parcel

95-913-0990 95-913-1270 95-913-1000

Parcel

* Legal Description

Part of NE1/4 OF NW1/4 and NW1/4 OF NW1/4

Legal Description:

* Current Zoning District

GB-3 - General Business 3

Current

* Proposed Zoning District

GB-3 - General Business 3

Proposed

* Name of Proposed Plat

Christianson Addition

Name of Proposed Plat

* Number of Lots Proposed

3

Number of Lots Proposed

• • •

* Applicant’s Signature

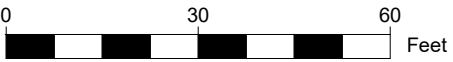
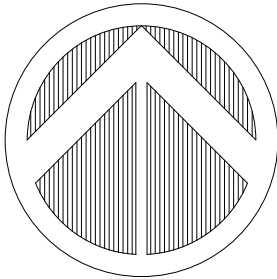
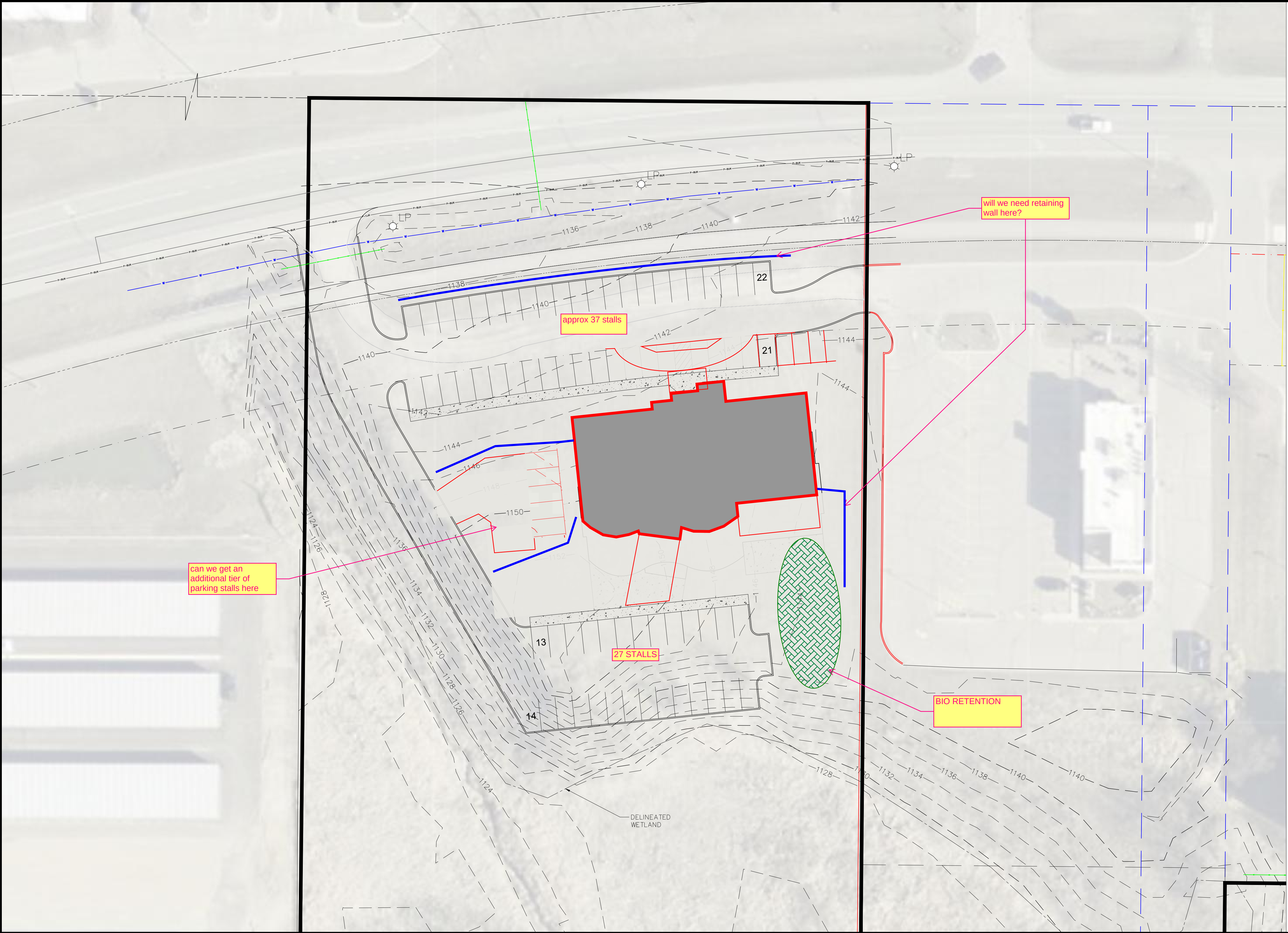
Andrew Hill

Applicant’s Signature:

* Date

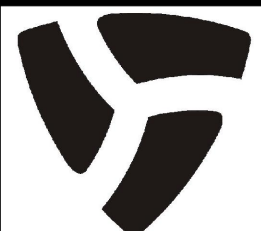
02/25/2025

Format: MM/DD/YYYY



DATE	REVISIONS	NO.	BY

© DUININCK INC. 2024. ANY USE OR REUSE OF THIS PLAN/DRAWING AND THE CORRESPONDING COMPUTER AIDED DESIGN/DRAFTING FILES WITHOUT THE EXPRESS WRITTEN CONSENT OF DUININCK INC. IS PROHIBITED. DUININCK INC. SHALL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED USE OR REUSE OF THESE MATERIAL, OR DAMAGES RESULTING THEREFROM.



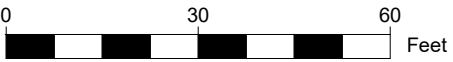
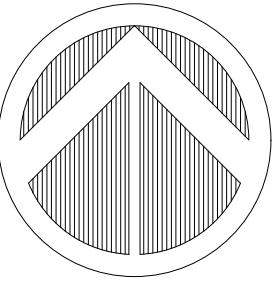
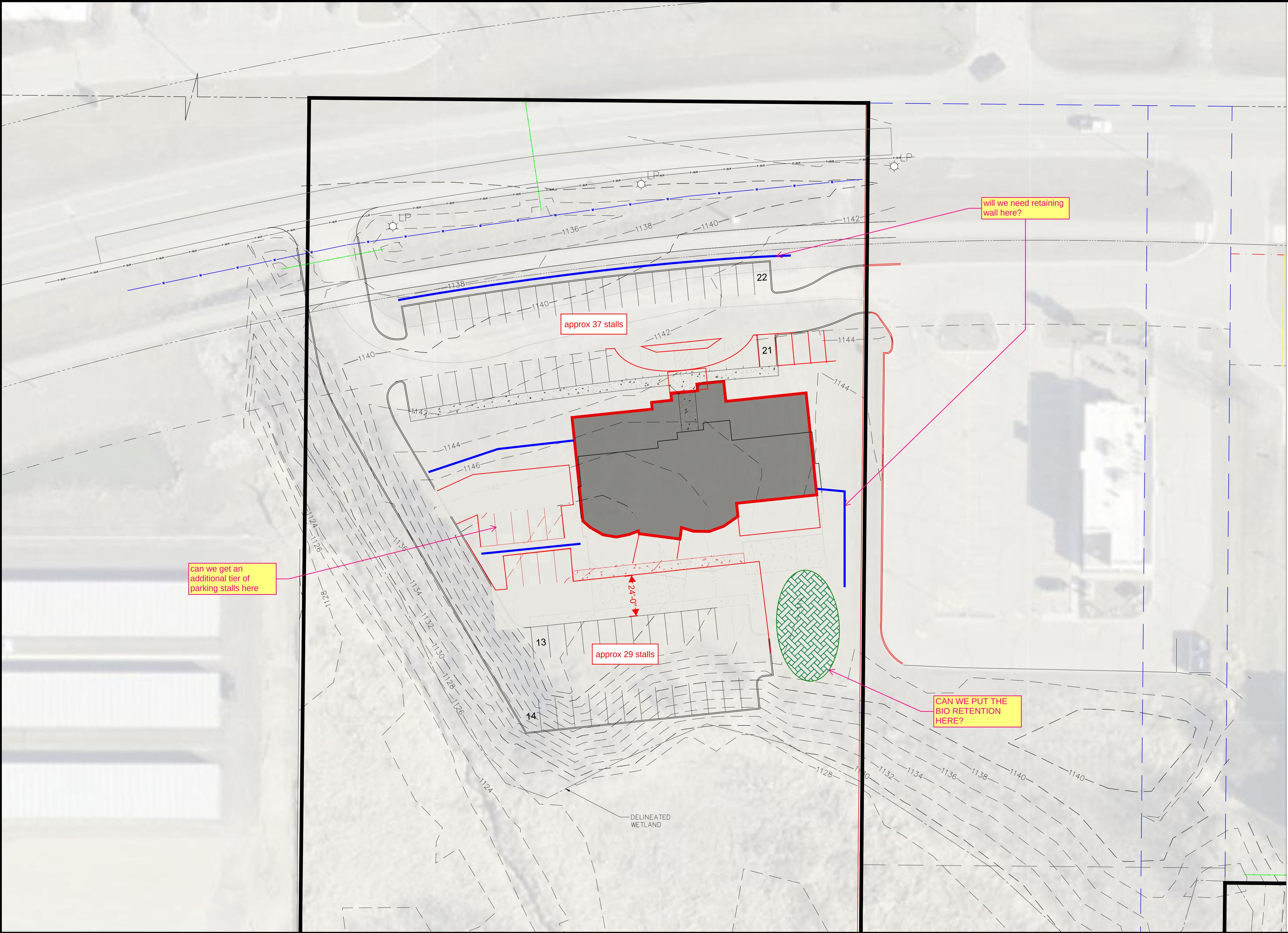
DUININCK
PHONE: (320)978-6011 FAX: (320)978-4978
P.O. BOX 208 408 SIXTH STREET
PRINSBURG, MN 56281

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

SIGNATURE: _____ DATE: _____

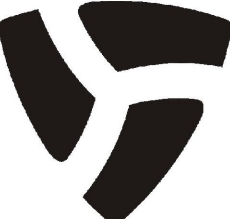
NAME: JASON VERSTEEG LIC. NO. 26505

SCALE GRAPHIC	CHRISTIANSON CPA OFFICE CIVIL CONSTRUCTION PLANS PRELIM SITE PLAN WILLMAR, MN	
DRAWN BY: JVS		
CHECKED BY: JVS	DATE OCTOBER 28, 2024	
SURVEYED BY: JB		
SHEET C3.1		



DATE	REVISIONS	NO.	BY

© DUININCK INC. 2024. ANY USE OR REUSE OF THIS PLAN/DRAWING AND THE CORRESPONDING COMPUTER AIDED DESIGN/DRAFTING FILES WITHOUT THE EXPRESS WRITTEN CONSENT OF DUININCK INC. IS PROHIBITED. DUININCK INC. SHALL NOT BE RESPONSIBLE FOR ANY UNAUTHORIZED USE OR REUSE OF THESE MATERIAL, OR DAMAGES RESULTING THEREFROM.

**DUININCK**

PHONE: (320)978-6011 FAX: (320)978-4978
P.O. BOX 208 408 SIXTH STREET
PRINSBURG, MN 56281

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

SIGNATURE: _____ DATE: _____

NAME: JASON VERSTEEG LIC. NO. 26505

SCALE
GRAPHIC
DRAWN BY:
JVS
CHECKED BY:
JVS
SURVEYED BY:
JB

CHRISTIANSON CPA OFFICE
CIVIL CONSTRUCTION PLANS
PRELIM SITE PLAN

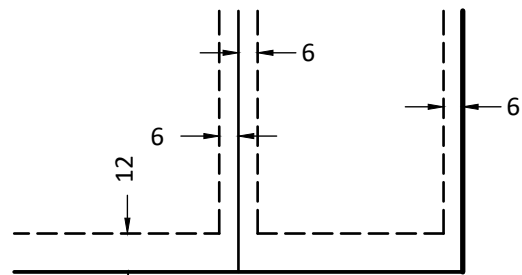
WILLMAR, MN

DATE
OCTOBER 28, 2024

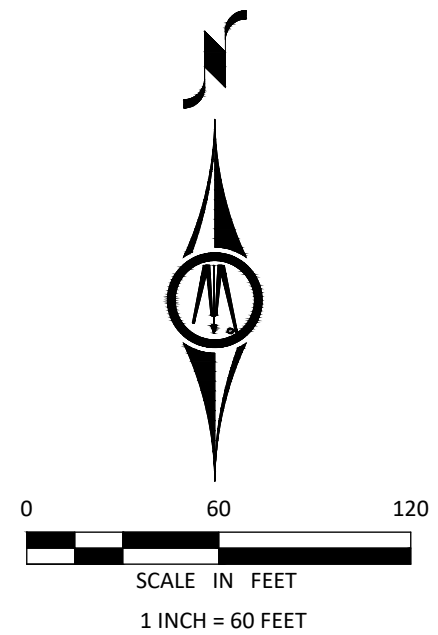
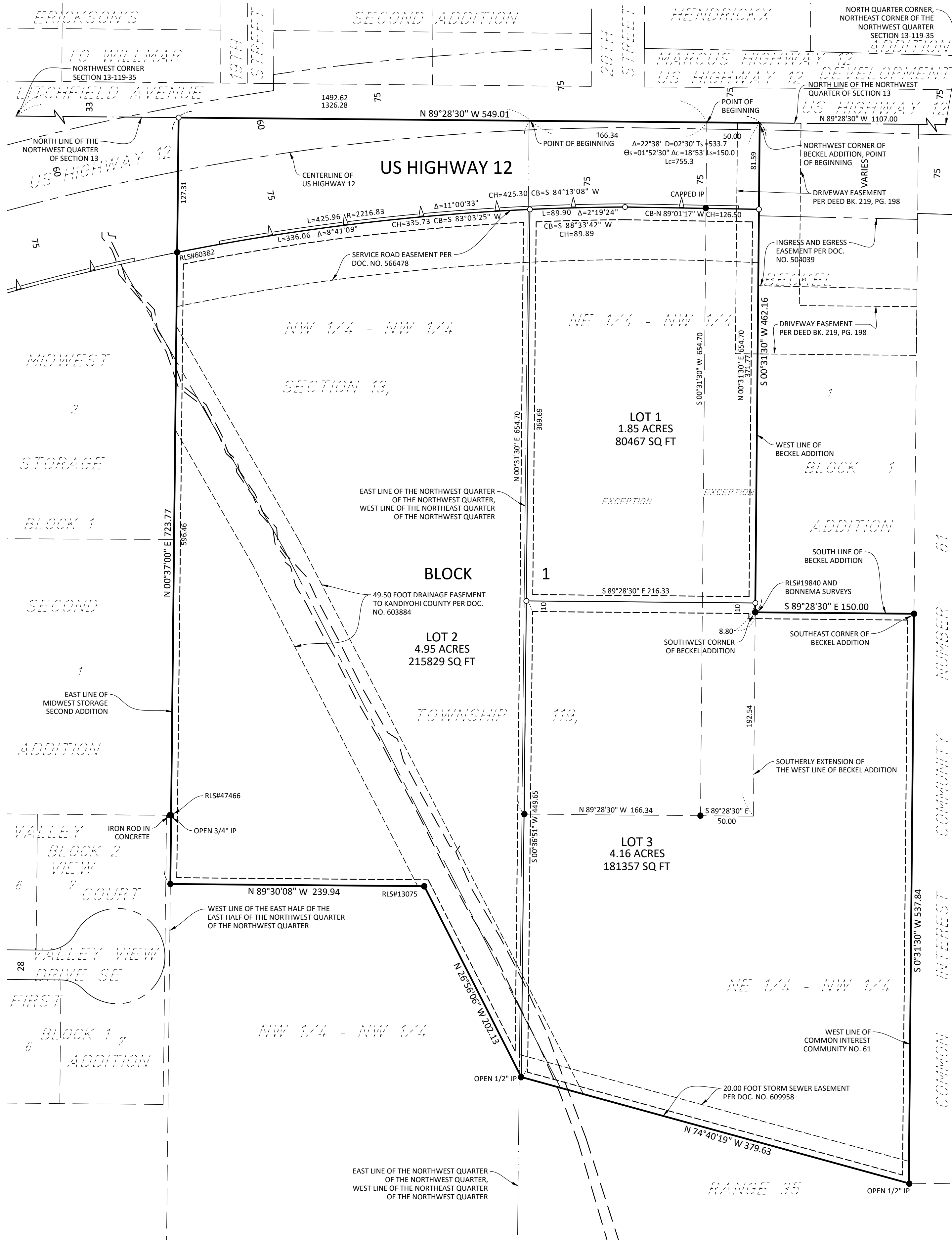
SHEET
C3.1

CHRISTIANSON ADDITION

DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:



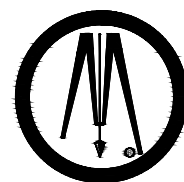
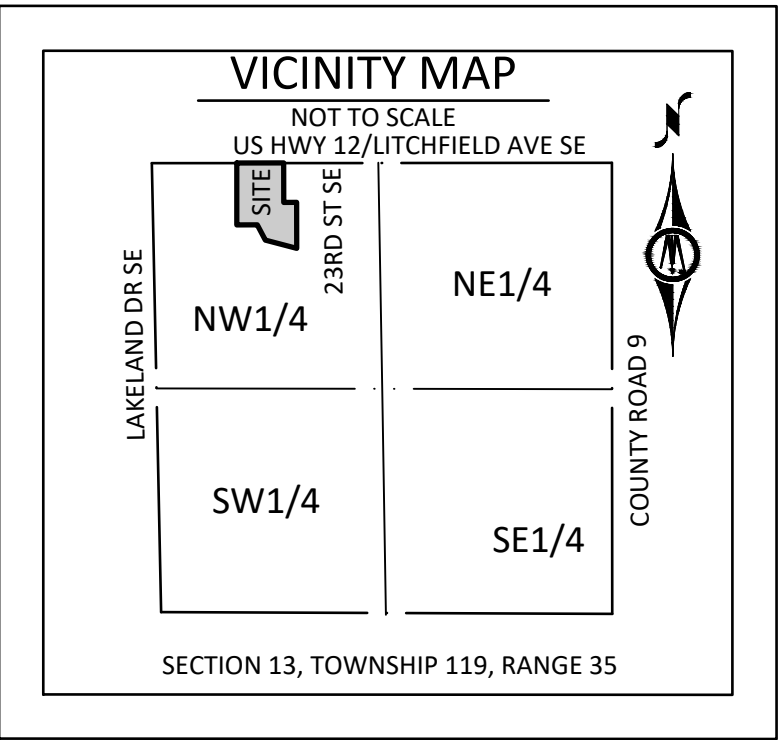
BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND REAR LOT LINES AND BEING 12 FEET IN WIDTH AND ADJOINING PUBLIC WAYS, UNLESS OTHERWISE INDICATED.



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF SECTION 13 WHICH IS ASSUMED TO BEAR NORTH 89 DEGREES 28 MINUTES 30 SECONDS WEST.

LEGEND

- 1/2" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 57632
- FOUND MONUMENT
- ACCESS RESTRICTION LINE



This Plat Prepared By:

BOLTON & MENK

2040 Highway 12 East
Willmar, MN 56201
(320)-231-3956

CHRISTIANSON ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That His Land Company, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Kandiyohi, State of Minnesota:

That part of the NE 1/4 of the NW 1/4 of Section 13, Township 119N, Range 35W of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 13; thence on a bearing of S 89°28'30" E, along the north line of said Section 13, a distance of 1326.28 feet to the point of beginning of the land to be described; thence continuing on a bearing of S 89°28'30" E, along the north line of said Section 13, a distance of 166.34 feet; thence on a bearing of S 00°31'30" W, a distance of 654.70 feet; thence on a bearing of N 89°28'30" W, a distance of 166.34 feet; thence on a bearing of N 00°31'30" E, a distance of 654.70 feet to the point of beginning.

AND

That part of the NE 1/4 of the NW 1/4 of Section 13, Township 119N, Range 35W of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 13; thence on a bearing of S 89°28'30" E, along the north line of said Section 13, a distance of 1492.62 feet to the point of beginning of the land to be described; thence on a bearing of S 00°31'30" W, a distance of 654.70 feet; thence on a bearing of S 89°28'30" E, a distance of 50.00 feet to the southerly extension of the west line of the recorded plat entitled BECKEL ADDITION, on file in the office of the Kandiyohi County Recorder; thence on a bearing of N 00°31'30" E, along the west line of said BECKEL ADDITION and its southerly and northerly extensions, a distance of 654.70 feet to the north line of Section 13; thence on a bearing of N 89°28'30" W, along the north line of said Section 13, a distance of 50.00 feet to the point of beginning.

and that Christianson & Associates Properties II, LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Kandiyohi, State of Minnesota:

That part of the NW 1/4 of Section 13, Township 119N, Range 35W of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota, described as follows:

Commencing at the northeast corner of the NW 1/4 of said Section 13; thence on a geodetic bearing of North 89 degrees 28 minutes 30 seconds West, along the north line of the NW 1/4 of said Section 13, a distance of 1,107.00 feet to the northwest corner of the record plat entitled BECKEL ADDITION, on file in the office of the Kandiyohi County Recorder, which is also the point of beginning of the land to be described; thence on a bearing of South 00 degrees 31 minutes 30 seconds West, along the west line of said record plat entitled BECKEL ADDITION, a distance of 462.16 feet to the southwest corner of said record plat entitled BECKEL ADDITION; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the south line of said record plat entitled BECKEL ADDITION, a distance of 150.00 feet to the southeast corner of said record plat entitled BECKEL ADDITION; thence on a bearing of South 00 degrees 31 minutes 30 seconds West, a distance of 537.84 feet; thence on a bearing of North 74 degrees 40 minutes 19 seconds West, a distance of 379.63 feet; thence on a bearing of North 26 degrees 56 minutes 06 seconds West, a distance of 202.13 feet; thence on a bearing of North 89 degrees 30 minutes 08 seconds West, a distance of 239.94 feet to the west line of the E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of said Section 13; thence on a bearing of North 00 degrees 37 minutes 00 seconds East, along the west line of the E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of said Section 13, a distance of 723.77 feet to the north line of the NW 1/4 of said Section 13; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of the NW 1/4 of said Section 13, a distance of 549.01 feet to the point of beginning; EXCEPTING THEREFROM that part of the NE 1/4 of the NW 1/4 of Section 13, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows: Commencing at the northwest corner of said Section 13; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of said Section 13, a distance of 1326.28 feet to the point of beginning of the land to be described; thence continuing on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of said Section 13, a distance of 166.34 feet; thence on a bearing of South 00 degrees 31 minutes 30 seconds West a distance of 654.70 feet; thence on a bearing of North 89 degrees 28 minutes 30 seconds West a distance of 166.34 feet; thence on a bearing of North 00 degrees 31 minutes 30 seconds East a distance of 654.70 feet to the point of beginning.

LESS & EXCEPT

That part of the Northeast Quarter of the Northwest Quarter of Section 13, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows:

Commencing at the northwest corner of said Section 13; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of said Section 13, a distance of 1492.62 feet to the point of beginning of the land to be described; thence on a bearing of South 00 degrees 31 minutes 30 seconds West a distance of 654.70 feet; thence on a bearing of South 89 degrees 28 minutes 30 seconds East a distance of 50.00 feet to the southerly extension of the west line of the recorded plat entitled BECKEL ADDITION, on file in the office of the Kandiyohi County Recorder; thence on a bearing of North 00 degrees 31 minutes 30 seconds East, along the west line of said BECKEL ADDITION and it's southerly and northerly extensions, a distance of 654.70 feet to the north line of said Section 13; thence on a bearing of North 89 degrees 26 minutes 30 seconds West, along the north line of said Section 13, a distance of 50.00 feet to the point of beginning.

has caused the same to be surveyed and platted as CHRISTIANSON ADDITION and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof, said His Land Company, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 202__.

His Land Company, LLC, a Minnesota limited liability company

Dan Geotzman, CEO

State of Minnesota

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Dan Geotzman, CEO of His Land Company, LLC, a Minnesota limited liability company, on behalf of the company.

(Notary Signature) Notary Public _____ County, Minnesota

(Notary Printed Name) My Commission Expires _____

In witness whereof, said Christianson & Associates Properties II, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 202__.

Christianson & Associates Properties II, a Minnesota limited liability company

Bradley Pederson, CFO
State of Minnesota

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Bradley Pederson, CFO of Christianson & Associates Properties II, a Minnesota limited liability company, on behalf of the company.

(Notary Signature) Notary Public _____ County, Minnesota

(Notary Printed Name) My Commission Expires _____

Surveyor's Certification

I, Andrew Hill, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 202__.

Andrew Hill, Licensed Land Surveyor
Minnesota License No. 57632

State of Minnesota

County of _____

This instrument was acknowledged before me on _____, 202__, by Andrew Hill, Licensed Land Surveyor, Minnesota License No. 57632.

(Notary Signature) Notary Public _____ County, Minnesota

(Notary Printed Name) My commission expires _____

City Planning Commission

Approved by the Planning Commission of the City of Willmar this _____ day of _____, 202__.

Signed: _____ Attest: _____
Chairman Secretary

City Council

Approved by the City of Willmar this _____ day of _____, 202__.

Signed: _____ Attest: _____
Mayor City Clerk

City Engineer

Approved by the City Engineer, City of Willmar this _____ day of _____, 202__.

Signed: _____
City Engineer

Attorney

I, _____, Licensed Attorney, State of Minnesota, do hereby certify that the owners as indicated hereon represent all ownership interest in the land encompassed by this plat.

Attorney

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 202__.

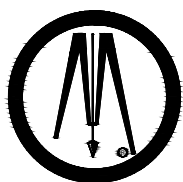
Kandiyohi County Auditor/Treasurer

County Recorder

I hereby certify that this instrument was filed for record in the Office of the County Recorder in and for Kandiyohi County, Minnesota on this _____ day of _____, 202__, at _____ o'clock ____M. as

Folder No. _____, and as Document No. _____.

Kandiyohi County Recorder



This Plat Prepared By:

**BOLTON
& MENK**

2040 Highway 12 East
Willmar, MN 56201
(320)-231-3956

PRELIMINARY PLAT OF:
CHRISTIANSON ADDITION

LEGAL DESCRIPTION

That part of the NE 1/4 of the NW 1/4 of Section 13, Township 119N, Range 35W of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 13; thence on a bearing of S 89°28'30" E, along the north line of said Section 13, a distance of 1326.28 feet to the point of beginning of the land to be described; thence continuing on a bearing of S 89°28'30" E, along the north line of said Section 13, a distance of 166.34 feet; thence on a bearing of S 00°31'30" W, a distance of 654.70 feet; thence on a bearing of N 89°28'30" W, a distance of 166.34 feet; thence on a bearing of N 00°31'30" E, a distance of 654.70 feet to the point of beginning.

AND

That part of the NE 1/4 of the NW 1/4 of Section 13, Township 119N, Range 35W of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 13; thence on a bearing of S 89°28'30" E, along the north line of said Section 13, a distance of 1492.62 feet to the point of beginning of the land to be described; thence on a bearing of S 00°31'30" W, a distance of 654.70 feet; thence on a bearing of S 89°28'30" E, a distance of 50.00 feet to the southerly extension of the west line of the recorded plat entitled BECKEL ADDITION, on file in the office of the Kandiyohi County Recorder; thence on a bearing of N 00°31'30" E, along the west line of said BECKEL ADDITION and its southerly and northerly extensions, a distance of 654.70 feet to the north line of Section 13; thence on a bearing of N 89°28'30" W, along the north line of said Section 13, a distance of 50.00 feet to the point of beginning.

AND

Christianson & Associates Properties II, LLC

That part of the NW 1/4 of Section 13, Township 119N, Range 35W of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota, described as follows:

Commencing at the northeast corner of the NW 1/4 of said Section 13; thence on a geodetic bearing of North 89 degrees 28 minutes 30 seconds West, along the north line of the NW 1/4 of said Section 13, a distance of 1,107.00 feet to the northwest corner of the record plat entitled BECKEL ADDITION, on file in the office of the Kandiyohi County Recorder, which is also the point of beginning of the land to be described; thence on a bearing of South 00 degrees 31 minutes 30 seconds West, along the west line of said record plat entitled BECKEL ADDITION, a distance of 462.16 feet to the southwest corner of said record plat entitled BECKEL ADDITION; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the south line of said record plat entitled BECKEL ADDITION, a distance of 150.00 feet to the southeast corner of said record plat entitled BECKEL ADDITION; thence on a bearing of South 00 degrees 31 minutes 30 seconds West, a distance of 537.84 feet; thence on a bearing of North 74 degrees 40 minutes 19 seconds West, a distance of 379.63 feet; thence on a bearing of North 26 degrees 56 minutes 06 seconds West, a distance of 202.13 feet; thence on a bearing of North 89 degrees 30 minutes 08 seconds West, a distance of 239.94 feet to the west line of the E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of said Section 13; thence on a bearing of North 00 degrees 37 minutes 00 seconds East, along the west line of the E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of said Section 13, a distance of 723.77 feet to the north line of the NW 1/4 of said Section 13; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of the NW 1/4 of said Section 13, a distance of 549.01 feet to the point of beginning; EXCEPTING THEREFROM that part of the NE 1/4 of the NW 1/4 of Section 13, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows: Commencing at the northwest corner of said Section 13; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of said Section 13, a distance of 1326.28 feet to the point of beginning of the land to be described; thence continuing on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of said Section 13, a distance of 166.34 feet; thence on a bearing of South 00 degrees 31 minutes 30 seconds West a distance of 654.70 feet; thence on a bearing of North 89 degrees 28 minutes 30 seconds West a distance of 166.34 feet; thence on a bearing of North 00 degrees 31 minutes 30 seconds East a distance of 654.70 feet to the point of beginning.

LESS & EXCEPT

That part of the Northeast Quarter of the Northwest Quarter of Section 13, Township 119 North, Range 35 West of the Fifth Principal Meridian, Willmar Township, Kandiyohi County, Minnesota described as follows: Commencing at the northwest corner of said Section 13; thence on a bearing of South 89 degrees 28 minutes 30 seconds East, along the north line of said Section 13, a distance of 1492.62 feet to the point of beginning of the land to be described; thence on a bearing of South 00 degrees 31 minutes 30 seconds West a distance of 654.70 feet; thence on a bearing of South 89 degrees 28 minutes 30 seconds East a distance of 50.00 feet to the southerly extension of the west line of the recorded plat entitled BECKEL ADDITION, on file in the office of the Kandiyohi County Recorder; thence on a bearing of North 00 degrees 31 minutes 30 seconds East, along the west line of said BECKEL ADDITION and it's southerly and northerly extensions, a distance of 654.70 feet to the north line of said Section 13; thence on a bearing of North 89 degrees 26 minutes 30 seconds West, along the north line of said Section 13, a distance of 50.00 feet to the point of beginning.

OWNERS

Christianson & Associates Properties II, LLC
302 5th Street Southwest
Willmar, MN 56201

And

His Land Company, LLC
11999 62nd St NW
Spicer, MN 56288

SURVEYOR

Bolton and Menk, Inc.
2040 Highway 12 East
Willmar, MN 56201

LEGEND

- 1/2" IRON PIPE MONUMENT SET MARKED BY L.C. NO. 57632
- FOUND REROD BONNEMA SURVEYS, UNLESS OTHERWISE NOTED

- ADJACENT
- PROPOSED EASEMENT LINE
- BUILDING SETBACK
- RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED PLAT BOUNDARY LINE
- EXISTING EASEMENT LINE
- CENTERLINE
- FIBER UNDERGROUND
- GAS UNDERGROUND
- ELECTRIC UNDERGROUND
- STORM SEWER
- WATER SYSTEM
- WATER SERVICE
- SANITARY SEWER
- EDGE OF BUSHES
- EDGE OF TREES
- INTERMEDIATE CONTOUR
- INDEX CONTOUR
- FENCE
- CURB & GUTTER
- BITUMINOUS EDGE
- CONCRETE EDGE
- GRAVEL EDGE
- PAVER EDGE
- LANDSCAPING EDGE
- MISCELLANEOUS EDGE
- WATERS EDGE
- BUILDING EDGE
- ACCESS CONTROL
- TREE-DECIDUOUS
- TREE-CONIFEROUS
- LIGHT POLE
- VALVE
- BENCH MARK
- CATCH BASIN
- CATCH BASIN
- OVERFLOW CONTROL STRUCTURE
- TILE INLET
- MANHOLE-SANITARY SEWER
- MANHOLE-STORM SEWER
- MANHOLE-COMMUNICATION
- MANHOLE-UTILITY
- PEDESTAL-COMMUNICATION
- PEDESTAL-ELECTRIC
- SIGN TRAFFIC
- POLE-UTILITY
- ORDER MICROPHONE
- SIGN NON TRAFFIC
- UTILITY MARKER-GAS
- FLARED END / APRON
- FIRE HYDRANT
- IRRIGATION VALVE BOX
- VALVE POST INDICATOR

LOT AREAS:

TOTAL AREA: ±12.14 acres
LOT 1, BLOCK 1: ±1.85 acres
LOT 2, BLOCK 1: ±4.95 acres
LOT 3, BLOCK 1: ±4.16 acres
US HIGHWAY 12: ±1.18 acres

ZONING:

Current zoning classification for subject property is GB-3 - General Business 3

REQUIREMENTS/SETBACKS:

Minimum Lot Size- 25,000 Square Feet
Lot Width- 100 feet
Minimum Distance Requirements:
Front Yard Setback- 25 feet from public right-of-way, 50 feet if along state or federal highways
Rear Yard Setback- 10 feet
Side Yard Setback- 10 feet from interior lot line, 25 feet from street right-of-way, 50 feet if along state or federal highways

SURVEYORS NOTES

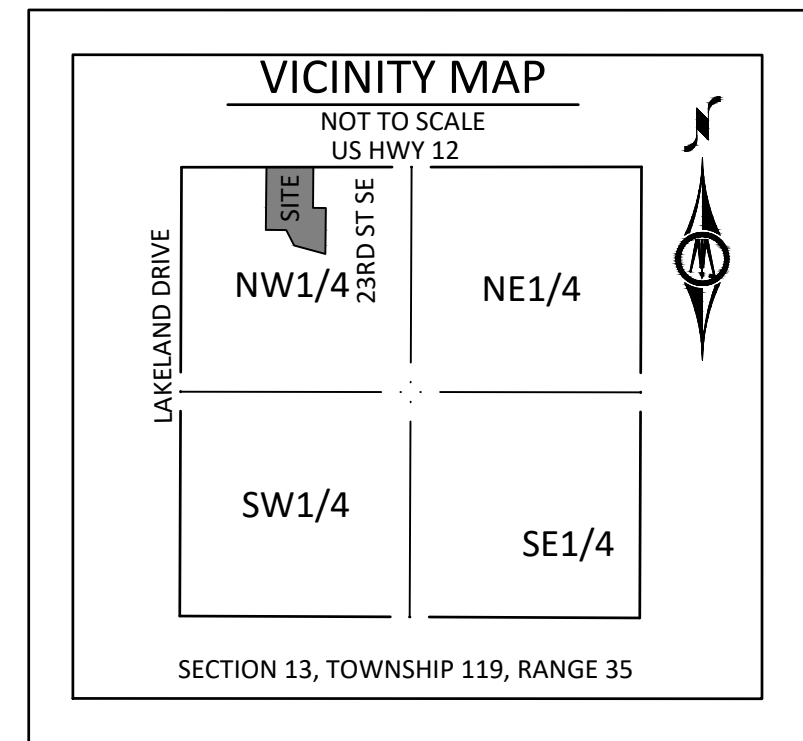
- For the purpose of this plat the north line of the Northwest Quarter is assumed to bear North 89 degrees 28 minutes 30 seconds West.
- The field survey was completed on November 8th, 2024.
- Distances are in feet.
- Contours are at 2 foot intervals

SURVEYOR'S CERTIFICATION

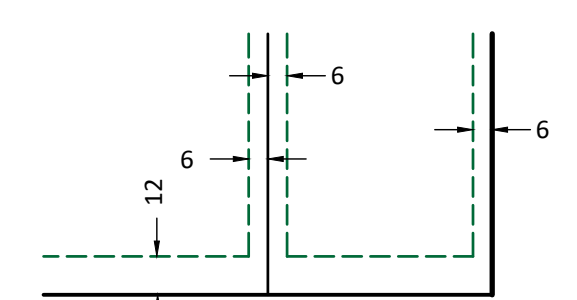
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Andrew Hill
License Number 57632

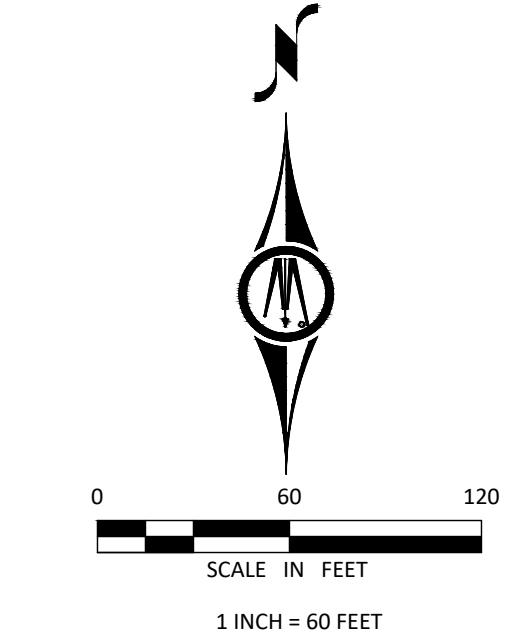
02/24/2025
Date



DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND BEING 12 FEET IN WIDTH AND ADJOINING PUBLIC WAYS, UNLESS OTHERWISE INDICATED.



This Plat Prepared By:
BOLTON & MENK



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.C.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Willmar Municipal Utilities Draft Minutes March 10, 2025		

RECOMMENDED ACTION:

OVERVIEW:

Attached is the Willmar Municipal Utilities Regular draft minutes for March 10, 2025 and Labor committee draft meeting March 10, 2025

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 3.10.25 MUC Meeting Minutes(final)
2. 3.10.25 Labor Committee Meeting(final)



WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – March 10, 2025

11:45 – WMU Auditorium

The Municipal Utilities Commission (MUC) held its regularly scheduled meeting on Monday, March 10, 2025, at 11:44 a.m. in the WMU Auditorium. Present were Commissioners John Kennedy, Dave Baumgart, Patricia Elizondo, Terrill Sieck, Bruce DeBlieck, and Carol Laumer. Commissioner Shawn Mueske was absent.

Also present were Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Coordinator Mike Sangren, Water System Supervisor Alan Neer, City Councilman Tom Gilbertson, Executive Secretary Abby Ahrendt, Line Distribution Supervisor Ed Zurn, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Jennifer Kotila.

The meeting opened with a recitation of the Pledge of Allegiance. Commission Vice President Kennedy then asked if any changes to the agenda were needed. Hearing none, he called for a resolution on the consent agenda. After review and discussion, Commissioner Laumer moved to approve the consent agenda as presented, with Commissioner Baumgart seconding the motion.

RESOLUTION NO. 10

“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 February 24, 2025, MUC Meeting;
Bills represented by vouchers No. 20250342 to No. 20250396, along with associated wire transfers, totaling \$1,145,657.49.

Dated this 10th day of March 2025.

Vice President

Attest:

Secretary

The foregoing resolution was adopted by a vote of 6 ayes and 0 nays.

Finance & Officer Service Supervisor Prekker reviewed the January 2025 Financial Reports along with a recap of January 31, 2025, Investment Portfolio. The financial information contained in the report reflects operating revenues, expenses, retained earnings, and comparisons for both the Electric and Water Divisions.

Water System Supervisor Neer presented the 2024 Year-End Review of the Water Department. The departmental report and noted items of interest included:

1. Capital Improvement Projects review:
 - a. NE Water Treatment Plant Project
 - i. Total project budget: \$19.25M (Payments to date \$18,097,358)
 1. Approx 90% Complete with project completion est. May 2025
 - b. Ne Water Tower AMP budget: \$1,484,170 (Payments to date \$98,488)
 - c. Water Main Replacement budget: \$1,483,580 (Total spent \$1,187,777)
 - d. Ford F250 Unit 32 Replacement budget \$51,950 (Total spent \$52,740)
2. Water Main and Service Repairs \$74,902
3. Lead and Copper
 - a. New Lead and Copper Rule Improvements required an inventory of all service line materials for submission to MDH
 - b. Water Department with assistance from Bolton & Menk classified 6500 services
 - c. Strategized a plan for 2025 to identify remaining unknowns and update inventory
4. Annual water usage: 1.357BG (billion gallons)
5. 2025 Water Dept. preview (NE WTP Construction, Water Main Replacements, SCADA Updates, Bulk Fill Station, and Well #16)

General Manager Smith presented a bid award recommendation for the 2025 Underground Construction project. Two bids were received, and after review, Staff recommended awarding the contract to O & S Construction for their estimated total bid of \$235,575.00 (based on bid prices). After discussion, Commissioner Laumer moved to approve the bid award to O & S Construction, with Commissioner Sieck seconding.

RESOLUTION NO. 11

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the bid for the annual 2025 Underground Construction be awarded to O & S Construction of Bird Island, Minnesota, for the estimated bid amount of \$235,575.00. “

Dated this 10th day of March 2025.

Vice President

Attest:

Secretary

The foregoing resolution was adopted by a vote of 6 ayes and 0 nays.

Commissioners DeBlieck and Laumer, along with General Manager Smith, recapped their attendance at the 2025 APPA Legislative Conference in Washington, D.C. Key topics discussed included, supply chain issues, modernizing public finance tools, permitting reform, and municipal tax issues. They expressed appreciation to the Commission for the opportunity to attend and encouraged others to participate in the future.

General Manager Smith updated the commission on the land acquisition, noting that the Willmar City Council voted to pause approval of the February 24 MUC meeting minutes for 30 days to address questions related to the new building land purchase agreement. Smith then recapped a meeting between WMU and city staff in which cost estimates for water/wastewater service, private service, and a strategic plan for

annexation was discussed. Additionally, he reminded the commission of the MUC retreat on Friday, March 21, from 10:30 AM to 3:30 PM, encouraging attendance. Lastly, he noted that he will not be present at the next commission meeting on Monday, March 24.

Upcoming events to note:

- ❖ MUC Retreat: Friday, March 21, 2025, at 10:30 AM – Heritage Bank
- ❖ Labor Committee Meeting: Monday, March 10, 2025, at 1:00 PM
- ❖ APPA National Conference: June 6-11 – New Orleans, LA

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 six ayes and zero nays, and the meeting was adjourned at 12:51 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Dave Baumgart, Secretary



WILLMAR MUNIICPAL UTILITES

MUC Labor Committee Meeting Minutes

Monday, March 10, 2025

1:00 pm (WMU Conference Room)

The meeting was attended by Commissioners Bruce DeBlieck, Terry Sieck, Carol Laumer, General Manager Jeron Smith, and Executive Secretary Abby Ahrendt.

Commissioner Laumer, LC Chair, called the meeting to order at 1:03 pm.

General Manager Position Discussion:

- Smith reported that his transition into the General Manager role has been going smoothly. While moving from his previous position as an engineer, he has been wrapping up projects and delegating tasks as needed. He also shared an overview of the conferences and training sessions he has attended, as well as those scheduled.
- Smith is currently enrolled in leadership training and has selected the following electives: Bonding & Finance, Building a Strategic Utility Budget, Peer to Leader, Negotiating Skills for Utility Leaders, and Understanding HR and Employment Law.
- The MUC Retreat is scheduled for Friday, March 21, 2025, at Heritage Bank, and will be led by Commissioner Mueske.

February Recap

- Smith provided an overview of his management and engineering responsibilities and discussed various tasks completed throughout the month of February.

2025 GM Goals

- Smith outlined his 2025 plans, which include HR training, ensuring adequate staffing across departments, enhancing communication with city staff, attending trainings and conferences, and fostering a healthy workplace culture.

Next Meeting:

The next Labor Committee meeting is scheduled for Monday, April 28, 2025, at 1:00 PM

Adjournment:

There being no further business to come before the WMU Labor Committee, the meeting was adjourned at 2:00 PM.



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.D.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Project No. 2503-D Advertisement for Bids		

RECOMMENDED ACTION:

Adopt the resolution approving plans and specifications and authorizing advertisement for bids of Project No. 2503-D.

OVERVIEW:

Project No. 2503-D, the mill and overlay of Business Highway 71, has been designed and is ready for bidding. Approval of the plans and specifications as prepared requires Council action at this time for authorization to advertise for bids. Pending Council approval, the bid opening date is scheduled for April 16th at 1:30 p.m.

BUDGETARY/FISCAL ISSUES:

Sources of funding for the project include grant funds, special assessments, and bond proceeds.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Resolution- Approve Specs & Adv. For Bids Project No. 2503-D
2. Project No. 2503-D Title Sheet

RESOLUTION NO. _____

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

Motion By: _____ Second By: _____

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Project No. 2503-D 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 17th day of March, 2025

Mayor

Attest:

City Clerk

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF WILLMAR
KANDIYOHI COUNTY, MINNESOTA
BUSINESS HIGHWAY 71

CONSTRUCTION PLAN FOR: BITUMINOUS MILL AND OVERLAY, CONCRETE SPOT REPAIRS, CONCRETE CURB & GUTTER SPOT REPAIRS, CASTING ADJUSTMENTS, ADA IMPROVEMENTS

S.A.P. 175-153-024 LOCATED ON BUSINESS HIGHWAY 71 FROM 10TH STREET NE TO 23RD STREET NE (GEOGRAPHICAL DESCRIPTION)

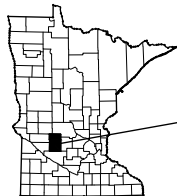
FROM THE SOUTHERN CENTER OF SECTION 11, T119N, R35W TO THE WESTERN CENTER OF SECTION 1, T119N, R35W (LEGAL DESCRIPTION)

BUSINESS HIGHWAY 71 (S.A.P. 175-153-024)					
GROSS LENGTH	8182	FEET	1.550	MILES	
BRIDGE LENGTH	N/A	FEET	N/A	MILES	
EXCEPTION LENGTH	N/A	FEET	N/A	MILES	
NET LENGTH	8182	FEET	1.550	MILES	
LENGTH AND DESCRIPTION BASED UPON BUSINESS HIGHWAY 71 CENTERLINE					

END PROJECT: S.A.P. 175-153-024
(BUSINESS HIGHWAY 71)
STA 84+23.00

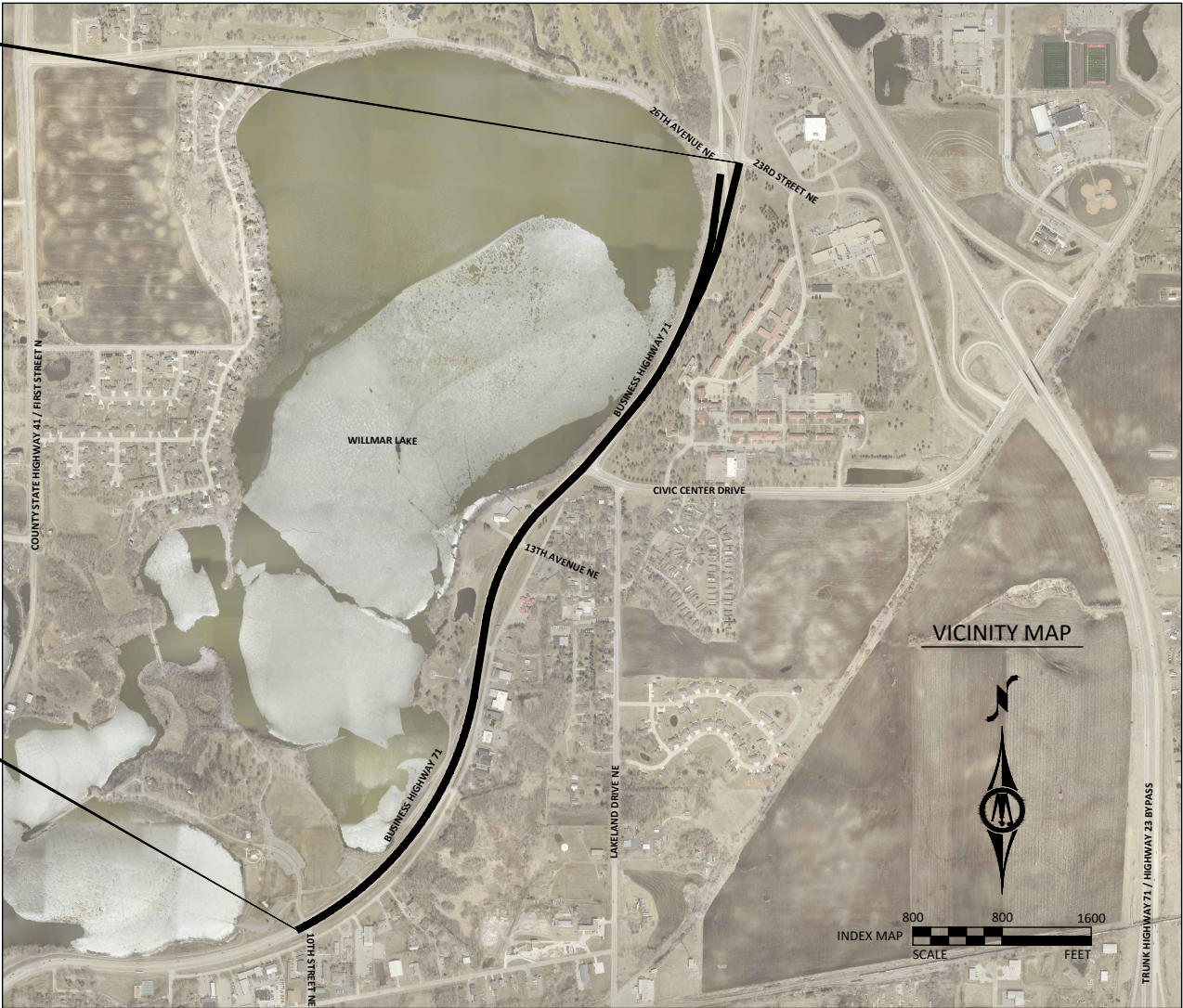
BEGIN PROJECT: S.A.P. 175-153-024
(BUSINESS HIGHWAY 71)
STA 2+41.00

PROJECT LOCATION



CITY: WILLMAR
COUNTY: KANDIYOHI
DISTRICT: #8

TYPICAL PLAN SCALE
UNLESS OTHERWISE NOTED:



THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MINN. PROJ. NO. S.A.P. 175-153-024

--- GOVERNING SPECIFICATIONS ---
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE
WITH THE LATEST "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD)
THE LATEST "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

ROADWAY NAME: BUSINESS HIGHWAY 71
PRESENT ADT (2025): 12497
PROJECTED ADT (2045): 11794
FUNCTIONAL CLASSIFICATION: PRINCIPAL ARTERIAL
NO. OF TRAFFIC LANES: 4
NO. OF PARKING LANES: 0
SHOULDER WIDTH (FEET): 10

JOSHUA J. HOLVORSON, P.E.
Design Engineer: I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date 03/07/2025 License Number 46291

Approved: City of Willmar Engineer Date 03/07/2025

District State Aid Engineer:
Reviewed for compliance with State Aid Rules/Policy

Approved for State Aid Funding: State Aid Engineer

RECORD DRAWING INFORMATION		
OBSERVER:	NO.	ISSUED FOR
CONTRACTOR:	DATE	
DATE:		

DESIGNED	SJJ	NO.	ISSUED FOR	DATE
DRAWN	DML, KMD, DE			
CHECKED	JJH			
CLIENT PROJ. NO.	0W1.126075 / 2503-D			



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



CITY OF WILLMAR, MINNESOTA

BUSINESS HIGHWAY 71 IMPROVEMENT PROJECT S.A.P. 175-153-024

TITLE SHEET

SHEET
1
OF
90



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Recreation
Resolution:	Yes	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	DNR Fishing Platforms at Robbins Island		

RECOMMENDED ACTION:

To adopt a resolution approving the bid from Swenson and Son Construction for the excavation and setting of the DNR Fishing piers for \$38,000.

To adopt a resolution approving the bid from Old Castle Infrastructure for the fishing platforms for \$32,205.60.

OVERVIEW:

The MN DNR has chosen the City of Willmar, specifically Robbins Island, as a location for the 'Get Out MORE' program. This program, aimed at modernizing the outdoor recreation experience, presents a significant opportunity for our city to renew and invest in a wide range of outdoor recreation opportunities for everyone. City staff and the DNR have already met at Robbins Island to discuss the project, and we all agree about the potential benefits. We propose installing four fishing platforms around the peninsula at Robbins Island, which will be square concrete culverts meeting ADA requirements. The DNR has committed to reimbursing the city for all the work to install the fishing platforms. The city's obligation will be to improve the gravel trail and maintain the platforms in the future. Upgrading the trail will cost \$2,500 - \$3,500 and will come from the Parks and Recreation operational budget. If approved, the project would start in Spring/Summer 2025. Staff received two quotes for the excavation and the setting of the platforms. Swenson and Son Construction was the lowest bidder. The DNR has an agreement with Old Castle Infrastructure for the platforms. The city needs to hold the agreement for the platforms to get reimbursed by the DNR.

BUDGETARY/FISCAL ISSUES:

Items reimbursed by the DNR:

Swenson and Son Construction: \$38,000.00

Old Castle Infrastructure: \$32,205.60

Total Cost: \$70,205.60

City Cost:

Trail Upgrades- \$2,500-\$3,500

ALTERNATIVES TO CONSIDER:

Don't accept the bids.

ATTACHMENTS:

1. Resolution for DNR fishing platforms
2. Quote - Kandiyohi, MN-Fishing Pier Box Culvert Project-25-1593 (1)
3. Fishing Piers Rev 1
4. CITY_OF_WILLMAR_2024_Shore_Structure_Agreement.Final
5. 2024-123 Resolution for Robbins Island Shore

RESOLUTION NO. ____

RESOLUTION APPROVING THE BIDS FOR THE DNR FISHING PLATFORMS AT ROBBINS ISLAND

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the bid from Swenson and Son Construction for the excavation and setting of the DNR Fishing piers for \$38,000.

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the bid from Old Castle Infrastructure for the fishing platforms for \$32,205.60.

Dated this 17th day of March 2025

Douglas E. Reese, Mayor

Attest:

CITY CLERK

Quote # 25-1593



Discounted

County: Kandiyohi

City: Willmar

State: MN

Project: Fishing Pier Box Culvert Project

Engineer:

Bid Date: 2/14/2025 12:00:00 PM

oldcastleinfrastructure.com

Prepared By: Joseph Jodsaas

Phone: (320) 760-3345

Email: joseph.jodsaas@oldcastle.com

We are pleased to quote the following items for your consideration:

8 X 8 BOX CULVERT

Product Name	Qty	Sales Price	Total Price
8 X 8 X 6H BOX MANHOLE (HEAVIEST PICK - 21,000#S)	4	8,051.40/ EA	32,205.60
		Subtotal	32,205.60
Total Quote \$			32,205.60

Steel Notes:

Due to steel supply chain constraints and long lead times, Oldcastle reserves the right to extend delivery dates based on availability.

Sales tax is not included. Payment terms are NET 30 Days from Invoice Date. All past due accounts are subject to an interest charge based on 18% per annum.

Joint treatments are estimated and are sold by the box or roll. Prices are for material delivered to the job site or as near as truck can get under its own power. The prices and any discounts offered are based on this quote in its entirety. Any changes/reduction in the quantity must be approved by Hancock Concrete for the prices and discounts to apply.

Oldcastle Infrastructure Commercial Clarifications

03/23/2022

Special Products:

- 1) Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.
- 2) Special Products may not be returned.

02/11/2025 at 3:19 PM

- 3) If Special Product(s) cannot be accepted within 30 days of invoicing, a 10% storage fee will be assessed monthly unless otherwise agreed upon in writing.
- 4) All Special Products ordered as part of a cash sale must be fully paid prior to production.
- 5) A disposal fee of \$200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon delivery date.

Delivery:

- 6) The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
- 7) Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
- 8) Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.
- 9) Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
- 10) A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.
- 11) All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

Pricing:

- 12) Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.
- 13) Pricing is valid for **30 days** from the date of this quote.
- 14) A 2% surcharge will be imposed on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.
- 15) Pricing remains valid for 180 days from order confirmation. For orders that have not shipped or transferred ownership to the buyer after 180 days, we reserve the right to implement a 1.5% quarterly price escalation fee.
- 16) If during the performance of this contract the cost of materials significantly increases through no fault of the seller, we reserve the right to equitably adjusted the price of this contract by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 6% experienced by seller from the date of the contract signing.

17) Delivery pricing is based on Oldcastle Infrastructure’s current fuel surcharge rate and is good for 7 days from the date stated on this Quote. Thereafter, Customer is responsible for paying Oldcastle Infrastructure’s fuel surcharge rate in effect on each delivery date. Fuel surcharge rates are derived from pricing, as established by the U.S. Energy Information Administration’s Gasoline and Diesel Fuel Index, published at <https://www.eia.gov/petroleum/gasdiesel/>

Additional Items:

18) Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer’s convenience only. It is the buyer’s responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of units delivered.

All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC’s Standard Terms and Conditions located at: <https://oldcastleinfrastructure.com/support/terms-conditions/>

Company Name: _____ **Signature:** _____

Date: _____ **Print Name:** _____



Shop: 320-354-3605
 Kyle's Cell: 320-894-2094
 Wade's Cell: 320-212-8734
 Email:
 swensonandsons@gmail.com

Roads, Driveways, Basements, Site Preparation, Clearing and Grubbing, Septic Systems, Demolition,
 Dirt Work of All Kinds

To: City of Willmar Date: 2/10/2025
Attn: Rob Baumgarn

For: Fishing Piers Estimate (Estimate for 4 Piers)

	Mobilization	
	Excavate for piers	
	Import and place larger rock (sized approx. 2-4" rock) (2 lds per pier)	
	Import and Place smaller rock (sized 1-1/2") (1 ld per pier)	
	Crane to set piers	
	Backfill inside of piers with aggregate	
	Fill in between land to pier	
	8'x8' Concrete pad for each pier	
**	Piers (box culverts) to be supplied by others	
**	Does not include seeding or sodding	
**	Does not include winter rates/pricing	
**	Does not include excavating around or moving utilities	
**	This is an estimate only. Actual price is dependent on actual time and material used	
Total		38,000.00



State of Minnesota

Cooperative Agreement

FOOT LAKE PUBLIC SHORE FISHING STRUCTURE
LAND USE, OPERATIONS, AND MAINTENANCE COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND CITY OF WILLMAR

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources ("State") and City of Willmar, ("City").

Recitals

The Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.

The State and City have determined that a shore fishing structure on Foot Lake is of high priority under the state public water access program; and

The shore fishing structure will be located on City owned land at Sec. 10, T119N, R35W, described as Robbins Island Park, and used for fishing, observation, and other compatible uses, and

The State and the City desire to cooperate in the installation and maintenance of the shore fishing structure on Foot Lake; and

The City Council has authorized the City to enter into this agreement.

Agreement

1. Term of Agreement

- 1.1 Effective Date: January 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2045, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

2.1 State's Duties and Responsibilities. The State shall:

- 2.1.1 Encumber funds for the facility through the standard internal purchasing process including, but not limited to, a separate requisition request.

- 2.1.2 Provide personnel and equipment when feasible to assist with the installation of the shore fishing site.
- 2.1.3 Review and approve any signs before they are placed at the facility by the City.
- 2.1.4 Retain ownership of the shore fishing structure through the expiration date of the agreement and retain the authority to relocate and/or remove the shore fishing structure if the site (Exhibit A) is determined to be inadequate or if the City fails to comply with the terms of the agreement. Before such removal or relocation, the State shall consult with the City.
- 2.1.5 Assist the City with major structural repairs if required.
- 2.1.6 The State reserves the right to inspect the shore fishing structure to ensure that the City complies with the terms of this Agreement.

2.2 City's Duties and Responsibilities. The City shall:

- 2.2.1 Comply with all local, state and federal laws, regulations, rules and ordinances which may apply to the management, operation, and maintenance of the shore fishing structure.
- 2.2.2 Obtain any permit or license which may be required for the shore fishing structure.
- 2.2.3 Construct and pay for a hard surfaced, accessible route/sidewalk/pathway which meets accessible requirements of less than a 5% gradient, 2% cross slope connecting the shore fishing structure to an accessible parking space. The City agrees to complete this portion of the project as soon as possible and within one year of the effective date of this Agreement. The City agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.
- 2.2.4 Provide personnel and equipment to install the shore fishing structure, and request assistance from the State as needed.
- 2.2.5 Keep the shore fishing structure and related facilities free and open every day during open water season in conjunction with the City's established operational months and hours for a facility of this type. The City may close the shore fishing structure for emergencies, or for other reasons (i.e. 4th of July fireworks display), without prior written consent of the State. The City shall notify the State within 72 hours of the closing of the shore fishing structure for emergency reasons or if the facility will remain closed longer than 72 hours.
- 2.2.6 Provide free and adequate parking in the vicinity for the shore fishing structure including at least one (1) designated accessible space for persons with disabilities.
- 2.2.7 Provide police protection and patrols for the shore fishing structure in accordance with the City's established police department policies for a facility of this type.
- 2.2.8 Install appropriate signage for the site as approved by the State.
- 2.2.9 Maintain the facilities and keep them in good and sanitary order in accordance with the City's established practices for maintenance of City facilities. Additionally, the City shall provide all necessary routine maintenance and minor repairs. The State shall assist the City with major structural repairs subject to the availability of funding according to the provisions of Article II.
- 2.2.10 Follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public

waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference and can be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf. Duties listed are in Op Order 113 under Sections II and III (p. 5-8).

- 2.2.10.1 The City shall prevent invasive species from entering or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
- 2.2.10.2 If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the City (such as brush/broom, compressed air, or pressure washer) at the staging area.
- 2.2.10.3 The City shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- 2.2.10.4 The City shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.
- 2.2.11 Follow pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973 for all habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

3. Funding

The State shall provide funding to the City for their responsibilities under §2, however the total obligation of the State for the rehabilitation, maintenance and construction of the facilities shall not exceed \$80,000. The total obligation of the State for its responsibilities under §2 of this Agreement shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed. The City will invoice the state for approved construction costs of the shore fishing structure (including box culverts, site preparation, installation and finishing). Reimbursement will be due within thirty (30) days of the acceptance of the invoice by the State's authorized representative. The City will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

4. Authorized Representatives

The State's Authorized Representative or their successor is:

Dave Coahran
MN DNR Fisheries Supervisor
168 County Road 8 NE
Spicer, MN 56288
Dave.coahran@state.mn.us
(320) 409-2040

The City's Authorized Representative or their successor is:

Rob Baumgarn
City of Willmar Parks & Recreation Director
2707 Arena Drive
Willmar, MN 56201
rbaumgarn@willmarmn.gov
(320) 235-1454

5. Assignment, Amendments, Waiver, and Contract Complete.

- 5.1 Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

7. State Audits.

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

8. Government Data Practices.

The City and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the City or the State.

If the City receives a request to release the data referred to in this clause, the City must immediately notify and consult with the State's Authorized Representative as to how the City should respond to the request. The City's response to the request shall comply with applicable law.

9. **Publicity and Endorsement.**

9.1 **Publicity.** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

9.2 **Endorsement.** The City must not claim that the State endorses its products or services.

10. **Venue**

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

11. **Termination**

11.1 **Termination.** The State or the City may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. **Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

13. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of \$50,000, the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at

<http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

14. Exhibits. The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Shore fishing structure Location Map

Exhibit B: City Council Meeting Minutes

(The remainder of this page intentionally left blank.)

Initial
JJA

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: DocuSigned by:
Signature: Karen Potvin
63FB77857A34A8...
Title: Accounting Officer Sr. Date: January 8, 2025
SWIFT Contract No. 262312/PO# 3000268234

2. City

Print Name: Signed by:
Signature: Leslie M. Valiant
630D62A63BE443B...
Title: City Administrator Date: January 14, 2025

Print Name: Signed by:
Signature: Doug Reese
334BEA5E09ED488...
Title: Mayor Date: January 14, 2025

3. State Agency

With delegated authority

Print Name: Signed by:
Signature: Linda Erickson-Eastwood
3694054445D1471...
Title: Division and Fiscal Services Unit Manager Date: January 17, 2025

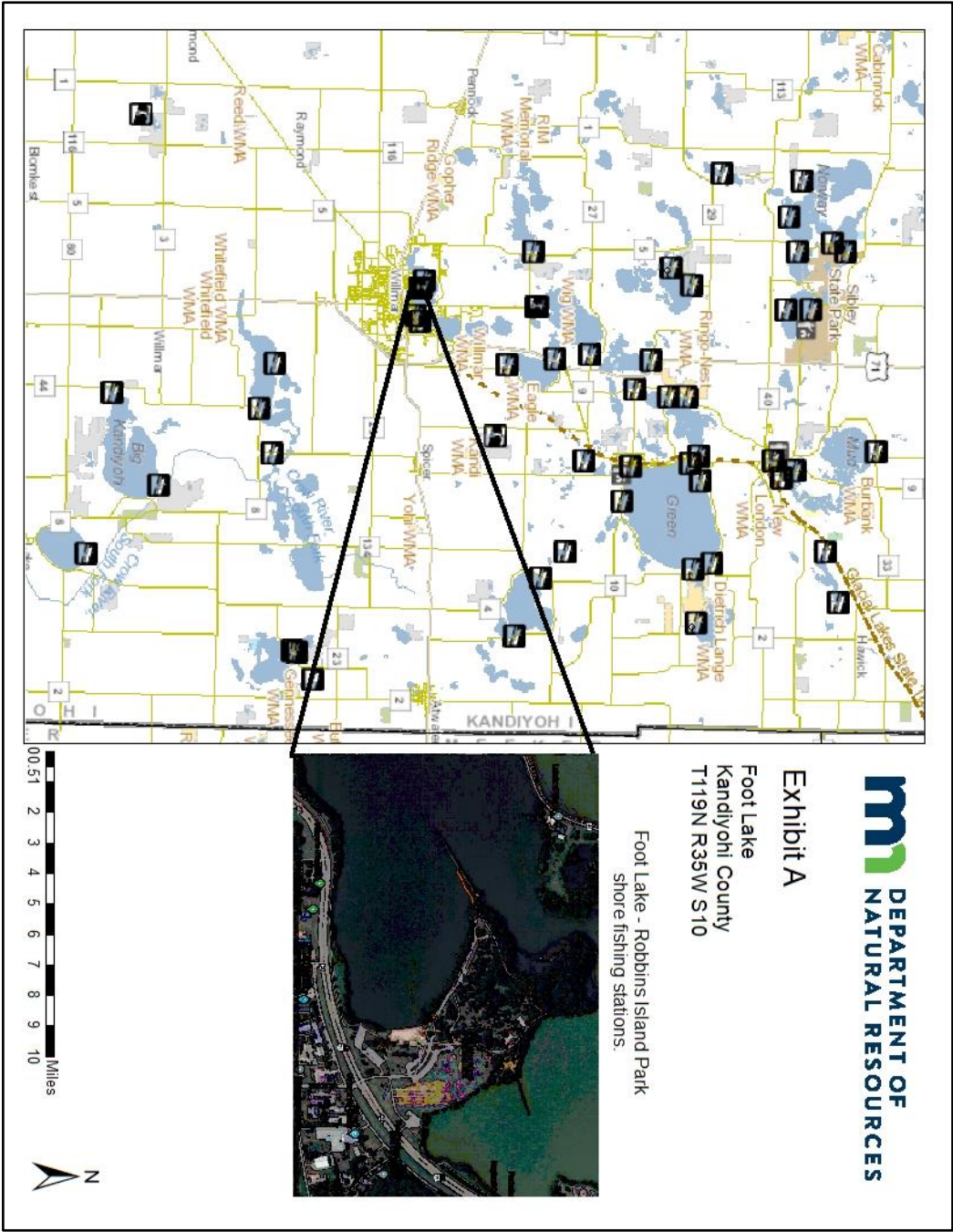
4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Signed by:
Signature: Jennell Hodquist
47A63C274AF94B2...
Title: Contract Specialist Date: January 22, 2025
Admin ID: _____

94816

Exhibit A



RESOLUTION NO. 2024-123

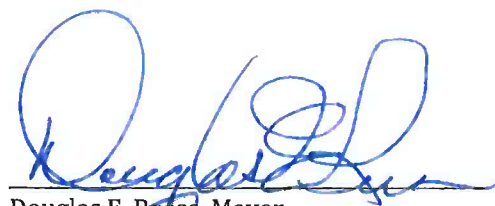
**RESOLUTION APPROVING TO ENTER INTO A COOPERATIVE AGREEMENT WITH MINNESOTA DNR FOR
THE ROBBINS ISLAND PARK SHORE FISHING PROJECT**

Motion By: O'Brien Second By: Asmus

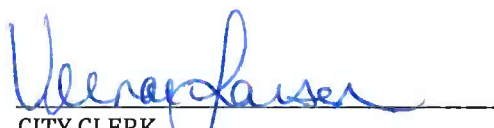
BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the Cooperative Agreement with Minnesota DNR for the Robbins Island Park shore fishing project; and

BE IT RESOLVED by the City Council of the City of Willmar to reimburse costs associated with this project as outlined in the cooperative agreement.

Dated this 7th day of October 2024


Douglas E. Reese, Mayor

Attest:


CITY CLERK

RESOLUTION NO. 2024-123

**RESOLUTION APPROVING TO ENTER INTO A COOPERATIVE AGREEMENT WITH MINNESOTA DNR FOR
THE ROBBINS ISLAND PARK SHORE FISHING PROJECT**

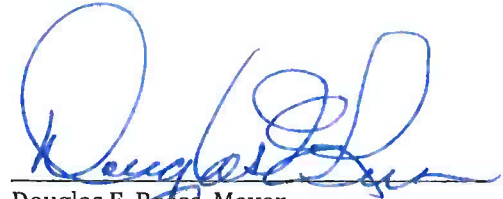
Motion By: O'Brien

Second By: Asmus

BE IT RESOLVED by the City Council of the City of Willmar to adopt a resolution approving the Cooperative Agreement with Minnesota DNR for the Robbins Island Park shore fishing project; and

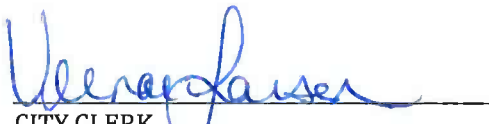
BE IT RESOLVED by the City Council of the City of Willmar to reimburse costs associated with this project as outlined in the cooperative agreement.

Dated this 7th day of October 2024



Douglas E. Reese, Mayor

Attest:



CITY CLERK



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.F.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	Yes	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Willmar Township Fire Agreement		

RECOMMENDED ACTION:

Adopt the Resolution Authorizing the Mayor and City Administrator to Execute the Fire Agreement with Willmar Township for the period April 1, 2025, through March 31, 2026.

OVERVIEW:

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

	Willmar Township
2025	\$49,420.50 based on 342 firefighter hours accumulated in 2024
2024	\$34,952.00 based on 145 firefighter hours accumulated in 2023
2023	\$26,976.16 based on 74 firefighter hours accumulated in 2022
2022	\$29,717.23 based on 91 firefighter hours accumulated in 2021
2021	\$31,838.72 based on 179 firefighter hours accumulated in 2020
2020	\$28,408.48 based on 126 firefighter hours accumulated in 2019

BUDGETARY/FISCAL ISSUES:

\$49,420.50 for the Willmar Townships fiscal year of which, \$24,710.25 is due April 1, 2025, and \$24,710.25 is due October 1, 2025.

ALTERNATIVES TO CONSIDER:

N/A

ATTACHMENTS:

1. Willmar Fire Cost 2025
2. Willmar Fire Contract 2025
3. Resolution Willmar Township Contract

WILLMAR TOWNSHIP - 2025

FIRE COST FORMULA

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

S = Cost of fire service for one year.

C = 2023 actual operating cost of the Fire Department.

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

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

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

U = Percent of Fire Fighting hours used by contracting unit in 2024.

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

C = \$1,005,731.03 (2024 Fire Department costs).

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

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

Payment for Actual Fire Calls			Protection		
<u>U = Use of Fire Department by Firefighter Hours</u>			<u>V = Market Value of buildings in Fire Service</u>		
2024			2024		

<u>Unit</u>	<u>Firefighter Hours</u>	<u>Percent of Total</u>	<u>Unit</u>	<u>Market Value</u>	<u>Percent of Total</u>
City of Willmar	7,300	.944	City of Willmar	\$1,478,656,900	.903
Willmar Township	342	.044	Willmar Township	\$69,869,500	.043
Dovre	95	.012	Dovre	\$87,711,600	.054
TOTAL	7737	1.0000	TOTAL	\$1,636,238,000	1.0000

U = .044

V = .043

S = [(\$1,005,731.03 x 1.05) + \$76,197.10 + \$3,888.85] x $\frac{.044 + .043}{2}$

S = \$1,085,465.96 x .0435

S = \$49,420.50

AGREEMENT FOR FIRE DEPARTMENT SERVICE

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the City of Willmar, a municipal corporation of Kandiyohi County, Minnesota, hereinafter referred to as "City", and the Township of Willmar, a political subdivision of the State of Minnesota, hereinafter referred to as "Township".

WHEREAS, the Township deems it advisable to have available for the benefit of the residents of said Township services of the City's Fire Department, and the electors of said Township having, pursuant to law, provided a fund for the furnishing of said services, and

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

NOW, THEREFORE, IT IS AGREED between the parties hereto, that for the period commencing April 1, 2025, and terminating March 31, 2026, the Fire Department of the City will answer fire calls within the Township of Willmar which the City is requested to answer by the township, and will respond to such calls with such fire fighting apparatus of the City Fire Department as may be authorized by the Insurance Services Office, and all equipment and resources deemed necessary by the incident commander, and will render all assistance possible in the saving of life and property, subject to City retaining in its corporate limits sufficient firefighters and equipment to maintain its fire class rating, and subject to the terms of this Agreement.

As payment for such services, the Township agrees to pay, pursuant to the formula attached hereto and made a part hereof, the amount of FORTY NINE THOUSAND, FOUR HUNDRED TWENTY DOLLARS AND FIFTY CENTS (\$49,420.50) payable TWENTY FOUR THOUSAND, SEVEN HUNDRED TEN DOLLARS AND TWENTY FIVE CENTS, (\$24,710.25) on April 1, 2025, and TWENTY FOUR THOUSAND, SEVEN HUNDRED TEN DOLLARS AND TWENTY FIVE CENTS (\$24,710.25) on October 1, 2025.

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

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

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

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

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

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

CITY OF WILLMAR, A MUNICIPAL CORPORATION

BY: _____

DOUGLAS REESE, MAYOR

(S E A

L)

BY: _____

LESLIE VALIANT, CITY ADMINISTRATOR

(S E A

L)

In the Presence of:

TOWNSHIP OF WILLMAR

BY: _____

CHAIRMAN

(S E A

L)

In the Presence of:

BY: _____

SUPERVISOR

(S E A

L)

RESOLUTION NO. _____

**A RESOLUTION APPROVING WILLMAR TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$26,976.16**

Motion By: _____ Second By: _____

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, that the Mayor and City Administrator be authorized to execute the fire protection agreement with Willmar Township for the period April 1, 2025 through March 31, 2026, in the amount of \$49,420.50.

Dated this 17th day of March, 2025.

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.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:	Liquor License Renewals		

RECOMMENDED ACTION:

Approve the Liquor License Renewal Applications from April 25, 2025, to April 25, 2026, Pending Police Department Approval, on a Roll Call Vote.

OVERVIEW:

The City Council approves liquor licenses on an annual basis.

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

On-Sale

American Legion Post 167
 Applebees's Neighborhood Grill & Bar
 Diamante Night Club
 Eagle Creek Golf Club
 El Tapatio Mexican Restaurant
 Finstad-Week Post 1639
 Grizzly's Grill N' Saloon
 Holiday Inn / Green Mill Willmar
 Ruff's Wings & Sports Bar
 Spur's Corporation

Brew Pub Off-Sale/On-Sale

Foxhole Brewhouse

On-Sale Wine

Golden Palace Restaurant
 Jake's Pizza
 Rendezous

On-Sale Club

Willmar Frat. Order of Eagles
 Willmar Elks Lodge

Off-Sale

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

Brewer Off-Sale / Taproom On-Sale

Intuition Brewery

On-Sale 3.2% Intoxicating Malt Liquor

Golden Palace Restaurant
 Jake's Pizza
 KRA Speedway
 Rendezous
 The Barn Theatre

The Barn Theatre
Willmar Indoor Golf
Willmar Stingers
Willmar WarHawks

Valley Golf of Willmar Inc.
Willmar Indoor Golf
Willmar Stingers
Willmar WarHawks

BUDGETARY/FISCAL ISSUES:

\$56,750.00 application fees

ALTERNATIVES TO CONSIDER:

1. Deny the serving of alcohol at these establishments

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.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:	Civic Center Arena Special Event by On-Sale Liquor License Holder Permit—Green Mill Willmar		

RECOMMENDED ACTION:

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

OVERVIEW:

The Civic Center has rented space to Lakeland Media to hold The Home and Outdoor Living Expo Event on April 4 & 5, 2025, with plans to serve alcohol during this event. A Civic Center Arena Special Event Permit is required to distribute or consume alcohol on the Civic Center grounds for this event. TPI Core, Inc. dba Green Mill Willmar has applied for this permit with an on-site employee listed as Phillip Mann.

BUDGETARY/FISCAL ISSUES:

\$100.00 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during their event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.I.
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:	Consideration of Valley Golf of Willmar Inc. On-Sale Wine Liquor License		

RECOMMENDED ACTION:

Approve the Valley Golf of Willmar Inc. On-Sale Wine Liquor License Through the Fiscal Year Ending April 25, 2026, Pending Police Department Approval, on a Roll Call Vote.

OVERVIEW:

Currently, Valley Golf of Willmar Inc. holds an On-Sale Intoxicating 3.2% Liquor License without issue. An On-Sale Wine Liquor License is required for this establishment to serve strong beer.

On March 10, 2025, Valley Golf of Willmar, Inc. requested an On-Sale Wine Liquor License located at 1900 Becker Avenue SE. The Willmar Police Department will complete a background, criminal history, and driving record check. Nicolas Ebnet is the owner and resident manager of this establishment.

BUDGETARY/FISCAL ISSUES:

\$200.00 License Fee

ALTERNATIVES TO CONSIDER:

Deny the approval of the requested application

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	2026 Budget Calendar		

RECOMMENDED ACTION:

Motion to approve the 2026 Budget Calendar.

OVERVIEW:

As part of the City budget process, the City Council have reviewed and approved the budget calendar. The budget calendar outlines dates and processes for Council and staff to follow to meet all the required timeframe established by State law.

BUDGETARY/FISCAL ISSUES:

None

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. 2026 Budget Calendar - Council

2026 BUDGET CALENDAR

CALENDAR

March 17, 2025

March 31, 2025

April 17, 2025 (Week of)

April 30, 2025

May 5, 2025 (Week of)

May 7, 2025

May 12, 2025

July 11, 2025

August 4, 2025 (Week of)

August 25, 2025 (Week of)

September 2, 2025 (Tuesday)

September 15, 2025

October 13, 2025

December 1, 2025

December 15, 2025

December 31, 2025

PROPOSED ACTION

CITY COUNCIL adopts Budget Calendar

Department Directors submit CIP requests for 2026-2030

CIP Tour with Department Directors

Administration reviews Capital Improvement Program (CIP) with Department Heads.

Administration & Finance review 5-year CIP with Mayor.

Planning Commission Reviews CIP-City Charter Article IV. Section 4.02 subd 4

City Council has CIP work session: Charter Article III, Section 3.04 (C); Mayor shall prepare or cause to be prepared and submitted to the Council a five (5) year capital program at least three (3) months prior to the final date for submission of the proposed budget.

Completed Department Heads' budget estimates must be entered and completed.

Mayor meets with the City Administrator and Finance Director to prepare the Mayor's Proposed Budget. Finance will have draft 2026 Budget including CIP.

Review prepared PowerPoint with Mayor and City Administrator

Mayor presents Proposed Budget to CITY COUNCIL.
Adopt and Certify Proposed Levy to the County Auditor for the Truth in Taxation Requirements.

Continuation hearing if needed for Truth in Taxation.

Council budget work session

City Council shall hold Truth in Taxation hearing to study the proposed budget.

Continuation hearing if needed to adopt the budget.

LAST DAY to submit Certification of the Tax Levy to the County.



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.K.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 2/27/25 - 3/12/25		

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 2.27.25 - 3.12.25
2. EFT 578-579

Vendor Payment Listing

February 27, 2025 thru March 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100467	CENTERPOINT ENERGY	STMT/02-25	73968	1,767.84	Natural Gas-Feb Old WTP STE
103696	ACE ROLLOFFS & DISPOSAL	237/03-25	73969	52.70	Garbage Service
103696	ACE ROLLOFFS & DISPOSAL	238/03-25	73969	129.48	City Hall garbage service
103696	ACE ROLLOFFS & DISPOSAL	239/03-25	73969	202.64	PW Garage garbage service
103696	ACE ROLLOFFS & DISPOSAL	240/03-25	73969	24.35	Wastewater garbage service
103696	ACE ROLLOFFS & DISPOSAL	241/03-25	73969	209.71	Wastewater Treatment garbage service
103696	ACE ROLLOFFS & DISPOSAL	233/03-25	73969	49.68	WASTE REMOVAL
103557	AMAZON CAPITAL SERVICES	1P1K-6YWF-GVKW	73970	24.05	BASKETS
103557	AMAZON CAPITAL SERVICES	1XJH-KWHM-TMYC	73970	20.99	CACTUS
103557	AMAZON CAPITAL SERVICES	1MF9-MLRJ-66YJ	73970	95.12	iPhone cases
103557	AMAZON CAPITAL SERVICES	1R4X-K37W-79MJ	73970	22.99	Chair lift cylinder
103557	AMAZON CAPITAL SERVICES	1YG3-MHJ1-61WP	73970	(58.95)	REFUND PUZZLES
103557	AMAZON CAPITAL SERVICES	1CDX-G1MY-4L6G	73970	238.94	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	1JPL-Q47W-4P3Y	73970	173.71	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	1MQN-JN36-3VQ9	73970	313.49	Cages for propane tanks
103557	AMAZON CAPITAL SERVICES	1JTM-H1Y6-7XXD	73970	25.99	car squeegee
103557	AMAZON CAPITAL SERVICES	1DPC-G7TY-6QC6	73970	64.92	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	1YD9-3MPL-4KQL	73970	22.79	Barcode Reader for Front desk
103557	AMAZON CAPITAL SERVICES	13KV-MR6Y-4GRV	73970	7.59	Repair Tool Kit for MacBook
100057	AMERICAN WELDING & GAS INC	0010701490	73971	78.41	Welding gas
102954	ANDERSON LAW OFFICES	2676	73972	23,289.59	Professional Services Feb 2025
104262	Andrea Limoges	03172025	73973	150.00	Mid-Minnesota Toast Entertainment
103946	ARVIG	STMT/02-25	73974	3,850.00	Leased fiber - March
103008	ASPEN MILLS	349849	73975	122.93	Uniform for Rosa Rodriguez
100075	AT&T MOBILITY	87296610156X03032025	73976	1,956.01	FirstNet Jan/Feb
103610	AUSTIN INCORPORATED	59391	73977	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	58280	73977	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	57842	73977	120.00	septic pumping
103610	AUSTIN INCORPORATED	57900	73977	120.00	septic pumping
103610	AUSTIN INCORPORATED	57429	73977	120.00	septic pumping
103610	AUSTIN INCORPORATED	56352	73977	120.00	septic pumping
103610	AUSTIN INCORPORATED	57747	73977	120.00	septic pumping
103826	AUTODESK INC.	9862208127	73978	2,780.00	FY25/FY26 Civil 3D renewal
100131	AVENU INSIGHTS & ANALYTICS	INVB-060539	73979	2,160.32	AS400 hosting - Feb
104080	B&F Fastener Supply	80015381-00	73980	865.43	Wedge anchors
104080	B&F Fastener Supply	80015469-00	73980	57.45	Cable ties
104080	B&F Fastener Supply	80015496-00	73980	4.96	Nuts
104080	B&F Fastener Supply	80015494-00	73980	29.93	Nuts and bolts
104080	B&F Fastener Supply	80015875-00	73980	79.57	Cable Ties
104080	B&F Fastener Supply	80015900-00	73980	27.65	Drill bits/ Bit Driver
104080	B&F Fastener Supply	80015808-00	73980	(625.29)	Return Harness
104080	B&F Fastener Supply	80015784-00	73980	101.59	String line, Screws, Drill bits
103838	BAKER/DEREK	030725	73981	209.68	Milage reimbursement for Derek
100097	BECKER ARENA PRODUCTS INC	615379	73982	31.63	Glass spacers
100097	BECKER ARENA PRODUCTS INC	615471	73982	80,240.00	Outdoor Covered Ice Rink- Boards Deposit
104260	Benjamin Dempcy	031025	73983	210.00	Council Meeting Work
103377	BENSON LAUNDRY	418384	73984	81.35	Cleaning Supplies
103377	BENSON LAUNDRY	414524	73984	81.35	Cleaning Supplies
103377	BENSON LAUNDRY	415226	73984	81.35	Cleaning
103377	BENSON LAUNDRY	419030	73984	88.24	Cleaning
101010	BOLTON & MENK INC	0357878	73985	4,600.00	Runway 13/31 Lighting System
101010	BOLTON & MENK INC	0356723	73985	15,274.24	Willmar Safety Action Plan
103733	BOX/KYLE	031225	73986	184.80	Miles Reimbursement
104021	Braakholtzer LLC	12025	73987	1,445.82	Concessions
101896	BRAD'S PLUMBING	6906	73988	380.00	service to back room
101896	BRAD'S PLUMBING	6526	73988	292.62	Repair to pressure tank
104256	Brent Mielke	030425	73989	275.00	Zoo Show
103647	CAPITAL ONE	020325	73990	132.51	Snacks for Alex Tech Career Fair
100156	CHAPPELL CENTRAL INC	SVC-122374	73991	621.39	HEAT REMAIR
100156	CHAPPELL CENTRAL INC	SVC-122308	73991	684.20	HEAT REPAIR

Vendor Payment Listing

February 27, 2025 thru March 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100156	CHAPPELL CENTRAL INC	SVC-122375	73991	49.50	Boiler maintenance
100156	CHAPPELL CENTRAL INC	SVC-122389	73991	898.40	Headworks HVAC repair
100736	CHARTER COMMUNICATIONS	224360801030125	73992	552.94	Mar Phone/Rice Park Internet
103019	CNA SURETY	71226749-2025	73993	100.00	MnDOT bond for Project 2310-A ELLS 7, 8 & 9
104070	Column Software PBC	B15E1683-0078	73994	58.89	Public Hearing notice PDS-MASD-24-06
104070	Column Software PBC	B15E1683-0075	73994	65.57	Public hearing notice PDS-ZMA-25-01
100186	CROW CHEMICAL & LIGHTING	129360	73995	403.15	Hand wipes, toilet paper, garbage bags
100186	CROW CHEMICAL & LIGHTING	129384	73995	132.30	Brush heads, wipes
100186	CROW CHEMICAL & LIGHTING	129430	73995	356.75	Kleenex, paper towels, urinal screens
100186	CROW CHEMICAL & LIGHTING	129449	73995	104.90	Scaleaway cleaner, spillifer wipes
100186	CROW CHEMICAL & LIGHTING	129440	73995	237.93	Cleaning supplies
100212	DOOLEY'S PETROLEUM INC	STMT/02-25	73996	22.46	Finance Charges
100222	DUININCK INC	563856	73997	2,805.20	Cold Mix Asphalt
103906	ELECTRICAL PRODUCTION SERVICES	10134	73998	1,512.00	FY25/FY26 PDK subscription
101567	ETTERMAN ENTERPRISES	367265	73999	164.64	Cable lube
100810	FERGUSON ENTERPRISES INC	0975271	74000	107.57	Sink
100810	FERGUSON ENTERPRISES INC	1191977	74000	13.18	Wax Ring
100810	FERGUSON ENTERPRISES INC	1374640	74000	894.05	Drinking fountain
101449	FLAHERTY & HOOD P.A.	22768	74001	21,233.09	General Municipal/Litigation/Real Estate-Feb25
101449	FLAHERTY & HOOD P.A.	22692	74001	665.00	Labor/Employment Consultation Services Feb 2025
102973	FLEETPRIDE	123945603	74002	41.41	Filter
101791	FP MAILING SOLUTIONS	RI106567624	74003	174.21	Postage Machine Rental
100288	GALLS LLC	029871940	74004	192.09	CSO Badge
100288	GALLS LLC	030565792	74004	57.94	Tru-Spec pants
100293	GENERAL MAILING SERVICES	72837	74005	105.34	Tourism Postage
100293	GENERAL MAILING SERVICES	72904	74005	17.82	Postage - Guides
100293	GENERAL MAILING SERVICES	72905	74005	23.34	Mailing
100786	GRAINGER INC	9412715253	74006	148.22	Access Door
100786	GRAINGER INC	9419569901	74006	139.94	First aid kit supplies
100786	GRAINGER INC	9419392585	74006	56.74	Gas can spout's
100786	GRAINGER INC	9422822636	74006	36.07	Safety kit supplies
101504	GREENSPRING MEDIA GROUP	2025-63173	74007	2,100.00	Bike Minnesota Ad
103035	HATZINGER/MATTHEW J	030725	74008	45.00	WW certification fee
102609	HAUG-KUBOTA LLC	STMT/02-25	74009	3.00	Finance Charge
100325	HAWKINS INC	6997119	74010	12,175.09	Ind. ferric
102036	HEGLUND CATERING	16384	74011	213.75	CVB Board Lunch - February
103874	HENRY SCHEIN, INC	35215507	74012	60.76	True Metrix test strips
103874	HENRY SCHEIN, INC	35215508	74012	22.42	Extrication collar bag
100333	HILLYARD\HUTCHINSON	800725568	74013	(1,332.78)	Return XP Floor Finish
100333	HILLYARD\HUTCHINSON	605757678	74013	681.33	CLEANING
100333	HILLYARD\HUTCHINSON	700638991	74013	272.00	Floor scrubber service
100333	HILLYARD\HUTCHINSON	605758955	74013	403.63	CLEANING ITEMS
103410	HMD PHOTOGRAPHY LLC	5679	74014	335.00	S. Gardner & T. Gilberston candids
100335	HOFFMAN FILTER SERVICE	98259	74015	48.75	Filter Disposal
103760	HOMETOWN FIBER	4950	74016	19,182.50	Connect Willmar Initiative
102486	IN CONTROL INC	S-INV02425	74017	2,117.89	service plan (SCADA)
103023	INNOVATIVE OFFICE SOLUTIONS	IN4776936	74018	95.41	Garbage bags and coffee
103355	JOHANNECK WTR CONDITIONING INC	132378	74019	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	132375	74019	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-086	74019	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-199	74019	2.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-187	74019	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	131609	74019	15.50	Softener salt
104254	John J. Morgan Company	40580	74020	398.53	Heater fan
100376	KANDIYOHI CO AUDITOR	03112025	74021	80.00	Project #2301 #4499
100376	KANDIYOHI CO AUDITOR	03112025-1	74021	696.00	Eagle Lake Sewer Usage Fees
100376	KANDIYOHI CO AUDITOR	03112025-2	74021	470.00	Utilites, tree remov, grass, unpd utilities #4393
100376	KANDIYOHI CO AUDITOR	03112025-3	74021	15,740.00	Assess Cards Project #2401 ""4500"" Roll #464
100382	KANDIYOHI CO RECORDER'S OFFICE	4088474	74022	8.00	Warranty Deed copies for Planning Department
103619	KANDIYOHI CO TREASURER	031125	74023	129,995.53	Library Agreement-2024

Vendor Payment Listing

February 27, 2025 thru March 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104261	Kevin Lynch	03172025	74024	500.00	Mid-Minnesota Toast Entertainment
103138	KING'S ELECTRIC LLC	3272	74025	947.00	Gas meter to SCADA wiring
103138	KING'S ELECTRIC LLC	3271	74025	1,410.08	Ind. selector light conversion
900027	KROHN/NICHOLAS	031025	74026	148.77	Fire Explorers Banquet - Expenses
100412	LEAGUE OF MN CITIES	424993	74027	375.00	2025 City Day on the Hill Registration
101400	LINDAHL/JASON	031225	74028	235.70	Conference Mileage and Parking Reimbursement
103376	LLOYD SECURITY INC	192336	74029	250.00	Alarm system communication error troubleshooting
102593	LOFFLER COMPANIES	4959183	74030	23.60	CvC Office & PD Sergeants prints
102593	LOFFLER COMPANIES	4962081	74030	4,094.55	uniFLOW subscription
102593	LOFFLER COMPANIES	4960106	74030	34.45	Telephone Charges
102593	LOFFLER COMPANIES	4966134	74030	272.51	CH Finance & PD Mailroom prints
102593	LOFFLER COMPANIES	4968213	74030	175.00	Standalone printer prints
100424	M-R SIGN CO INC	227047	74031	850.20	Signs
100424	M-R SIGN CO INC	227090	74031	114.57	Signs
100424	M-R SIGN CO INC	227104	74031	151.29	sign
100427	MACQUEEN EQUIPMENT INC	P62974	74032	3,247.83	Right Side Broom Support Arm Parts
104257	Mall of America	RMOASP-045492-202412	74033	650.00	Visitor Guide Promotion
101838	MARCO TECHNOLOGIES LLC	550004089	74034	162.28	500-0611665-000
101838	MARCO TECHNOLOGIES LLC	550004378	74034	216.51	500-0623211-000
104259	Martin-McAllister Consulting Psychologists, Inc	16744	74035	6,000.00	Professional Services
102898	MATHESON TRI-GAS INC	00311112573	74036	99.99	Drill Bit Set
102898	MATHESON TRI-GAS INC	0030816274	74036	77.60	Ear Plugs
100449	MENARDS	90829	74037	83.52	Flowmeter paint
100449	MENARDS	90818	74037	84.80	General supplies
100449	MENARDS	90882	74037	86.97	SHELVES
100449	MENARDS	91081	74037	31.93	Shop supplies
100449	MENARDS	91185	74037	64.37	Shop supplies
100449	MENARDS	87405	74037	230.16	Lab water
100449	MENARDS	91239	74037	21.98	Xtra laundry detergent & bar oil
100449	MENARDS	91353	74037	35.68	HINGES, SCREWS, TOOLS
100449	MENARDS	91373	74037	17.31	SCREWS
100449	MENARDS	91374	74037	13.65	LUMBER
100449	MENARDS	91390	74037	89.97	Silicone, wrenches, faucet
100449	MENARDS	91135	74037	83.93	Water Hose, vehicle cleaning supplies
100449	MENARDS	91446	74037	23.46	Toilet cleaner, faucet supply line
102699	MIKE'S SMALL ENGINE CENTER	32394	74038	57.99	Chain saw parts
103416	MILLS FORD/JEEP OF WILLMAR	79092	74039	1,180.16	Repairs on Squad 2
103311	MIMECAST NORTH AMERICA INC	INVUS1071677	74040	1,105.47	Unpaid invoice 1 of 2 from 2021
103311	MIMECAST NORTH AMERICA INC	INVUS1087286	74040	1,105.47	Unpaid invoice 2 of 2 from 2021
101805	MINI BIFF LLC	11434	74041	122.40	Mini Biff Robbins Island
100522	MN DEPT OF LABOR & INDUSTRY	03112025	74042	2,729.22	February 2025 State Surcharge Report Payment
101257	MN MUNICIPAL UTILITIES ASSN	65864	74043	1,120.00	Drug & Alcohol Annual Participant Fee
102916	MN SECRETARY OF STATE - NOTARY	03-2025	74044	120.00	Notary for Allie Paulsen
101655	MOSS & BARNETT	820686	74045	1,264.00	professional services as of 1/31/2025
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/02-25	74046	600.00	Shelter Cleaning
100371	Mrzena/Kevin	8641	74047	3,133.00	Pump Repair -- City ID# 130522
100544	MVTL LABORATORIES INC	1294768	74048	58.25	Lab test
100544	MVTL LABORATORIES INC	1295681	74048	58.25	Lab test
100564	NATIONWIDE GLASS OF WILLMAR	5021	74049	325.00	Four Season Shelter door repair
103799	NCPERS GROUP LIFE INS.	841200032025	74050	96.00	Employees' March payroll deductions
103690	NEO ELECTRICAL SOLUTIONS	9441	74051	3,479.85	Annual MALS inspections
100650	O'REILLY AUTOMOTIVE INC	1528-198313	74052	23.86	Temp Sensors
100650	O'REILLY AUTOMOTIVE INC	1528-199440	74052	40.78	Wiper Blades for Squad 22
100650	O'REILLY AUTOMOTIVE INC	1528-198296	74052	40.78	Wiper Blades
102543	PAT'S GRAPHICS	15586	74053	283.19	Field signs
100604	PERKINS LUMBER CO INC	2502-274187	74054	79.96	2x10 treated wood
101968	PEST PRO II	20902	74055	40.00	PEST SERVICES
100608	PETERSON SHOE STORE	234339	74056	203.99	Safety boots- S. Carlson
100614	PIONEERLAND LIBRARY SYSTEM	031225	74057	118,254.50	2025 1st QTR Funding Request
100374	PREMIUM WATERS INC	330646881	74058	57.99	WATER

Vendor Payment Listing

February 27, 2025 thru March 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100374	PREMIUM WATERS INC	330647817	74058	10.99	WATER
100374	PREMIUM WATERS INC	330645138	74058	14.49	Drinking water
102719	PRO COLOR GRAPHICS	8147	74059	103.24	Council Name Magnet
103161	ROAD MACHINERY & SUPPLIES CO	S8150102	74060	206.14	Trash pump repair
100665	RULE TIRE SHOP	1-75079	74061	36.50	Tire repair
101418	RUNNING'S SUPPLY INC	6362491	74062	268.72	Sander cart supplies
101418	RUNNING'S SUPPLY INC	6362436	74062	2.58	Key Rings
101418	RUNNING'S SUPPLY INC	6365584	74062	4.99	Brush for Squad Washing
101418	RUNNING'S SUPPLY INC	6364510	74062	79.99	Snow pusher
101418	RUNNING'S SUPPLY INC	6366319	74062	135.00	Muck boots
101418	RUNNING'S SUPPLY INC	6362843	74062	27.99	Hose Sleeve
101418	RUNNING'S SUPPLY INC	6362803	74062	22.99	hose sleeve
101418	RUNNING'S SUPPLY INC	6366858	74062	99.99	Air hose reel
101418	RUNNING'S SUPPLY INC	6369940	74062	228.99	hand tools
101418	RUNNING'S SUPPLY INC	6369762	74062	35.96	Casters
101418	RUNNING'S SUPPLY INC	6370410	74062	318.99	18 volt Drill, impact drive set
101418	RUNNING'S SUPPLY INC	6371057	74062	15.98	Headworks hose hanger
101418	RUNNING'S SUPPLY INC	6373114	74062	84.90	(10) floor dry
101418	RUNNING'S SUPPLY INC	6374207	74062	1.34	Bolt
101418	RUNNING'S SUPPLY INC	6374571	74062	61.98	Spot lights
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/02-25	74063	2,238.65	Equipment Repair-parts Feb 2025
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/02-2025	74063	16,853.62	Unleaded and Diesel Fuel
100690	SHERWIN WILLIAMS CO	2887-1	74064	64.80	Paint for HR office
100690	SHERWIN WILLIAMS CO	2984-6	74064	468.03	Paint and supplies
103218	SIETSEMA/SARA	030325	74065	1,310.27	FLIGHTS AND HOTEL FOR WLI
103730	SIGN SOLUTIONS USA	416087	74066	60.91	5/16"" corner bolt thru 2-1
803139	SIGN SOLUTIONS USA	416010	74067	584.66	Sign break top receivers and locking wedges
103699	SILVA/AMBER	STMT/02-25	74068	861.21	Wellness Program February 2025
104255	Stephen Gardner	031025	74069	258.46	Miles and Lodging for 3/1 Conference
100188	STERLING WATER-MINNESOTA LLC	315-01465137-8-STMT	74070	(137.30)	credit on account
100188	STERLING WATER-MINNESOTA LLC	315X04179304	74070	80.00	WATER SALT
100188	STERLING WATER-MINNESOTA LLC	315X04179205	74070	60.75	Softener salt
100188	STERLING WATER-MINNESOTA LLC	315X04169800	74070	19.45	Water softener rental
100161	SYSO WESTERN MINNESOTA	253850694	74071	549.23	Concessions
101005	THOMPSON/MARK	022725	74072	381.75	Safety Eyewear
102583	TORKELSON'S LOCK SERVICE	24-0673	74073	294.50	Door Handle replacement DOAC Concessions
102583	TORKELSON'S LOCK SERVICE	25-096	74073	120.00	Plant lock repair
103751	TPI HOSPITALITY	022325	74074	5,750.00	Tax Abatement (Jul.24-Dec.24)
102695	UNITED ROTARY BRUSH CORP	C1323807	74075	3,192.15	Sweeper Brooms
100264	US BANK	7655112	74076	500.00	Paying Agent Fees 2021A LOST Revenue Bond
104083	Vestis	2560347092	74077	76.02	Mechanics uniform rental
104083	Vestis	2560347096	74077	13.56	Maintenance uniform
104083	Vestis	2560349573	74077	13.56	Maintenance man uniform
104083	Vestis	2560349571	74077	65.98	Mechanics uniform rental
104083	Vestis	2560352514	74077	76.02	Mechanics uniform rental
104083	Vestis	2560352518	74077	22.20	Maintenance man uniform
104083	Vestis	2560355005	74077	68.63	Mechanics uniform rental
104083	Vestis	2560355007	74077	13.56	Maintenance man uniform
100777	VIKING COCA-COLA BOTTLING CO	3576574	74078	1,968.35	Concessions
102868	WALT'S	02122025	74079	93.80	gas for Building Inspector Josh 2/12/25
100805	WEST CENTRAL SANITATION	13378874	74080	69.78	City Hall recycling service
100805	WEST CENTRAL SANITATION	13380002	74080	112.20	Recycling
100805	WEST CENTRAL SANITATION	13380582	74080	252.89	Recycling
100808	WEST CENTRAL TROPHIES	9915	74081	32.50	Basketball Plaque
100808	WEST CENTRAL TROPHIES	9936	74081	80.91	Medals for Mid-Minnesota Toast
104032	Willmar Area League of Women Voters	030425	74082	500.00	Health Earth, Healthy Kids Event
100812	WILLMAR CHAMBER OF COMMERCE	022725	74083	14,203.17	Monthly Bill
100817	WILLMAR FESTS	03112025	74084	65,000.00	Willmar Fests and Celebrate the Light of the World
Total				633,795.50	

Vendor Payment Listing

February 27, 2025 thru FMarch 12, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102365	CARDMEMBER SERVICE	STMT/01-25	578	17,554.65	BREMER BANK CREDIT CARD STMT JANUARY 01 2025
100467	CENTERPOINT ENERGY	STMT/02-2025	579	33,727.22	NATURAL GAS-FEBRUARY 2025
Total				51,281.87	



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	February 2025 Building Report		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. February 2025 Building Report

Issued Dates: 2/1/2025 to 2/28/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 3/3/2025
 Page: 1

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034503	2/4/2025	912 13th Ave SW	95-922-7170	Alteration Residential Add/Alter	Interior Remodel, Bathroom	\$10,154.00	\$179.83
WI034508	2/4/2025	624 17th St SW	95-040-0660 Lot 7, Block 6 Barnstad's Addition To The City Of Willmar	Single Family Replace	Gas Furnace Replacement	\$5,349.00	\$31.00
WI034513	2/4/2025	220 Terrace Dr SW	95-330-0090 Lot 9, Block 1 Hillside Terrace	Single Family Replace	Gas Furnace Replacement	\$4,464.00	\$31.00
WI034519	2/4/2025	3221 Eagle Ridge Dr W	95-148-2030 Lot 3, Block 1 Eagles Landing	Single Family Replace	Gas Furnace Replacement	\$4,832.00	\$31.00
WI034520	2/4/2025	1242 Quincy Ave SW	95-690-0790 Block 4 Ramblewood Addition	Single Family Replace	Gas Furnace Replacement	\$4,377.00	\$1.00
WI034522	2/3/2025	1209 26th St NW	95-135-0790 Block 4 College View	Single Family Replace	Gas Furnace Replacement	\$5,300.00	\$31.00
WI034523	2/3/2025	1424 Vista Lane SW	95-720-0050 Lot 5, Block 1 Spaulding's Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$11,705.00	\$56.00
WI034524	2/4/2025	1410 5th St SE	95-699-2010 Lot 2, Block 1 Rockstep Plaza Subdivision	Commercial/Ind Alt/Remodel	Interior Remodel for Cabinet Shop	\$0.00	\$168.00
WI034525	2/5/2025	1636 19th Ave NW	95-604-0100 Lot 1, Block 2 Oslo Meadows	Reroofing Residential Add/Alter	Residential Reroof	\$61,674.00	\$180.84
WI034526	2/5/2025	1410 7 1/2 St SW	95-780-1260 Block 6 Sunnyside	Reroofing Residential Add/Alter	Residential Reroof	\$11,000.00	\$55.50
WI034527	2/5/2025	1244 17th St SW	95-860-0490 Lot 9, Block 3 West Park 1st Addition	Single Family Replace	Water heater replacement	\$1,300.00	\$71.00
WI034529	2/7/2025	910 20th Ave SE 916	95-138-0230 Block 2 Countryside Addition	Two Family Residence Replace	Furnace replacement	\$4,850.00	\$51.00

Issued Dates: 2/1/2025 to 2/28/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 3/3/2025
 Page: 2

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034530	2/14/2025	1001 14th Ave SE	95-670-0600 Lot 10, Block 3 Pleasant View Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$2,000.00	\$56.00
WI034531	2/14/2025	201 Becker Ave SE	95-310-0140 Highland Addition To Willmar	Commercial/Ind Replace	Water Heater replacement	\$4,000.00	\$1.00
WI034532	2/14/2025	1704 1st St S	95-286-0010 Lot 1, Block 1 Har-Mar Foods Addition	Commercial/Ind Replace	RTU replacement	\$12,000.00	\$126.00
WI034533	2/19/2025	2101 9th St SE	95-841-0510 Lot 2, Block 6 Water View Business Park(The)	New Commercial New	Assisted Living with Dementia Care	\$11,655,383.00	\$138,928.08
WI034534	2/19/2025	2101 9th St SE	95-841-0510 Lot 2, Block 6 Water View Business Park(The)	Commercial/Ind New	Assisted Living with Dementia Care	\$791,792.00	\$8,313.82
WI034536	2/21/2025	2700 15th St SW	95-868-0040 Lot 4, Block 1 Westwind Estates	Alteration Residential Add/Alter	Bathroom remodel	\$7,000.00	\$128.25
WI034539	2/25/2025	124 Benson Ave SW	95-003-2710 Block 26 Willmar, Town Of (Original)	Addition Commercial Add/Alter	29'-9" x 79'-9" pole building	\$115,000.00	\$57.50
WI034540	2/25/2025	1817 Olena Ave SE	95-176-0410 Lot 2, Block 4 Emerald Pond	Alteration Residential Add/Alter	Solar Array system	\$7,095.00	\$140.80
WI034541	2/25/2025	1213 Becker Ave SE	95-030-0040 Anderson`s Addition To The City Of Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$2,500.00	\$51.25

Count: 21

Totals: \$12,721,775.00 \$148,689.87

Year-to-Date Summary (1/1/2025 through 2/28/2025)

Count: 51

YTD Totals: \$13,624,873.00 \$157,058.71



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Finance Report through 2/28/2025		

RECOMMENDED ACTION:

OVERVIEW:

For information only: YTD Budget update through 2/28/2025.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. General 2.28.25



**City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended February 28, 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	76,228.21	15.02%
Intergovernmental	7,092,235.01	6,977,458.00	203,336.01	2.91%
Service Charges	1,158,451.71	957,500.00	150,945.13	15.76%
Fines and Forfeits	105,117.73	100,000.00	10,227.78	10.23%
Special Assessments	2,180.90	-	131.05	
Miscellaneous Revenue	652,602.89	325,000.00	22,241.91	6.84%
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	\$ 570,995.35	2.58%
<u>Expenditures</u>				
City Administrator	\$ 939,411.53	\$ 780,505.00	\$ 138,313.45	17.72%
Mayor and Council	440,431.77	414,150.00	121,938.79	29.44%
City Hall	747,123.72	911,856.00	29,826.83	3.27%
City Clerk	217,034.80	244,293.00	34,859.16	14.27%
Elections	137,406.13	23,400.00	-	0.00%
Finance Department	498,178.32	558,492.00	80,023.55	14.33%
Planning/Development Services	1,167,838.53	1,044,184.00	155,498.69	14.89%
Legal	252,086.24	-	46,485.03	*
Information Technology	792,992.99	971,158.00	359,656.56	37.03%
Human Resources	215,706.34	239,369.00	24,475.02	10.22%
Cultural Diversity	177,583.26	195,654.00	27,599.48	14.11%
Sub-Total General Gov't.	5,585,793.63	5,383,061.00	1,018,676.56	18.92%
Police Department	6,488,329.69	7,003,653.00	1,094,458.46	15.63%
Fire Protection	1,019,187.37	1,297,884.00	164,133.49	12.65%
Sub-Total Public Safety	7,507,517.06	8,301,537.00	1,258,591.95	15.16%
Public Works	3,942,173.13	4,351,778.00	623,903.19	14.34%
Engineering	557,559.11	404,000.00	461,198.43	* 114.16%
Transit System	20,500.00	21,000.00	20,500.00	97.62%
Storm Water	134,139.05	88,000.00	14,731.50	16.74%
Sub-Total Streets/Highways	4,654,371.29	4,864,778.00	1,120,333.12	23.03%
WRAC	129,799.82	149,980.00	20,659.83	13.78%
Library	473,018.00	573,018.00	118,254.50	20.64%
Auditorium	38,856.37	71,268.00	6,346.54	8.91%
Parks & Recreation	1,044,700.66	1,133,022.00	123,070.62	10.86%
Civic Center	1,021,269.19	1,055,942.00	168,714.40	15.98%
Recreation/Event Center	10,056.23	10,000.00	2,391.70	23.92%
Community Center	322,308.89	289,065.00	50,379.98	17.43%
Aquatic Center	230,459.01	273,027.00	3,375.67	1.24%
Sub-Total Culture/Recreation	3,270,468.17	3,555,322.00	493,193.24	13.87%
Total Expenditures	\$ 21,018,150.15	\$ 22,104,698.00	\$ 3,890,794.87	17.60%

* Indicates Over Budget



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	WMU Financial Report for January 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. WMU 1.31.25

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	802,441.99	802,441.99	817,559.93	817,559.93	-15,117.94
402 - Commercial/Industrial	1,598,422.44	1,598,422.44	1,631,757.80	1,631,757.80	-33,335.36
404 - City Franchise Fee	239,882.55	239,882.55	220,312.11	220,312.11	19,570.44
405 - Transmission	233,052.15	233,052.15	197,542.51	197,542.51	35,509.64
419 - Interest	49,980.00	49,980.00	111,620.63	111,620.63	-61,640.63
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	77,069.61	77,069.61	-77,069.61
498 - MRES Capacity Revenue	58,976.40	58,976.40	59,052.00	59,052.00	-75.60
499 - Miscellaneous Revenues	27,788.57	27,788.57	206,099.46	206,099.46	-178,310.89
Revenue Total:	3,010,544.10	3,010,544.10	3,321,014.05	3,321,014.05	-310,469.95
Expense					
500 - Production	25,856.32	25,856.32	1,064.91	1,064.91	24,791.41
555 - Purchased Power	1,398,856.88	1,398,856.88	1,494,707.97	1,494,707.97	-95,851.09
560 - Transmission	300,133.17	300,133.17	329,202.20	329,202.20	-29,069.03
580 - Distribution	168,707.97	168,707.97	207,781.15	207,781.15	-39,073.18
900 - Customer Service	18,163.56	18,163.56	18,000.55	18,000.55	163.01
906 - Energy Services/Marketing	13,411.29	13,411.29	4,265.21	4,265.21	9,146.08
920 - General & Administrative	227,356.22	227,356.22	258,255.90	258,255.90	-30,899.68
997 - Cash Payment to City	177,998.93	177,998.93	179,383.33	179,383.33	-1,384.40
998 - Depreciation	173,139.70	173,139.70	197,565.03	197,565.03	-24,425.33
999 - Miscellaneous	0.00	0.00	0.00	0.00	0.00
Expense Total:	2,503,624.04	2,503,624.04	2,690,226.25	2,690,226.25	-186,602.21
Fund: 100 - Electric Surplus (Deficit):	506,920.06	506,920.06	630,787.80	630,787.80	-123,867.74
Fund: 200 - Water					
Revenue					
401 - Residential	201,900.65	201,900.65	214,391.62	214,391.62	-12,490.97
402 - Commercial/Industrial	226,017.97	226,017.97	240,034.49	240,034.49	-14,016.52
419 - Interest	4,165.00	4,165.00	7,664.57	7,664.57	-3,499.57
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	8,563.29	8,563.29	-8,563.29
499 - Miscellaneous Revenues	8,913.10	8,913.10	9,117.90	9,117.90	-204.80
Revenue Total:	440,996.72	440,996.72	479,771.87	479,771.87	-38,775.15
Expense					
500 - Production	30,444.06	30,444.06	41,200.54	41,200.54	-10,756.48
580 - Distribution	102,191.10	102,191.10	91,219.00	91,219.00	10,972.10
900 - Customer Service	10,933.12	10,933.12	10,443.67	10,443.67	489.45
920 - General & Administrative	79,870.74	79,870.74	83,732.29	83,732.29	-3,861.55
928 - Facilities & Maintenance	0.00	0.00	29.86	29.86	-29.86
998 - Depreciation	92,760.54	92,760.54	32,146.57	32,146.57	60,613.97
999 - Miscellaneous	0.00	0.00	0.00	0.00	0.00
Expense Total:	316,199.56	316,199.56	258,771.93	258,771.93	57,427.63
Fund: 200 - Water Surplus (Deficit):	124,797.16	124,797.16	220,999.94	220,999.94	-96,202.78
Total Surplus (Deficit):	631,717.22	631,717.22	851,787.74	851,787.74	

Fund Summary

Fund	Original	Current	MTD Activity	YTD Activity	Budget
	YTD Budget	YTD Budget			Remaining
100 - Electric	506,920.06	506,920.06	630,787.80	630,787.80	-123,867.74
200 - Water	124,797.16	124,797.16	220,999.94	220,999.94	-96,202.78
Total Surplus (Deficit):	631,717.22	631,717.22	851,787.74	851,787.74	



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Director Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Community Growth Report March 2025
2. HR Report March 2025
3. Park & Rec Report March 2025
4. PD Monthly Council Stat Sheet February 2025
5. Public Works Report March 2025



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

Pablo's Report

March is a month full of celebrations, let me just point out a couple of them: We are now in the midst of what the Muslim community celebrate, Ramadan, this observance is a month long. Also, on March 8 we recognized the International's women's Day, we do celebrate the achievements of women in our city and continue to call for gender equity. We are indeed a diverse community which is growing to become more inclusive. Thank you for your leadership!

Braver Angels Bus Tour: Workshop for Elected Officials 4-28-2025 9:30 AM

Elected officials have always faced challenging conversations with constituents and colleagues. It comes with the territory of public service. But as polarization and incivility gain ground in our society, public leaders need new skills to survive in their job, enjoy it, and make a difference for their community. This workshop will equip you with practical tools you can use immediately when conversations become tense or people are upset about your decisions or viewpoints. At best, you will soften critics and find more common ground. Or at worst you will feel you used your skills and did not make things worse. This enjoyable and interactive workshop has been offered widely around the state.

Presenter: William Doherty, Ph.D., is a cofounder of [Braver Angels](#), a non-profit, nonpartisan organization working to reduce polarization of the country. Braver Angels has partnered since 2022 with the Association of Minnesota Counties, the League of Minnesota Cities, the Minnesota School Board Association, and the Association of Minnesota Townships.

Other opportunities, mark your calendars

- April 25. **International Heritage Event** at Willmar Senior High School
- April 26, **Healthy Earth Healthy Kids Event** at Willmar Civic Center
- June 19, **Juneteenth Willmar Celebration**, downtown Willmar (Willmar Fest Block Party)
- September 20, **Willmar Welcoming Week Celebration**, downtown Willmar.

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

Sincerely,

Pablo



HR Report

Nearly one month into this position, I'm settling in and enjoying the opportunity to get to know many of my outstanding colleagues. The coming months will be busy as we prepare for the rush of our seasonal summer staff.

Retirements

We'll be saying goodbye to two valuable Public Works Operators in April, both of whom are retiring after 40+ years of employment with the City.

Hiring

Rental Housing Inspector – Candidate interviews are taking place the week of March 10th and we hope to have this position filled by the end of March.

Police Chief – Interviews and assessments are completed for all candidates. A public meet-and-greet will be scheduled for the candidates and City Council by late March. At that time, Administration will make a recommendation to the City Council, who will vote to extend an offer to a candidate, likely in early April.

Public Works Operator – A job opening was posted for two Public Works Operators on March 10th and will remain open through April 1. Interviews for this position will likely occur in early April.

Parks and Rec – A variety of job postings are currently open for summer Parks and Rec staff (youth umpires, aquatic staff, and lifeguards). Hiring will occur through early May, with onboarding taking place for new staff prior to Memorial Day.

Police Officers – Interviews took place for Police Officer candidates on March 5th and background investigations are being undertaken. At the conclusion of those investigations, a decision will be made regarding job offers, likely by early May.

Sincerely,

A handwritten signature in black ink that reads 'Alissa Gambrel'.

Alissa Gambrel – HR Director



March 2025

Youth and Adult Programming:

- **Winter Volleyball**
- Winter season ended this past month, had champions in 4 divisions
- Spring Volleyball, seasons start this week
- Men's 4v4 - 6 Teams (4 last year)
- Coed - 6 Teams (down a little from last year)
- **Intramural Basketball**
- Finals are this coming weekend
- Culver's donated a lot of prizes for the kids
- **Adult Basketball**
- Playoffs have started. Finals will be around the end of the month.
- **Youth Softball**
- Coordinating with Varsity Coach to organize the season.
- Evaluations this Saturday, March 15th.
- We are starting a local Rec League to give families a more cost-friendly option.
 - Willmar, NLS, MACCRAY, BBE, Atwater
- We will have a new 6th grade softball program this Spring
- **Youth Baseball**
- Staff will take the lead for the West Central Area Baseball League this season
 - We have added three new towns (NLS, BBE, Paynesville)
- Applied for Twins Grant for youth gear
- **Adult Hockey**
- The season ended last week. Playoffs went smoothly.
- There are way fewer discipline issues as a whole compared to last season.
- **Gymnastics:**
- March gymnastics- 72 signed up between the three groups, with 44 on the wait lists.
 - Staff have been working with Torrie Heitzman, the gymnastics coach, to bring a 2–5-year-old class to open more gymnastics spaces. This is a significant need in our area, so we are excited to try something new to meet that need.
- **Other programs:**
- Learn to play pickleball session 2 - 5 signed up
- Soccer skills and drills begins on March 29th, 24 signed up
- Youth Volleyball session 3- 10 signed up
- Finalizing summer programming and camps.
- Applications are open and coming in for Summer Rec staff, and Dorothy Olson staff.

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



Community Center:

- Under 30 tickets remaining for April Daddy Daughter Formal.
- Featured Willmar Orchestra group performance this month.
- 12 private rentals since Feb 14.
- The barn quilt series class is getting good feedback, and we are planning another formatted class with this style.
- Tax preparations are completed each Thursday with people needing assistance.
- holding our last two winter sessions of puzzle contests and dog winter play day for the winter months.
- The woodshop stays very busy and crowded. Some highlight projects include castle bunkbeds, garden benches, end tables, and sandwich sign boards!
- Adaptive crafts receive good responses, and there is a monthly craft program for group homes, adaptive needs, and caregivers to come for an outing to craft!
- Community donations of over \$600 from community members were received for programs.
- Spring/summer programs in the planning phases.

Facilities:

- **Events**
- Willmar Warhawks Playoff Game March 15th
- Arnold's Farm Show March 23rd-28th
- Spring Show April 1st-5th
- Life Connections April 25th
- Earth Day- April 26th
- **Other Duties**
- Ice off the Cardinal March 17th
- Scheduling Staff
- Spring Ice Scheduling
- Summer Programs Facility Requests
- Dry Floor Event Contracts
- Preparations for upcoming Shows
- West and East Turf Field Scheduling
- Working on getting ball fields signage
- Invoicing

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



Other items:

- Finalizing the agreement for the outdoor covered rink, the preconstruction meeting is March 27th.
- Finalizing the bids for the DNR fishing platforms
- Finalizing plans for the DNR trailhead project, estimated arrival is May 2025
- The Swansson Field Dugout project is almost complete
- Finalized 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
- Working on 2025 CIP Plan and budget

Willmar Police Department

Monthly Calls for Service Statistics

Title	February 2024	February 2025
911 Hang Up	2	5
Abandoned Vehicles	139	46
Agency Assist	54	46
Alarm	26	20
Alcohol Offense	6	4
Animal	33	19
Assault	9	7
Burglary	6	2
Child Custody Dispute	7	5
Crash	61	59
Criminal Damage To Property	15	8
Disorderly	27	18
Domestic	30	25
Drugs	14	9
Family Service	83	66
Fight	7	2
Fraud	12	15
Gun Permits	10	16
Harassment	27	21
Information	8	11
Weapons complaint	0	4
Lost And Found	27	13
Mental Issues	49	36
Missing Person	37	13
Motorists Assist	10	20
Neighborhood Disturbance	20	11
Public Assist	169	81
School Related Incidents	21	14
Sex Crimes	7	8
Sudden Death/Bodies Found	1	1
Suicidal Person	7	6
Suspicious	49	35
Theft	27	40
Traffic Complaint	46	40
Traffic Stop	161	265
Trespass	14	10
Warrant Service	14	11

Current Month CFS:

1027

YTD Calls for Service:

2,102

2024 Month CFS:

1281

(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 submitted WP-360 study results.
- Matt completed his DOC for BOD's.
- Yearly Lab Ethics Training.
- Matt passed his Class B WW exam!
- SCADA backup and server maintenance.
- 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 submitted EPA annual biosolids report.
- Worked with BMI staff to submit two separate grant applications related to PFAS.
- Hauled waste billing requests.
- Submitted Delegated Pretreatment Program annual report.
- Attended Hawk Creek Watershed Project annual meeting.
- Attended Southwest Regional Sustainable Development Partnership work group meeting and reviewed project idea briefs.
- Shared public education messages for wastewater and stormwater.



Public Works Updates from Superintendent Kyle Radunz



Streets

- **Sign Work:** Repaired signs as needed
- **Snow Removal:** Plowed and treated roads between Feb 6-10

- **Traffic Signals:** Consulted with TCC on three different traffic signal locations – repairs were made. Performed ongoing work for known issues.
- **Street Sweeping:** 4 days of sweeping

Parks

- **Tree Trimming:** Throughout all parks
- **Outdoor Rinks:** Maintained rinks through Feb 21
- **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:** 31 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:** Finished repairing and painting tables
- **Thin Ice Signs:** Maintained signs on Willmar & Foot Lake
- **Aerators:** Inspected weekly, systems turned off Feb 28
- **Training:** All PW employees attended Safe Assure training Feb 18



Street Projects

The bid for the 20th Street SE improvement project has been accepted and approved by the council. That work will be done by Kurilla Contracting of Buffalo, MN. The 2025 seal coat/crack seal improvement project has also been awarded, and that work will be done by Pearson Bros. of Hanover. Plans and specifications for other projects are continuing to be brought forward to the council for final approval and bid letting.

Regarding the proposed off-street trail on Lakeland Drive, I am pleased to announce after our February 7th presentation to the Transportation Alternatives subcommittee, they are recommending full funding of the path improvement to the Area Transportation Partnership! This is due to a fantastic collaboration between multiple entities. If full funding is received, the City is looking at \$895,620 in grant funding for this project in the year 2028. I will be sure to communicate any updates as I receive them. We are also awaiting to hear the status of the Active Transportation grant application. News regarding that grant should be coming in the next couple of 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. Boiler and fire panel 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 black ink that reads 'Justin DeLeeuw'. The signature is written in a cursive, flowing style.

Justin DeLeeuw – Public Works Director



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	9.A.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Jeron Smith, General Manager, Kevin Marti, Facilities & Maintenance Supervisor
Item:	Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025		

RECOMMENDED ACTION:

OVERVIEW:

Willmar Municipal Utilities General Manager Jeron Smith and Facilities & Maintenance Supervisor Kevin Marti will provide an overview of the site selection process for a new WMU Building.

At its last regular meeting, by resolution, the City Council deferred approving the meeting minutes of the Willmar Municipal Utilities Commission, specifically regarding the purchase agreement for vacant land to construct a new building. This deferral is in place for a period not to exceed 30 days (3/3/2025) or until the next scheduled city council meeting, in accordance with the City Charter, Section 4.05, Subdivision 5.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. WMU Property Comparisons & Discussion
2. Property Purchase (WMU Buyer)
3. 2025-028 Defer Action - Resolution
4. 2.24.24 MUC Meeting Minutes

March 17, 2025

Review of the WMU Facility Project and Property Selection Process

Mr. Mayor and City Council Members,

As per the direction of the City Council, Willmar Municipal Utilities (WMU) staff met with City staff on Monday, March 10th to discuss the costs associated with water and wastewater services at the proposed property for WMU's new facility. During the meeting, we reviewed options for extending services to the property and discussed the permitting of private services in accordance with City Ordinance. City staff has requested that WMU prepare a pros and cons list comparing the Willmar Avenue property and the Industrial Park property. This will assist the City Council in understanding why WMU has selected the site on Willmar Avenue. You will find this comparison in the following pages.

Additionally, we would like to provide the City Council with a comprehensive overview of the WMU facility project to date.

Project Background

In 2010, the Municipal Utilities Commission (MUC) set a goal to construct and occupy a new facility by 2020. However, this project has been delayed several times in order to prioritize other critical capital projects, such as transmission, substation, and water treatment plant improvements and decommissioning the power plant. In 2016, a Facilities Study that was initially completed in 2010, was updated to identify operational efficiencies and assist in the evaluation of potential facility locations.

From 2016 to the present, WMU has methodically evaluated, promoted, and developed the building project. The project has been discussed in 18 Planning and Labor committee meetings and has been included in the annual capital budget, receiving approval at MUC meetings. The project's progress has been documented in annual audits, and WMU staff and MUC have held annual update meetings and tours with City staff and City Council members.

Over time, WMU created a comprehensive list of site criteria, using it to assess and evaluate over 20 properties within and surrounding our service territory. Preference was given to sites located along the North and East sides of the service area, allowing us to best utilize the bypass and accommodate future growth.

Negotiation Efforts and Property Selection

From 2023 to 2024, WMU engaged in negotiations with five landowners for properties along the Civic Center Drive corridor, but those negotiations were unsuccessful. As a result, WMU staff reached out to the owners of the current site, referred to as Property 1 on Willmar Avenue.

Negotiations for this site were successful, and WMU collaborated with the City Attorney's office, the seller, and their legal counsel to draft a purchase agreement.

It is important to note that the chosen property is adjacent to the city limits, which means it will require cooperation with multiple entities for the project to be feasible. To safeguard both WMU and the city, contingencies were included in the purchase agreement. These contingencies ensure that the project can proceed only if satisfactory agreements can be reached with all necessary parties.

Next Steps

With an approved purchase agreement, WMU can begin the processes for annexation and agreements for water and wastewater services. If favorable outcomes are achieved for all contingencies, WMU can proceed with the property acquisition and continue moving forward with the building project. However, if any contingency proves unfavorable, the purchase agreement will become null and void, and WMU will pursue the next best available location, as we have done with the previous five locations.

We appreciate your continued support and look forward to working together as we move forward with this important project.

Sincerely,

Jeron Smith, PE
General Manager
Willmar Municipal Utilities

WMU Property Purchase Comparison & Discussion

WMU Building Site Criteria	Property 1 Willmar Ave	Property 2 Industrial Park
Operational Efficiency: Optimize layout to improve interdepartmental communication and operational flow by housing departments in a single building. Provide centralized, secure yard space to accommodate all storage needs in a single location.	✓	✓
Maneuverability for Large Vehicles: Ensure ease of movement for large trucks, trailers, and equipment within the facility and its surrounding areas.	✓	□
Access to Multiple Arterial Streets: Ensure access to at least two arterial streets, one of which must be a 9-ton road, to support transportation and delivery requirements.	✓	□
Avoid Heavily Traveled Roads: Select a location that avoids placement on heavily trafficked roads to minimize congestion and safety risks.	✓	□
Avoid Railroad Crossings: Limit the need for railroad crossings to ensure efficient operations and minimize potential delays.	✓	✗
Access to Service Territory: Ensure ease of access to the majority of the service territory for efficient operations and response times.	✓	□
Access to Bypass: Facilitate convenient access to nearby bypass routes to improve transportation efficiency.	✓	✗
Customer Access: Ensure easy and safe access for customers.	✓	□
Zoning Requirements: The property must be zoned, or eligible for zoning, for industrial use.	□	✓
Proximity to Existing Utilities: Prioritize locations close to existing utility infrastructure for cost-effective utility connection.	✗	✓
Facility Design Flexibility: Ensure the facility can be designed to meet operational needs rather than being restricted by the constraints of the parcel.	✓	□
Adequate Parking: Provide sufficient parking to accommodate employees, visitors, and potential event hosting.	✓	✓
Optimize Land use: Choose a location that is not near retail or residential areas, as the facility operates 24/7 and is service-oriented in nature. Avoid locations that would limit commercial or industrial expansion.	✓	□
Proximity to City Limits and Service Territory: The facility should be located within or adjacent to the city limits and service territory to optimize service delivery.	✓	✓
Clean Energy Potential: Consider future plans for clean energy initiatives as part of the site's design.	✓	□
Consideration for Future Service Expansion: Plan for future service territory expansion aligned with city growth and the expansion of both city services and electric territory.	✓	□



Property 1: Parcel 33-013-0380, 15th Ave SE (Willmar Ave- just across bridge)

Approximately 27 acres (roughly 24.5 usable acres)

Pros:

- **Efficient access:** The site's connectivity via major roads is a significant advantage for both service efficiency and customer accessibility.
 - Bypass access (North or South)
 - Lakeland Drive access (North or South)
 - Easy access to the center of town via Willmar Avenue
 - County Road 9 access
- **Design flexibility:** An open site offers numerous possibilities for optimal design and future expansion.
- **Strategic positioning:** Being well-positioned within the city/service territory is crucial for long-term planning and growth.
- **Economic development:** Contributing to infrastructure costs can stimulate economic growth in the area.
- **Aesthetic value:** A nice vantage point and gateway to the city can enhance the site's appeal.

Cons:

- **City limits:** Being adjacent to city limits requires an additional annexation process.
- **Lack of city services:** The absence of water and wastewater services will require increased initial investment, whether city or private infrastructure.



Property 2: Industrial Park parcels adjacent to animal shelter

Approximately 22 acres including all 6 parcels (18 usable)

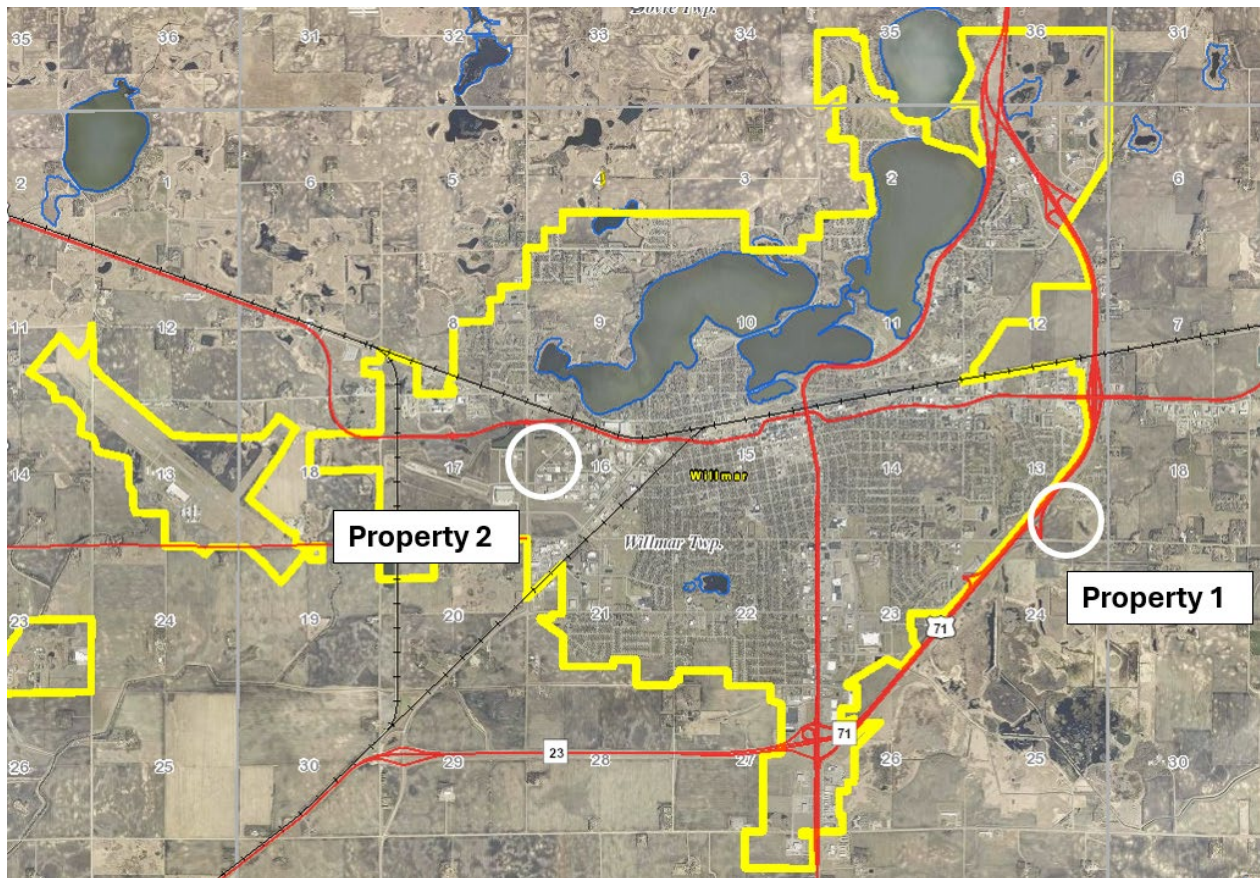
Pros:

- **Shovel ready:** The site is ready for immediate development.
- **Water and wastewater availability:** Having these services already in place will save time and reduce initial costs.

Cons:

- **Congested response options:** The traffic issues and limited vision on Highway 12, along with railroad crossings and multiple stop signs, results in significant logistical challenges.
- **No bypass access:** This limits the ease of access and affects service efficiency.
- **Limited room for expansion:** The smaller usable area and irregular shape restricts future growth and design flexibility.

Service Territory/City View:



Property 1 is a strategic choice for both current operations and future expansion. By positioning the Utility within the footprint of future growth, it ensures that the service can efficiently meet the demands of the East and North corridors as they develop. This forward-thinking approach could be crucial for long-term success.

VACANT PROPERTY PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of this 21st day of February, 2025, between Haug Properties, LLC, a limited liability company under the laws of the State of Minnesota ("Seller"), and the Willmar Municipal Utilities Commission, an instrumentality of the City of Willmar, Minnesota, 700 SW Litchfield Avenue, Willmar, MN 56201, its successors and assigns ("Buyer"); (collectively the "Parties").

In consideration of the covenants and agreements of the Parties hereto, Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Upon and subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property (collectively, the "Property"):
 - a. **Real Property.** The real property in Kandiyohi County, Minnesota, consisting of Parcel I.D. No. 33-013-0380, totaling approximately 27.4 acres, as legally described on the attached Exhibit A, (collectively the "Land"), together with all easements and rights benefiting or appurtenant to the Land and Improvements including any right, title or interest in the bed of any street, road, highway or alley adjoining the Land (collectively the "Real Property" or the "Property"). A depiction of the Real Property to be conveyed by Seller to Buyer pursuant to this Agreement is attached hereto as Exhibit B.
 - b. **Leases.** Seller warrants that any and all leases relating to the Property have been or will be terminated prior to the Closing Date. Seller shall disclose all leases pertaining to the Property to Buyer.
 - c. **Permits.** Seller's interests in any certificates, permits, variances, licenses and approvals which benefit or relate to the Property and its current use ("Permits").
 - d. **Warranties.** Seller's interest in all warranties and guaranties, if any, given to, assigned to or benefiting Seller or the Real Property, regarding the acquisition, construction, design, use, operation, management or maintenance of the Property ("Warranties").
 - e. **Plans.** All blueprints, shop drawings, surveys, studies, plans and specifications regarding the Real Property that are in the possession of or readily available to Seller or its agents (the "Plans").
 - f. **Records.** All records regarding the Real Property ("Records") that are in possession of the Seller, or its Seller's contract manager, except those that are proprietary to Seller or which are normally viewed as confidential.
 - g. **Proceeds.** Seller's interest in and to any insurance or condemnation proceeds hereinafter received relating to any of the Property (the "Proceeds").

2. **PURCHASE PRICE, MANNER OF PAYMENT, AND OTHER**

CONSIDERATION. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Six Hundred Thousand and No/100ths Dollars (\$600,000.00), which shall be paid as follows:

- a. Ten Thousand and No/100ths Dollars (\$10,000.00) as earnest money upon execution of this Agreement by the Buyer. The earnest money shall be deposited by the Buyer in the non-interest-bearing trust account of the Title Company within five (5) business days of the date of this Agreement.
- b. Five Hundred Ninety Thousand and No/100ths Dollars (\$590,000.00) in cash or other immediately available funds on the Closing Date, as defined below.
- c. After the Closing Date, Buyer intends to enter into an agricultural lease with Seller pursuant to which Buyer leases a portion(s) of the Land deemed surplus to Buyer's facility development needs, in Buyer's sole discretion, for agricultural purposes, for nominal or below market rent, for a term not to exceed five (5) years. Any such lease shall be executed separately from this Agreement after Closing.

3. **CLOSING.** The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on a date mutually acceptable to Seller and Buyer, but no later than sixty (60) days after the Inspection/Due Diligence Period described in Section 9 has expired or is waived in writing by Buyer, subject to extension for title curative matters pursuant to Section 6 (the "Closing Date"). The Closing shall take place at the Title Company, as hereinafter defined, or at such other place as may be agreed to mutually by the Parties. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

- a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "Seller's Closing Documents"):
 - i. Deed. A General Warranty Deed (with statement regarding any wells on the Property), in a form reasonably satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances, except the "Permitted Exceptions" determined pursuant to Section 6 hereof.
 - ii. Seller's Affidavits. An Affidavit of Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no labor or material furnished to the Property for which payment has not been made for which mechanics' liens could be filed; that there are no other unrecorded interests in the Property; and that there are no encroachment or survey issues of which Seller is aware; together with whatever standard owner's affidavit and/or indemnity which may be

reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 6 of this Agreement.

- iii. Well Certificate. If there are wells on the Real Property, a Well Certificate in the form required by Minn. Stat. § 103I.235.
- iv. Other Affidavits. Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or Sect. 115B.16 or other provisions of law.
- v. Abstract. The abstract of title or the owner's duplicate certificate of title for the Real Property as provided herein, if the same is in Seller's possession or control.
- vi. Title Policy. A title policy, or a marked-up Title Commitment, meeting the requirements of Section 6.
- vii. Subdivision. Evidence that the Property has been legally subdivided in accordance with the Subdivision Ordinance of the City of Willmar.
- viii. Other. Such other documents as may reasonably be required to transfer fee title to the Property to Buyer and to enable the Title Company to provide the Title Policy as required by this Agreement.

b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "Buyer's Closing Documents):

- i. Purchase Price. The Purchase Price, minus the Earnest Money, if any, by check or wire transfer.

4. **CONTINGENCIES.** The obligation of the Buyer to perform under this Purchase Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:

- a. Buyer shall have received written confirmation from the City of Willmar, Kandiyohi County, or Willmar township, as applicable, that the facility proposed to be constructed on the Property by Buyer complies with all applicable zoning and other land use regulations.
- b. On or before the Closing Date, Buyer shall have either (i) entered into an agreement, in a form satisfactory to Buyer, with the City of Willmar for the extension of watermain and sanitary sewer service to the Property; (ii) received a permit from the City of Willmar, Kandiyohi County, or Willmar Township, as applicable, for the Buyer's installation of a watermain and a wastewater line in the public right-of-way and connection to the City of Willmar's sanitary sewer

collection system; or (iii) received a permit from the City of Willmar, Kandiyohi County, or Willmar Township, as applicable, for the installation of a private well and septic system.

- c. On the Closing Date, title to the Property shall be acceptable to Buyer in accordance with the provisions of Section 6.
- d. The Inspection Period described in Section 9 shall have expired without Buyer's terminating the Purchase Agreement.
- e. The representations and warranties of Seller shall be true and correct in all material respects up through and including the Date of Closing.
- f. Buyer has obtained financing or otherwise obtained funds sufficient to enable it to pay the Purchase Price.
- g. The City Planning Commission has reviewed the acquisition and provided a recommendation on the proposed acquisition as required by City Charter, Section 4.02, subd. 8.
- h. The Parties understand and agree that the purchase of the Property is contingent upon approval of the Municipal Utility Commission of the City of Willmar of the purchase of the Property consistent with the terms of this Agreement, subject to the veto authority of the City Council of the City of Willmar.

The contingencies in this Section are solely for the benefit of, and may at any time be waived by, the Buyer. If any approval as provided herein is not obtained by the Closing Date, this Agreement shall be null and void and the earnest money, if any, returned to the Buyer.

5. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement.

- a. **Title Insurance and Closing Fee.** Seller will pay all costs related to issuance of the Title Commitment, including but not limited to any tax lien, judgment and bankruptcy searches. Seller will pay all costs of the Title Commitment, and Buyer will pay all premiums required for the issuance of the Title Policy. Buyer will pay any reasonable and customary closing fee or charge imposed by the Title Company.
- b. **Deed Tax.** Buyer shall pay the state deed tax on the Warranty Deed to be delivered by Buyer under this Agreement.
- c. **Real Estate Taxes.** General real estate taxes payable in the year prior to the year of Closing and all prior years will be paid by Seller. General real estate taxes

payable in the year of Closing shall be paid by Buyer, if the Closing occurs within the first half of the year 2025.

- d. **Special Assessments.** Seller shall pay on or before the Closing Date all special assessments that were officially levied or pending as of the date of this Agreement. Special assessments levied or which become pending after the date of this Agreement shall be paid by Buyer.
 - e. **Recording Costs.** Buyer will pay the cost of recording the Deed. Seller shall pay the cost of recording any documents necessary to perfect its own title or which release encumbrances other than Permitted Exceptions.
 - f. **Other Costs.** All other operating costs of the Property will be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such other operating costs accruing on or before the Closing Date, and Buyer pays that part of such operating costs accruing after the Closing Date. All utilities, if any, shall have a final reading as of the Closing Date and then be transferred to Buyer on the Closing Date. Seller shall be responsible for all charges prior to the final reading; Buyer shall be responsible for all charges after the final reading, as applicable.
 - g. **Attorneys' Fees.** Each of the Parties will pay its own attorneys', accountants' and consultants' fees.
6. **TITLE.** Seller shall convey good and marketable title to the Property to the Buyer, free of encumbrances other than easements and restrictions of record, which do not materially interfere with Buyer's intended use of the Property and Permitted Exceptions as provided by this Agreement.
- a. **Title Commitment.** Within ten (10) business days of the date of this Agreement, Seller shall, at Seller's expense, obtain and deliver to Buyer a title commitment ("Title Commitment") covering the Property and binding Kandiyohi Abstract & Title Co. ("Title Company") to issue at closing a current form ALTA Owner's Policy of Title Insurance ("Title Policy") in the full amount of the Purchase Price. Seller shall deliver to Buyer any updated Abstract(s) it may have in its possession. Abstracts of Title are not required to be certified to date nor to include searches covering bankruptcies, state and federal judgments, judgment liens, or special assessments, so long as the Title Commitment required above assures good and unfettered title.
 - b. **Survey.** Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have the right prior to Closing to obtain a survey of the Property at its cost and expense to ensure that it has an accurate legal description of the Property.

- c. **Objections.** Within fifteen (15) business days after delivery of the Title Commitment to Buyer, Buyer may deliver to Seller such written objections as Buyer may have to anything contained therein. Seller shall make commercially reasonable efforts to satisfy such objections prior to the Closing Date.
 - d. **Buyer's Rights if Seller Fails to Cure Objections.** If Seller fails to so cure such Objections within thirty (30) days following notice of the Objections (unless the nature of the Objection(s) is/are such that it will be cured at Closing), the parties will meet to discuss the reason for not curing the Objections and the method for proceeding. If the parties are unable to come to an agreement on such Objections within such 30 day period, Buyer may, as Buyer's exclusive remedies, waive such objections and accept such title as Seller is able to convey, with or without adjustment in the Purchase Price, or terminate this Agreement by written notice to Seller, provided that such termination notice must be delivered on or before the Closing Date. In the event of termination as provided herein, Seller shall return the earnest money, if any, to Buyer.
 - e. **Permitted Exceptions.** The following shall be deemed to be permitted exceptions:
 - i. Building and zoning laws, ordinances, state and federal regulations; and
 - ii. The lien of real property taxes or special assessments payable in the year of Closing which by the terms of this Agreement are not otherwise required to be paid by Seller but are instead required to be paid or assumed by Buyer.
7. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent, reasonable business standards, including the maintenance of adequate liability insurance and any currently-maintained insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief (Buyer understands that Seller may self-insure fire and other property casualties), provided, that Seller will not enter into any new leases, or renew any lease terms (other than on a month-to-month basis), or modify or terminate any lease, or accept the surrender of any leased premises, without the written consent of Buyer, which consent shall not be unreasonably withheld or delayed.
8. **SELLER'S WARRANTIES.** As an inducement to Buyer to enter into this Agreement of sale and purchase, Seller hereby represents and warrants to Buyer and agrees as follows:
- a. Seller is a limited liability company, validly existing in good standing under the laws of the State of Minnesota. Seller has taken all steps required under its

organizational documents in order to authorize this Agreement and the performance and satisfaction of all its terms and conditions.

- b. Neither the execution, delivery nor performance of this Purchase Agreement will result in the breach under any indenture, security instrument or other agreement or court or administrative order by which the Seller or the Property may be bound or affected.
- c. The Property and its current use, and the location of any improvements on the Property, are in compliance with all federal, state and municipal laws, ordinances, rules and regulations, including zoning, subdivision, environmental protection, building, fire and health laws, ordinances, rules and regulations; and Seller has received no notices from any municipal or state or federal regulatory bodies or agencies that the Property is in violation of the provisions of any such laws, ordinances, rules or regulations.
- d. There is legal access to and from the Property to a public street. Seller makes no representation or warranty as to whether this legal access is sufficient for the Buyer's intended purposes for the Property.
- e. Seller has disclosed and made available to Purchaser all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Substances and the Property. The term "Hazardous Substance," in the singular and plural form, means any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et. seq., any substances or materials which are classified or considered to be hazardous, contaminants, toxic or pollutants, or otherwise regulated under the laws of the State in which the Property is located, and crude oil and any fraction thereof, asbestos in any form or condition, and polychlorinated biphenyls in any form or condition, or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.
- f. All permits, licenses, approvals and reports necessary or required for a Party to store, use, generate or dispose of any Hazardous Substances within or on the Property have been obtained or made, are being complied with, and are in full force and effect.
- g. To the best of Seller's knowledge, no methamphetamine production has occurred on the Property.
- h. Seller is not aware of any environmental condition, situation or incident on, at, or concerning the Property, that could give rise to an action or liability under any Environmental Law or other law, rule, ordinance, or common law theory.

- i. To the best of Seller's knowledge, (i) there are no past or present investigation, administrative proceedings, litigation, regulatory hearings, claims or other actions proposed, threatened or pending, alleging non-compliance with or violation of any federal, or state or local laws, ordinance, rule or regulations dealing with environmental, health or safety matters ("Environmental Laws") or relating to any required environmental permits, and (ii) neither Seller nor any third party has violated any Environmental Law with respect to the Property or Improvements. For purposes of this Agreement, "Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and "Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, state or federal regulatory agency proceedings or actions, violations, debts, obligations, promises, acts, fines, judgment, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).
- j. To the best of Seller's knowledge, there are not now, nor have there ever been, any wells, operating or abandoned, located in, on or under the Property. As applicable, Seller will provide a Well Disclosure Statement to accompany this Agreement.
- k. Neither the Seller nor any of its affiliates, nor any person that controls, is controlled by, or is under common control with Seller, is on the list of Specially Designated Nationals and Blocked Persons of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor is Seller acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC.
- l. There are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Seller's ownership of the Property except in strict compliance with all laws, ordinances and regulations regarding such removal.

- m. There is in effect no contract or agreement relating to management, maintenance services or operation of the Property that cannot be terminated on or prior to the Closing Date.
- n. Seller has paid for or will pay for on or before the Closing Date, all work, supplies and materials, performed upon and supplied to the Property.
- o. There exists no litigation affecting or calling into question the Property or any part or component thereof, or Seller's interest therein. There is no condemnation proceeding pending with respect to any part of the Property, and Seller has no knowledge of any threat or the imminence thereof.
- p. There are no service, maintenance or other contracts or equipment leases relating to the Property other than those which can and, at Buyer's option, will be cancelled on or before the Closing Date; and Seller has disclosed in writing to Buyer all such contracts and equipment leases, if any.
- q. Seller will terminate all leases with respect to the Property prior to the Closing Date and Seller agrees that Seller will not enter into any new leases or renew any lease terms.
- r. No portion of the Property is in a flood plain.

All such representations and warranties shall be true on the Closing Date as if made on and as of such date and shall survive the Closing Date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date, Buyer may, in Buyer's sole discretion, at its option and by notice to Seller, either: (i) terminate this Agreement and upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder, or (ii) waive the warranty or representation and close the sale and purchase hereof.

9. **INSPECTION/DUE DILIGENCE PERIOD.** Buyer shall have, commencing the effective date of this Purchase Agreement, until ninety (90) days thereafter (the "Inspection/Due Diligence Period") to (i) conduct such reviews, inspections, soil borings, and tests of the Property as Buyer in its sole discretion deems necessary or advisable, (ii) conduct Phase I and Phase II environmental assessments of the Property, and (iii) obtain such federal, state and local governmental approvals and permits as Buyer in its sole discretion deems necessary or advisable for Buyer's proposed development and use of the Property. Such inspection/due diligence by Buyer shall include, but not necessarily be limited to, the following:

- a. Seller shall allow Buyer and its agents, upon twenty-four (24) hours advance verbal or written notice from Buyer to Seller, the right of any ingress and egress over and through the Property for the purpose of inspecting and testing the same and making other observations and taking soils samples and borings as Buyer deems prudent, necessary or advisable, all however, at Buyer's expense. Buyer

agrees to indemnify and hold Seller harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to Buyer's presence on the Property for the purposes aforesaid, which indemnity and hold harmless obligation of Buyer shall survive termination of this Purchase Agreement for any reason.

- b. If prior to the end of the Inspection/Due Diligence Period, Buyer finds any information or conditions relating to the Property or Buyer's proposed development and use thereof that are objectionable to Buyer in Buyer's sole discretion, Buyer shall have the right to terminate this Purchase Agreement by giving written notice of termination to Seller no later than the end of the Inspection/Due Diligence Period and, upon said termination, Seller shall promptly refund to Buyer all monies paid to Seller hereunder. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; (2) that soils are not suitable for development without excess soil corrections; or, (3) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, other Hazardous Substances, etc.) of the Property is unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

This Section shall not be construed to limit in any manner any future testing or analyses by Buyer, in Buyer's sole judgment and discretion, of the environmental conditions on the Property.

10. **BROKER'S COMMISSION.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction.
11. **SURVIVAL.** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after the Closing and shall not be deemed to have merged into any of the Closing Documents.
12. **NOTICES.** Any notice required or permitted to be given by any Party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to an officer of Seller; or if it is directed to Buyer, by delivering to Buyer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice as above required, or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Buyer: General Manager
Willmar Municipal Utilities
700 SW Litchfield Ave
Willmar, MN 56201

If to Seller: Butch or Paal Haug
Haug Properties LLC.
3593 Hwy 12 East
PO Box 1055
Willmar, MN. 56201

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other Party shall commence to run two (2) business days after any such deposit. Any Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner above specified.

13. **CAPTIONS.** The section/paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
14. **ENTIRE AGREEMENT; MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the Parties.
15. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
16. **CONTROLLING LAW.** The Parties acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement. The Parties have equal bargaining power, and intend the plain meaning of the provisions of this Agreement. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by application of any rule that provides for interpretation against the drafter of the Agreement. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
17. **CUMULATIVE REMEDIES.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, then Seller shall retain the earnest money, and this Agreement will terminate with no further obligation by either Party. The retention of the earnest money by Seller and the termination of this Agreement will be the sole remedies available to Seller for such

default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer may terminate the Agreement upon ten (10) days' notice to Seller (Seller having cure rights during the 10-day period), and in such event, the earnest money shall be returned to Buyer. Nothing in this Section precludes Buyer from seeking and recovering specific performance of this Agreement or "loss of bargain" damages upon Seller's default; provided however that any action for specific performance must be commenced within six (6) months of the date the cause of action arises.

18. **DATES AND TIME PERIODS.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.
19. **COUNTERPARTS.** This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.
20. **DUTIES OF TITLE COMPANY.** The sole duties of the Title Company shall be those described herein, and the Title Company shall be under no obligation to determine whether the other Parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said Parties. The Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper Party or Parties, consistent with reasonable due diligence on the Title Company's part. The Title Company shall have no duty or liability to verify any such notice, consent order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. The Title Company shall be under no obligation to institute or defend any action, suit or proceeding of any connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, the Title Company may continue to hold the same pending resolution of such dispute, and the Parties hereto hereby indemnify and hold harmless the Title Company from any action taken by it in good faith in the execution of its duties hereunder. The Parties hereto agree that there may exist a potential conflict of interest between the duties and obligations of the Title Company pursuant to this Agreement and as insurer of the purchase of the Property by Buyer from Seller. The Parties hereto acknowledge such potential conflict and indemnify and hold harmless the Title Company from any claim of conflict of interest arising as a result of its duties hereunder and in determining whether it can give its irrevocable commitment to insure Buyer's title. The provisions of this Section shall survive the termination of this Purchase Agreement.
21. **BUYER'S TRANSACTION APPROVAL.** Buyer's obligation to perform hereunder is contingent upon Buyer obtaining, before the Closing Date, approval of the transaction contemplated by this Agreement by the Municipal Utility Commission of the City of Willmar, subject to the veto authority of the City Council of the City of Willmar. Notwithstanding anything in this Agreement to the contrary, if such approval has not

been obtained by the Closing Date, this Agreement shall be null and void without further obligation by either Party. Execution of this Agreement by any person on behalf of the Buyer prior to obtaining the necessary approval provided herein shall not confer any personal authority nor create any personal liability on the signer for the obligations of Buyer under this Agreement.

22. **ASSIGNMENT.** Buyer shall have an unconditional right to assign this Agreement, and either Party may assign its rights under this Agreement at any time; provided that no such assignment will relieve the assigning Party of its obligations under this Agreement.
23. **SECTION 1031 EXCHANGE ACKNOWLEDGEMENT.** Seller anticipates that it may use the proceeds of this sale as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and, notwithstanding any contrary provision in this Agreement, the Buyer hereby consents to any assignment of all or any portion of Seller's interests under this Agreement that Seller may grant or convey to any qualified intermediary in connection with any such exchange; provided such assignment shall be at no cost to the Buyer and no such assignment shall release or diminish Seller's obligations hereunder.
24. **AUTHORIZED SIGNATORIES.** The Parties each represent and warrant to the other that the persons signing this Agreement are authorized signatories for the entities represented; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Remainder of this page intentionally left blank.

Buyer:

**WILLMAR MUNICIPAL UTILITIES
COMMISSION**

Date: 2-24-25

By: Shawn Mueske
Shawn Mueske, President

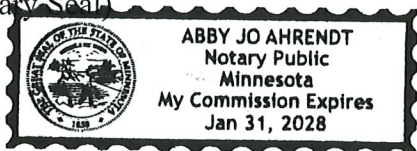
Date: 2-28-25

By: Jeron Smith
Jeron Smith, General Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on this 28 day of February, 2025,
by Shawn Mueske, President, and by Jeron Smith, General Manager of the Willmar Municipal
Utilities Commission, Buyer.

(Notary Seal)



[Signature]
Notary Public

THIS DOCUMENT WAS DRAFTED BY:

FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103
Phone: 651-225-8840

EXHIBIT A

Legal Description of Real Property

The Southwest Quarter of the Southeast Quarter of Section 13, Township 119 North, Range 35 West of the Fifth Principal Meridian, Kandiyohi County, Minnesota, EXCEPT the property conveyed to the State of Minnesota as found in Deed Book 241, page 117,

AND ALSO EXCEPT Parcel 2 of the record plat entitled KANDIYOHI COUNTY STATE AID HIGHWAY NO. 23 RIGHT OF WAY PLAT NO. 2, on file in the office of the Kandiyohi County Recorder.

AND ALSO EXCEPT that part which lies northwesterly of the northwest right of way line of U.S. Trunk Highway 71.

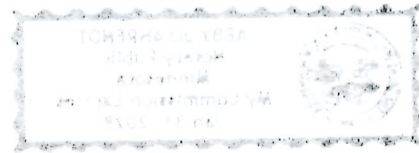
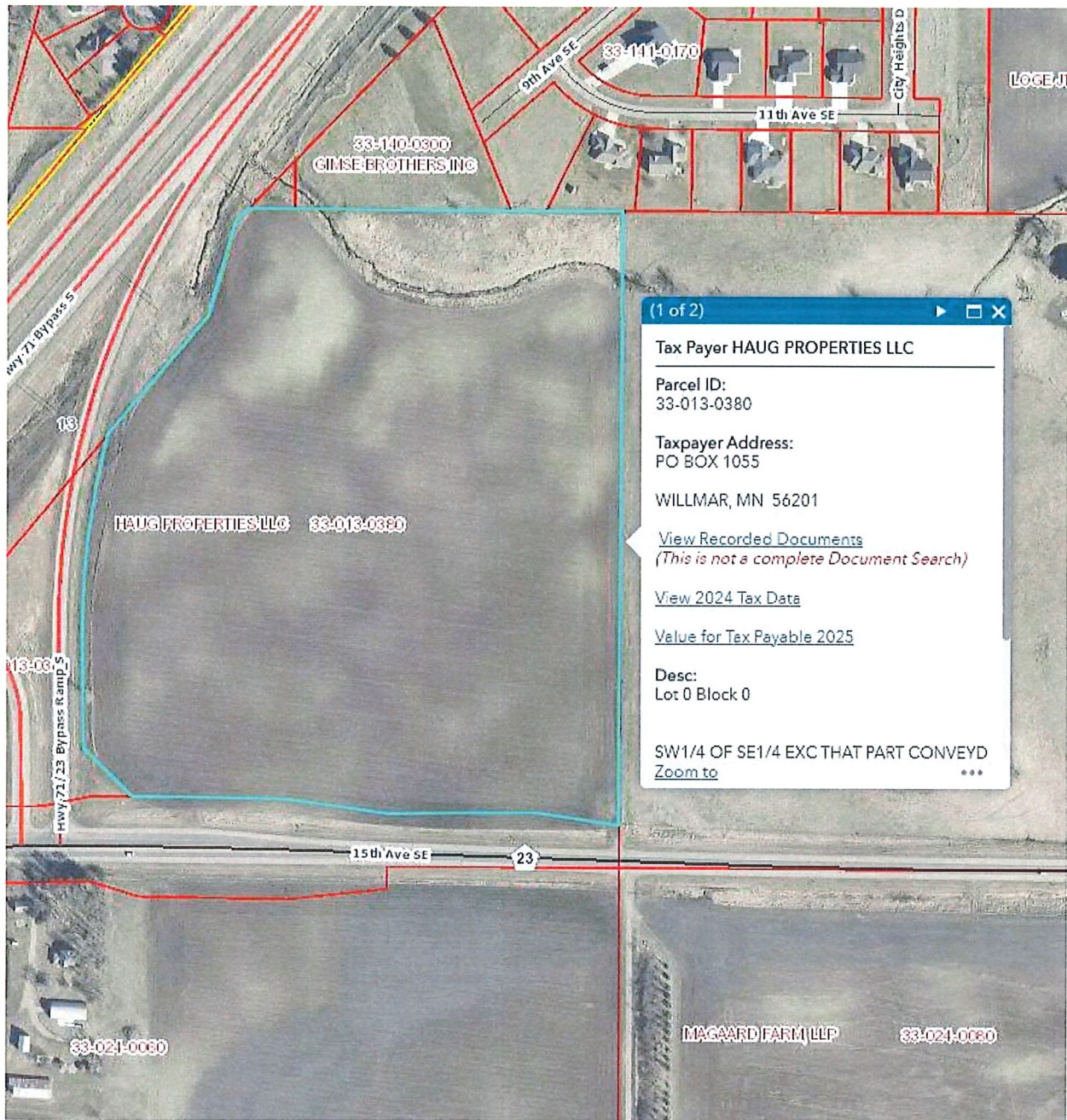


EXHIBIT B

Depiction of Real Property



RESOLUTION NO. 2025-028

**A RESOLUTION TO DEFER COUNCIL ACTION ON WILLMAR MUNICIPAL UTILITIES COMMISSION
RESOLUTION NO. 9**

Motion By: Ask

Second By: Butterfield

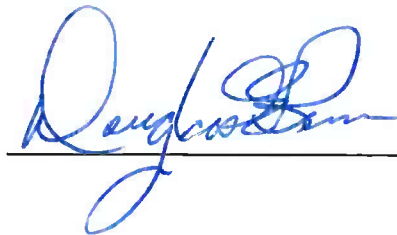
WHEREAS, the Willmar City Charter Section 4.05, Subdivision 5, allows the Willmar City Council to overrule any decision, motion, resolution, rule, regulation, or order of the Willmar Municipal Utilities Commission (Commission) at its next meeting following the City Clerk's receipt of the minutes of the Commission, but further provides that if the council desires to consider the matter further it may by resolution defer action on the matter for a period not to exceed 30 days or to the next scheduled city council meeting.

WHEREAS, the Commission acted and approved its Resolution No. 9, Real Property Purchase Agreement, at its February 24, 2025, meeting.

WHEREAS, the Willmar City Council desires to consider Resolution No. 9, Real Property Purchase Agreement, further in order gather and review additional information concerning the real estate transaction that is the subject the purchase agreement approved by the Commission in its Resolution No. 9.

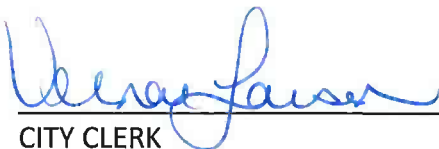
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar, that pursuant to Charter Section 4.05, Subdivision 5, the City Council hereby defers council action on the matter of Resolution No. 9, Real Property Purchase Agreement, approved by the Commission on February 24, 2025, for a period of 30 days.

Dated this 3rd day of March 2025



MAYOR

Attest:


CITY CLERK



SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – February 24, 2025

11:45 am – WMU Auditorium

The Municipal Utilities Commission (MUC) held its regularly scheduled meeting on Monday, February 24, 2025, at 11:45 a.m. in the WMU Auditorium. Commissioners present were Shawn Mueske, John Kennedy, Dave Baumgart, and Patricia Elizondo, meeting the quorum requirement. Commissioners Terrill Sieck, Bruce DeBleck, and Carol Laumer were absent.

Others present at the meeting included Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Coordinator Mike Sangren, Engineering Technician III Dave Andrist, Line Department Ed Zurn, Executive Secretary Abby Ahrendt, City Councilman Tom Gilbertson, City Attorney Robert Scott (via teleconference), and WC Tribune Journalist Jennifer Kotila.

The meeting began with the recitation of the Pledge of Allegiance. President Mueske then asked if any changes were needed to the agenda. Hearing none, a resolution to approve the consent agenda was requested. After review and discussion, Commissioner Baumgart offered a resolution to approve the consent agenda as presented, which was seconded by Commissioner Kennedy.

RESOLUTION NO. 8 PAYMENT OF BILLS

“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 February 10, 2025, MUC Meeting; and,
- ❖ Bills represented by vouchers No. 20250290 to No. 20250341 and associated wire transfers inclusive in the amount of \$1,369,712.13.

Dated this 24th day of February 2025.

President

Attest:

Secretary

The foregoing resolution was adopted by a vote of 4 ayes and 0 nays.

RESOLUTION NO. 7 AMENDING RESOLUTION NO 4

Finance & Office Services Supervisor Prekker presented a request to amend Resolution No. 4, which was approved at the January 27th MUC meeting, to clarify the proposed changes to add current General Manager Jeron Smith as an official signatory and remove previous General Manager John Harren. Commissioner Baumgart made a motion to approve the amendment as presented, which was seconded by Commissioner Elizondo.

The foregoing resolution was adopted by a vote of 4 ayes and 0 nays.

RESOLUTION NO. 9 REAL PROPERTY PURCHASE AGREEMENT

Facilities and Maintenance Supervisor Marti introduced the land purchase agreement for Parcel # 33-013-3800, for the purpose of construction of a new facility building. He noted the agreement met the initial property criteria, and due to the property being outside city limits, additional considerations were required. Commissioner Kennedy motioned to approve the purchase agreement, seconded by Commissioner Baumgart.

“BE IT RESOLVED, by the Municipal Utilities Commission of the City of Willmar, Minnesota, that the Real Property in Kandiyohi County Purchase Agreement for Parcel 33-013-0380 between the Willmar Municipal Utilities and Haug Properties, LLC, for the land acquisition of 27.4 acres required for the WMU Facility Building Project (New facility) be approved in the amount of \$600,000.”

Dated this 24th day of February 2025.

President

ATTEST:

Secretary

The foregoing resolution was adopted by a vote of 4 ayes and 0 nays.

Information Systems Coordinator Sangren provided an update on White Oak Security’s assessment, conducted in July 2024, as part of a two-year contract. The assessment identified internal and external vulnerabilities, including an email exchange server issue resolved by migrating to the cloud. Externally, outdated website software was updated by the hosting provider, addressing the vulnerabilities. Sangren confirmed that all issues have been resolved with the next assessment scheduled for July 2025.

Engineering Technician III Andrist presented the 2024 Year-End Review and 2025 Preview, covering Capital Improvement Projects (CIP), maintenance, administrative initiatives, distribution CIP, and upcoming goals. Andrist confirmed project expenses are within budget. Andrist noted ongoing discussions to incorporate city, county, and utility infrastructure into the GIS mapping

Line Department Supervisor Zurn presented the Electric Distribution 2024 Year-End Review, covering Capital Improvement Purchases, Completed Goals (Capital/O&M), Annual Electric Reliability Performance, and the 2025 Preview and Goals.

Upcoming events to note:

- ❖ MUC Retreat Friday March 21st at 10:30am – Heritage Bank
- ❖ Labor Committee Meeting Friday March 21, 2025, at 4:00pm
- ❖ APPA National Conference (New Orleans, LA): June 6-11

There being no further business to come before the Commission, Commissioner Baumgart made a motion to adjourn. Commissioner Kennedy seconded the motion, which was carried by a vote of 4 ayes and 0 nays. The meeting was adjourned at 12:24 pm.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Dave Baumgart, Secretary



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	9.B.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	Iverson Park Lift Station Replacement Professional Services		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2510-A Iverson Park Lift Station Design and Construction professional services to Bolton and Menk, Inc. in the amount of \$257,075.

Adopt the resolution approving the preliminary budget of Project No. 2510-A Iverson Park Lift Station in the amount of \$1,495,300.

Adopt the resolution for Intent to Reimburse project costs with bond proceeds.

OVERVIEW:

The Iverson Park Lift Station has been identified by staff in the Wastewater CIP for a complete replacement. The lift station was constructed in 1968 and has experienced flooding problems during rainfall events and is now undersized to service the area. It will also need to be relocated due to access and maintenance difficulties related to vehicle parking at adjacent buildings, and due to the damage of the lift station's electrical service from vehicles.

Bolton and Menk has submitted a proposal for the design and construction services of the project. This includes preliminary and final design completed by June, bidding finalized in August, and construction services for the replacement of the lift station to start in September.

BUDGETARY/FISCAL ISSUES:

The project will be funded by bond proceeds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution Accept SVCS Bolton And Menk Project No. 2510-A
2. Resolution Project No. 2510-A Iverson Park LS Preliminary Budget
3. Resolution Intent to Reimburse Bond Iverson Park Lift Station

4. 2025-03-06 Iverson Park LS PROPOSAL

Resolution No._____

**A RESOLUTION AWARDDING PROJECT NO. 2510-A DESIGN & CONSTRUCTION PROFESSIONAL SERVICES TO
BOLTON AND MENK, INC. IN THE AMOUNT OF \$257,075.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar. A Municipal Corporation of the State of Minnesota, that the bid of Bolton and Menk, Inc. of Willmar, MN for Project No. 2510-A Design and Construction professional services is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the amount of \$257,075.

Dated this 17th day of March, 2025

Mayor

Attest:

City Clerk

RESOLUTION NO. ____
PROJECT NO. 2510-A PRELIMINARY BUDGET
TOTAL COST \$1,495,300

*Budget Amounts are Essential

Motion By: _____

Second By: _____

Code

PERSONNEL SERVICES

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

TOTAL \$0.00

RECEIVABLES

Assessments Prop Owners \$0
Community Investment/Levy \$0
MSA \$0
MUC \$0
WTP \$1,495,300
LOST \$0

TOTAL \$1,495,300

SUPPLIES

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

TOTAL \$0.00

FINANCING

GENERAL \$0
LOST \$0
MSA \$0
WTP \$1,495,300
MUC \$0

TOTAL \$1,495,300

GRAND TOTAL \$1,495,300

Dated this 17th day of March, 2025

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$1,130,000
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$56,500

TOTAL \$1,186,500

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv. \$257,075
49 Other Charges \$51,725

TOTAL \$308,800

GRAND TOTAL \$1,495,300

RESOLUTION NO. ____

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

Motion By:_____ Second By:_____

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

1. Recitals.

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

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

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

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

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

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

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

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

D. The Council shall be advised from time to time on the desirability and timing of the issuance of

reimbursement bonds relating to project expenditures for which the City has made Declarations.

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

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

Adopted this 17th day of March, 2025, by the Willmar City Council

MAYOR

Attest:

CITY CLERK

EXHIBIT A

DECLARATION OF OFFICIAL INTENT

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

1. The undersigned has been and is on the date hereof duly authorized by the Willmar City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.
2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed: Iverson Park Lift Station Bond.
3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$2,000,000.00 is the maximum principal amount of the Bonds, which will be issued to finance the Project.
4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(17) of the Regulations.
5. As of the Date thereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Dated: March 17th, 2025

Vernae Larsen
City Clerk
City of Willmar, Minnesota

CERTIFICATION

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

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on March 17th, 2025. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member _____ moved the adoption of the Resolution, which motion was seconded by Council Member _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

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

WITNESS MY HAND officially as the City Clerk of the City of Willmar, Minnesota, this 17th day of March, 2025.

City Clerk
City of Willmar, Minnesota



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

March 6, 2025

Justin DeLeeuw, Public Works Director
City of Willmar
333 6th St SW
Willmar, MN 56201

RE: Iverson Park Lift Station Project
Design and Construction Services Proposal

Dear Mr. DeLeeuw:

Bolton & Menk, Inc. is pleased to submit this proposal for the Iverson Park Lift Station Project. It is our understanding that the City of Willmar intends to move forward with the project per the capital improvements schedule this year. We offer our expertise and knowledge needed to successfully plan, design, and manage the project on behalf of the City, which is why you have previously chosen us for similar projects. Our expertise and knowledge are further identified below:

Local Expertise – The City of Willmar wants a teammate who is familiar with City processes, expectations, and standards for plans and specifications. For more than 25 years, Bolton & Menk has been working in and with the City of Willmar. Our team for this project has the experience and expertise for this City project.

Continuity – City staff and our project team have the history, knowledge, and affiliation on this project due to our successful completion with other similar projects: Westwood Court Lift Station, Country Club Drive Lift Station, Gorton Avenue Lift Station, Fairgrounds Lift Station, Armory Lift Station, TH 12 Lift Station Elimination, and Eagle Lake Lift Stations 7, 8, & 9. Our experience and working relationship with the City have resulted in many successful projects together.

Thank you for the opportunity to submit this proposal and continue our working relationship. We are excited at the opportunity to complete another Lift Station Design Project. Please contact me at 320-905-3520 or joshua.halvorson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully Submitted,

Bolton & Menk, Inc.

Joshua Halvorson, P.E.
Principal Engineer

Cc: Jason Lindahl – Wastewater Superintendent
Tom Templer – WWTF Foreman
Jared Voge, P.E. – City Engineer

I. PROJECT UNDERSTANDING

The project includes the complete replacement of the existing Iverson Park Lift Station. This lift station was constructed in 1968 and has experienced flooding problems in the past during rainfall events and is undersized for the current service area. This Lift Station also needs to be relocated from its current location due to access and maintenance difficulties related to vehicle parking at adjacent buildings, and due to the damage of the lift station's electrical service from vehicles.

The scope of work includes design services through construction of the project. Our proposed scope of work is based on our familiarity with the projects, the local area, and our experience working with the City of Willmar. The proposed project will be clearly communicated to all stakeholders and engineered collaboratively among all interested parties.

II. SCOPE OF WORK

The Scope of Work can be summarized as the following:

A. PRELIMINARY DESIGN

1. Survey Services

Topographical data based on NAD 83 horizontal, and NAD 88 vertical datum will be collected to identify existing improvements, property lines, and easement locations adjacent to the project area. The location and elevation of all existing sanitary manholes & forcemain. In addition, the locations of private utilities consisting of phone, cable, electrical, gas, etc. will be determined. A Gopher State One Call ticket will be generated for the project. Bolton & Menk will establish property boundaries and existing easement locations and locate as many property corners as possible without completing boundary surveys. Bolton & Menk will request all available as-built drawings for the project area. Prior to obtaining topographic information along the project route, Bolton & Menk will work with City staff to inform property owners of the survey being completed.

2. Evaluate the Service Area

Bolton & Menk will review reference documents regarding the 2006 Comprehensive Collection System Plan prepared to determine the appropriate lift station and pipe sizing. These studies will be used as a framework for additional analysis. In addition, the City's/County's Comprehensive plan, future land use, and zoning maps will be used to determine anticipated land uses and the corresponding wastewater flows associated with those uses.

3. Lift Station Technology

Bolton & Menk will meet with City staff and wastewater operators to discuss current and emerging lift station technologies, structure types, pumps, equipment, or maintenance equipment to ensure that the lift stations operate as efficiently and cost effectively as possible upon construction.

4. Availability of Space and Relocation

Bolton & Menk will evaluate the potential relocation of the lift station considering both construction and long-term impacts due to existing City and private utilities. Relocation of the lift station, which is contingent on availability of road right-of-way, adjacent property owner cooperation, and three-phase power. We will determine the temporary or permanent easements required or property need for purchase on the project. Bolton & Menk will provide the City with easement exhibits and legal descriptions for use in acquiring the necessary easements, should the City elect to pursue a lift station location outside of existing rights-of-way or easements.

5. 30% Design Plans

Bolton & Menk will prepare 30% design plans and corresponding cost estimates for the project. The plans and cost estimates will be based on the survey data, analysis of service area, design flows, geotechnical investigations, lift station technologies, and availability of space. The 30% plans will include preliminary elevations and layouts for the lift stations. The 30% plans will be reviewed with City staff at a workshop. Comments received will be documented and incorporated into the design.

B. DESIGN PHASE

1. 90% Project Documents

Based on the comments received from the City during the 30% design workshop, 90% plans will be prepared for the project. The 90% plans will include a title sheet, details, tables, SWPPP, plan and profile, and lift station sheets. In addition, we will work with InControl to provide lift station control panel drawings, bill of materials per City of Willmar standards for lift station controls, and instrumentation. The instruments may include starters, soft starters, or variable frequency drives and will be incorporated into the plans and specifications as needed. InControl will make all necessary changes to license requirements for the Radio Network, programming of the Network switches, changes required at the Wastewater Treatment Plant SCADA hardware and software. Additionally, a 90% cost estimate and a draft of the technical specifications and project manual will be presented to the City for review at a City workshop. The comments received at the workshop will be documented and incorporated into the plans and specifications.

2. Bidding Documents and Cost Estimate

Following review of the plans and project manual by the City, bidding documents will be prepared and will incorporate comments from the City and other reviewing agencies. A construction cost estimate will be provided based on the bidding documents.

3. Permits and Approvals

All regulatory permits will be prepared and submitted to the appropriate agencies. Bolton & Menk will work with the City Finance Director to obtain the necessary permit fees and will submit the permit applications.

C. BIDDING

1. Advertisement for Bids

Bolton & Menk will prepare the project Advertisement for Bids. Bolton & Menk will work closely with City staff to develop the advertisement and bid opening dates to ensure they fit with committee and council schedules. Bolton & Menk has successfully prepared and coordinated Advertisements for Bids with City staff on previous projects. Due to the cost of the project, the advertisement will continue for a minimum of 21 days and published in the West Central Tribune for two issues of the newspaper. In addition, the advertisement will also be placed on QuestCDN and Bolton & Menk's website.

2. Distribute Bidding Documents

Bolton & Menk will distribute bidding documents through QuestCDN. A QuestCDN project number will be obtained, included in the advertisement for bids, and all contract documents will be available for download by contractors and suppliers via QuestCDN. In addition, Bolton & Menk will provide contractors and suppliers who request hard copies of the documents those documents via UPS for a nominal fee. Bolton & Menk will maintain a plan holders list for the project, complete with contact information.

3. Prepare Addenda

Based on questions received from contractors and suppliers during the advertisement process, Bolton & Menk will prepare all addenda necessary for the project. Addenda will be distributed via QuestCDN and via fax to any manual plan holders.

4. Bid Opening

Bolton & Menk will conduct the project bid opening at City Hall. Prior to the bid opening, a bid tabulation identifying all anticipated bidders will be prepared so the bid amounts, when read, can be recorded. Following the evaluation of the bids, a bid abstract will be prepared and include unit prices and extensions for each bid item submitted by each bidder. The abstract will be completed in Excel format and provided to the City. After the abstract has been prepared, Bolton & Menk will provide a recommendation letter to the City regarding the award of a contract. The bid analyzing process will include communication with the low bidder regarding previous similar project experience, verification of all contract requirements, reference checks, and debarment verification. The bid abstract and recommendation letter are expected to be provided to the City within two days following bid opening. Following the award of a contract by the City Council, Bolton & Menk will issue a notice of award to the contractor.

5. Contract Documents

Following the award of the contract by the City Council, Bolton & Menk will prepare contract documents, obtain all insurance and bonding requirements from the contractor, verify all required information has been provided by the contractor, and prepare documents for the City to issue a Notice to Proceed.

D. CONSTRUCTION SERVICES

Bolton & Menk, Inc. will administer the construction contract ensuring compliance with the contract documents on behalf of the City while communicating regularly with City staff. We will also provide construction staking and construction observation for the improvements. The Resident Project Representative will provide recommendations regarding the contractor's work, provide clarifications and interpretations of the contract documents based on contractor inquiries, recommend change orders and work change directives and prepare all necessary documents. In addition, the RPR will review and approve shop drawings, and samples as well as log and track all submittals. Substitutes proposed by the contractor will be evaluated for compliance with the contract documents. The RPR will also observe special inspections or tests such as televising, quality compaction, and review material certifications for compliance with the contract documents. The RPR will document the contractor's progress and prepare and process payment applications based on the work completed. Upon completion of the project, Bolton & Menk, Inc. will prepare the project record drawings.

III. ASSUMPTIONS

This proposal is based upon the following assumptions and are not included in this proposal:

- A. Right-of-way/Easement acquisition services will not be provided by BMI.
- B. Any geotechnical investigation services will not be provided by BMI.
- C. Instrumentation and Control of the Lift Stations will be provided by In Control, Inc.
- D. Reimbursable fees related to the project are the responsibility of the Owner.
- E. Private utility extension and connection fees are not included in this proposal.

IV. PRELIMINARY SCHEDULE

Bolton & Menk, Inc. will initiate the scope of services immediately following execution of this proposal. Our proposed schedule for completing the major tasks outlined within this proposal is as follows:

- | | |
|---------------------------|---------------|
| A. Preliminary Design | August 2025 |
| B. Design Phase | December 2025 |
| C. Bidding | February 2026 |
| D. Construction Start | May 2026 |
| E. Substantial Completion | October 2026 |
| F. Final Completion | December 2026 |

This schedule will be adjusted as necessary since the tasks, including permitting and approvals, affect the completion of subsequent project tasks. The Owner will be made aware of any deviations from this schedule, which affect or jeopardize the timely completion of the project.

V. COST

Bolton & Menk, Inc. understands the importance of delivering a project on time and within budget. We closely monitor our time, budget, and our staff efficiency to provide value and savings to our clients. Based on our experience working with the City of Willmar on similar projects, we are confident in the level of effort required to deliver a successful project and have provided estimated costs associated with these tasks below:

TASK	ESTIMATED COST
Task 1 – Preliminary Design	\$70,625
Task 2 – Design Phase	\$73,450
Task 3 – Bidding	\$5,650
Task 4 – Construction Services	\$107,350
TOTAL ESTIMATED COSTS	\$257,075

We propose an hourly Not To Exceed contract. We bill monthly based on hourly fees for each individual performing work on the project up to a total NOT TO EXCEED fee of **\$257,075**. We only bill for hours of work completed on the project. If the project requires less time, then we will only bill for the hours required. We will obtain your approval prior to proceeding with additional work outside our scope of services.

Because we understand the proposed scope of work is dynamic and subject to modification, our scope of services and estimated fee is open to further negotiation. We do not charge separately for typical expenses associated with operating a professional business. The fees identified above include vehicle and personnel expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these items.



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	9.C.
Agenda Section:	Regular Business	Originating Department:	Wastewater
Resolution:	Yes	Prepared By:	Justin DeLeeuw, Public Works Director
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	Wastewater Treatment Facility Biosolids Tanker Purchase		

RECOMMENDED ACTION:

Adopt the resolution to purchase a 2025 Brenner 6300-gallon double conical trailer with offload system from Courtland Waste Handling Inc for the amount of \$210,600.00.

OVERVIEW:

During the fall of 2023, the WWTF semi-truck and trailer were involved in a rollover accident. This truck and trailer combo is used to haul biosolids away from the treatment facility. The truck was able to be repaired and rebuilt, but the City's 2010 trailer was totaled. Due to the amount of the deductible within the City's insurance policy and the low number of claims during the year, insurance dollars only paid for the cost associated with the truck repair. Since that time, the staff has been renting a trailer unit for hauling. Trailer rental costs totaled \$41,600 in 2024.

WWTF staff solicited quotes for the purchase of a trailer. Only one quote was received, and that came from Courtland Waste Handling. Courtland is also the company from which the rental trailer is obtained. Officials from Courtland have stated that if a new trailer were to be purchased, a 50% credit of the 2025 rental price would be applied toward the purchase of said trailer. Reducing the purchase cost by roughly \$20,000 if rental terms are similar to last year's. The lifespan of a new trailer is estimated to be 25 years.

Staff inquired about purchasing a used trailer and were given a quoted price of \$158,500. The 50% rental credit only applies to the purchase of a new trailer. Considering the rental credit terms, proximity of prices, and typical past practices, the staff recommends purchasing a new trailer.

BUDGETARY/FISCAL ISSUES:

The trailer purchase would be funded from the WWTF operating budget. The city's financial advisors have assured us that the city will remain within the legal debt service threshold using operating funds for this purchase.

Please note that any tax or license fees, as well as any rental credit, may alter the final price.

ALTERNATIVES TO CONSIDER:

WWTF staff will continue to rent a trailer if the resolution is not approved.

ATTACHMENTS:

1. RESOLUTION - WWTP Biosolids Trailer
2. 2025 Tanker bid
3. Used Quote for Willmar Wastewater

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE PURCHASE OF A 2025 BRENNER TRAILER IN THE AMOUNT OF
\$210,600.00.**

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, the purchase of a 2025 Brenner Trailer from Courtland Waste Handling Inc. is accepted, and be it further resolved the Mayor and City Administrator of the City of Willmar are hereby authorized to enter into an agreement with the bidder for the terms and consideration of the contract in the total amount of \$210,600.00.

Dated this 17th day of March, 2025

Mayor

Attest:

City Clerk



P.O. Box 34
Courtland MN 56021
Phone: 507-359-4230
Fax: 507-359-1355

1/2/2025

Quote: Allen @ Willmar Wastewater

Phone: (320)212-7832

Email: aschueler@willmarmn.gov

"New" 2025 Brenner 6300 gallon double conical trailer with offload system

Complete with:

- 304 stainless steel barrel
- Stainless steel subframe
- (2) full circle baffles equally spaced
- Jost A440 2 speed landing gear w/curbside crank
- Tri-axle with 49" axle spread
- Hendrickson Intraax suspension w/23K axle rating each
- Automatic slack adjusters
- Aluminum air tanks
- Air ride system
- Meritor Wabco Smart Trac automatic lift axle
- (8) 10 hole hub-piloted steel wheels
- Cooper Road Master 11R 22.5 14 ply radial tires
- 2 single eye tow hooks
- Marker lights mounted in S.S. boxes
- 2" wide reflective tape
- Trailer to meet all D.O.T. specs/regulations
- 8" low flow system
- Manual hydraulic controls
- Front raised operation platform
- 3" ball valve impeller housing drain
- 6" gate valve and fitting on rear of sump
- Drip can for boom arm
- In line 6" air gate valve
- Standard Courtland fill opening w/spring loaded doors to be mounted center of trailer
- Boom light package w/3 L.E.D. lights to be mounted to customer's directions
- S.S. ladder
- Auto luber w/extra grease certs on rotational elbow
- 2" external water hookup mounted to customer's directions
- Mounting fire extinguisher brackets supplied by customer
- Freight, fabrication and F.E.T. included

Price: \$210,600.00

(Page 1 of 2)



P.O. Box 34
Courtland MN 56021
Phone: 507-359-4230
Fax: 507-359-1355

***Notes:**

- a. Sales tax is not included
- b. Still working on internal wash out system
- c. Purchase comes with testing of wet kit hands on and in person training if needed

Please give me a call at 507-359-4230 if you have any questions.
Thanks,

Chris Dauer
Courtland Waste Handling Inc.

(Page 2 of 2)



P.O. Box 34
Courtland MN 56021
Phone: 507-359-4230
Fax: 507-359-1355

2/13/2025

Quote: Allen @ Willmar Wastewater
Phone: (320)212-7832
Email: aschueler@willmarmn.gov

"New" Manure Off-load Trailer

Complete with:

- 7,000 gallon used trailer
- Double conical
- Stainless steel barrel
- Refurbished trailer
- New airlines and electrical
- New light boxes and lights
- Axles and undercarriage serviced
- Spring ride suspension
- Mild steel sub frame with 3rd lift axle
- New recap tires w/steel inside wheels and aluminum outside
- 8" low flow off-load system
- Manual hydraulic controls
- Front raised platform
- 3" ball valve for impeller housing drain
- 6" gate valve with fitting on rear of sump
- Drip can for boom arm
- In line 8" air gate valve
- Rear mounted fill opening w/18" flared extension with spring loaded doors
- Boom light package w/3 L.E.D. lights
- Stainless steel ladder
- Auto luber w/extra grease certs on rotational elbow
- 2" external water hookup mounted to customer's directions
- Mounting fire extinguisher brackets supplied by customer

Price: \$158,500.00 + tax

Please give me a call at 507-359-4230 if you have any questions.
Thanks,

Chris Dauer
Courtland Waste Handling Inc.



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	9.D.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Project No. 2505-B TH 40 Draintile Repair Bid Award		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2505-B to Duininck, Inc. in the amount of \$492,249.

Adopt the as-bid budget for Project No. 2505-B in the amount of \$606,920.

OVERVIEW:

Project No. 2505-B, the TH 40 draintile repair, bids were opened on February 26th with five bids received. The low bid was from Duininck, Inc. in the amount of \$492,249. The Engineer's estimate of the project was \$450,000.

The City holds responsibility for executing a drain pipe permit with BNSF as outlined in the Settlement Agreement executed on June 28, 2023. This permit will allow the City to install and maintain a drain tile crossing within the designated City drain pipe premises located on BNSF's right-of-way. The permit will also include the reconstruction and restoration of the existing City draintile. The City agrees to ensure the design and construction of the draintile will comply with BNSF's Utility Accommodation Policy. The permitting, design, and construction process must be completed by June 1, 2025.

BUDGETARY/FISCAL ISSUES:

The project will utilize Industrial Park funds for the repair.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid Project No. 2505-B
2. Project No. 2505-B Council Bid Recommendation
3. Project No. 2505-B As-Bid Budget TH 40 Draintile Repair
4. Project No. 2505-B TH 40 Draintile Repair Title Sheet

Resolution No._____

A RESOLUTION AWARDING PROJECT NO. 2505-B TO DUININCK, INC. IN THE AMOUNT OF \$492,249.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the bid of Duinick, Inc. of Prinsburg, MN for Project No. 2505-B 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 \$492,249.

Dated this 17th day of March, 2025

Mayor

Attest:

City Clerk



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: March 7, 2025
To: Justin Deleeuw, Public Works Director
City of Willmar, Minnesota
From: Josh Halvorson, P.E.
Principal Engineer
Subject: Willmar BNSF TH 40 Draintile Repair
City of Willmar, Minnesota
BMI Project No.: 24X.136269.000
City Project No.: 2505-B

On February 26, 2025, we received five (5) bids for the Willmar BNSF TH 40 Draintile Repair project. The base bids ranged from \$492,249.00 to \$803,780.00. The Engineer's estimate for the project was \$450,000. The low bidder for the project is Duininck, Inc. of Prinsburg, Minnesota. A bid tabulation is attached for your review.

The low bid received has submitted a valid bid per instructions to bidders for the construction contract. This includes submitting the required signed bidder forms of the total bid, completed responsible contractor forms, and an effective bid bond.

Duininck, Inc. has the equipment, financial resources, and resume to complete the job. All items relating to the submitted bid are conforming to the bid requirements. Based on the above and our experience working with the Contractor, my recommendation is the City Council award the project for the Willmar BNSF TH 40 Draintile Repair project to Duininck, Inc. of Prinsburg, Minnesota in the amount of \$492,249.00.

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

JJH/kp

Cc: Jared Voge, City Engineer

Attachments: Bid Tab

BID TABULATION

PROJECT: WILLMAR BNSF TH 40 DRAINTILE REPAIR
CITY OF WILLMAR, MINNESOTA

DATE: February 26, 2025

TIME: 1:40 P.M.

PROJECT NO. 24X.136269 / 2505-B

QUEST PROJECT NO. 9531364

BIDDERS		BASE BID
1.	Duininck, Inc. Prinsburg, MN	\$492,249.00
2.	Hoffman Construction Co LLC Pennock, MN	\$522,216.50
3.	Kurilla Contracting Buffalo, MN	\$555,320.67
4.	Crow River Construction New London, MN	\$657,413.00
5.	Swenson and Sons Construction New London, MN	\$803,780.00

RESOLUTION NO. _____
AS-BID 2025 STREET IMPROVEMENTS BUDGET
2505-B BNSF TH 40 DRAINTILE REPAIR
ESTIMATED TOTAL COST \$606,920
*Budget Amounts are Essential

Dated: _____

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____
Community Investment /Levy	_____
MSA	_____
MUC	_____
WTP	_____
LOST	_____
INDUSTRIAL PARK	\$606,920
TOTAL	\$606,920

SUPPLIES

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

FINANCING

General	_____
MSA	_____
MUC	_____
WTP	_____
LOST	_____
INDUSTRIAL PARK	\$606,920
TOTAL	\$606,920

GRAND TOTAL **\$606,920**

Dated: _____

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	\$492,300
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	\$24,700
TOTAL	\$517,000

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	\$89,920
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$89,920

GRAND TOTAL **\$606,920**

CITY OF WILLMAR

CONSTRUCTION PLANS FOR

T.H. 40 DRAINTILE REPAIRS

JACK & BORE STORM SEWER, OPEN CUT STORM SEWER

JANUARY, 2025

RESOURCE LIST

CITY ADMINISTRATOR

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

CITY ENGINEER

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

CONSULTANT

BOLTON & MENK, INC.

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

ELECTRIC

WILLMAR MUNICIPAL UTILITIES

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

PUBLIC WORKS

JUSTIN DELEEUEW
333 6TH STREET SW
WILLMAR, MN 56201
PHONE: (320) 214-5171
CELL: (320) 220-3309
jdeleeuw@willmarmn.gov

BNSF RAILROAD

DAN PELTIER
MANAGER ENGINEER
PHONE: (763)-782-3495
CELL: (612)-325-2698

UTILITIES

GAS

MAGELLAN (ONEOK)

HEATH BIEGLER
CELL: (612)-723-0107
EMAIL: HEATH.BIEGLER@ONEOK.COM

CENTERPOINT ENERGY

AUSTIN SOWERS
700 WEST LINDEN AVENUE
MINNEAPOLIS, MN 55440
OFFICE: (612) 321-5241 (AUSTIN)
CELL: (218) 221-5271 (AUSTIN)
EMAIL: austin.sowers@centerpointenergy.com

COMMUNICATIONS

ARVIG COMMUNICATIONS SYSTEMS
JOHN VONRUDEN
160 2ND AVENUE SW
PERHAM, MN 56573
PHONE: (218)-346-8480
EMAIL: JOHN.VONRUDEN@ARVIG.COM

CENTURYLINK - LUMEN

TONY VANDERHAGEN
4658 HEATHERWOOD ROAD
SAINT CLOUD, MN 56301
PHONE: (320)-255-8533
EMAIL: TONY.VANDERHAGEN@CENTURYLINK.COM

TELEPHONE

HANSON COMMUNICATIONS

BRUCE HANSON
1104 19TH AVENUE SW, SUITE B
WILLMAR, MN 56201
PHONE: (320) 847-3993
EMAIL: bruce@hcinet.net
FIELD - TOM JOHNSON (320) 212-3560

FIBER OPTIC

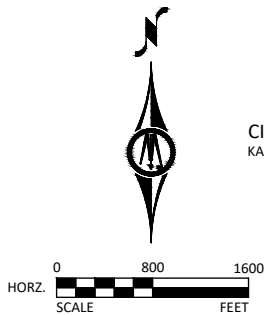
WINDSTREAM/EN-TEL

MIKE ALTHOFF
63 Maple Avenue North
Maple Lake, MN 55358
PHONE: (612) 282-2331
EMAIL: Mike.Althoff@windstream.com



MAP LEGEND

PROJECT LIMITS



MAP OF THE
CITY OF WILLMAR
KANDIYOHI COUNTY, MN

PROJECT LOCATION

DESIGNED: JH
DRAWN: JH
CHECKED: JH
CLIENT PROJ. NO.: 24X136269



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

DESIGNED	NO.	ISSUED FOR	DATE
DML			
DRAWN			
DML			
CHECKED			
JJH			
CLIENT PROJ. NO.			
24X136269			

SHEET NUMBER SHEET TITLE

SHEET NUMBER	SHEET TITLE
	GENERAL
G0.01 - G0.03	TITLE SHEET, LEGEND, GENERAL NOTES
G1.01	STATEMENT OF ESTIMATED QUANTITIES
	CIVIL
C1.01	STORM SEWER DETAILS
C2.01 - C2.02	EROSION CONTROL PLAN, EROSION CONTROL DETAILS
C5.01 - C5.02	STORM SEWER PLAN & PROFILE

THIS PLANSET CONTAINS 9 SHEETS.

BM=1116.73
MNDOT BM WILLPORT
AZ MARK

PROJECT DATUM:
HORIZONTAL: KANDIYOHI COUNTY COORD SYSTEM
2011 ADJUSTMENT
VERTICAL: NAVD88

RECORD DRAWING INFORMATION
OBSERVER:
CONTRACTOR:
DATE:

CITY OF WILLMAR, MINNESOTA
T.H. 40 DRAINTILE REPAIRS

TITLE SHEET

SHEET

G0.01



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	9.E.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Project No. 2503-B West Street Improvements Bid Award		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2503-B Base Bid and Alternate B to Duininck, Inc. in the amount of \$2,072,903.60.

Adopt the resolution approving the as-bid budget for Project No. 2503-B in the amount of \$2,510,100.

OVERVIEW:

Project No. 2503-B, West Street Improvement Project, is a reclaim and overlay of the streets shown on the enclosed plan title sheet. Bids were opened on February 26th with three bids received. Each bid included a Base Bid and Alternate A and B.

Alternate A includes temporary access costs for the completion of construction of 7th Avenue NW, while keeping one lane open to traffic at all times.

Alternate B includes temporary access costs for the completion of 7th Avenue NW while detouring traffic through Regency Mobile Home Park and Valley Side Townhomes parcels, with the use of a temporary gravel road. Temporary easements have been obtained from both property owners and will be executed if the award of the project includes this alternate. Alternate B will close 7th Avenue NW to traffic during construction.

The low bidder for the Base Bid with Alternate B was Duininck, Inc. in the amount of \$2,072,903.60. The Engineer's estimate of the project was \$2,400,000.

BUDGETARY/FISCAL ISSUES:

Funding sources for the project include assessments and bond proceeds.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid 2503-B

2. Project No. 2503-B As-Bid Budget -Street Improvement Project West
3. Project No. 2503-B Council Bid Recommendation
4. Project No. 2503-B Street Improvement Project - West Title Sheet

Resolution No._____

A RESOLUTION AWARDING PROJECT NO. 2503-B TO DUININCK, INC. IN THE AMOUNT OF \$2,072,903.60.

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 Base Bid and Alternate B of Duininck, Inc. of Prinsburg, MN for Project No. 2503-B 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 \$2,072,903.60.

Dated this 17th day of March, 2025

Mayor

Attest:

City Clerk

RESOLUTION NO. _____
AS-BID 2025 STREET IMPROVEMENTS BUDGET
2503-B STREET IMPROVEMENT PROJECT WEST
ESTIMATED TOTAL COST \$2,510,100
*Budget Amounts are Essential

Dated: _____

Code

PERSONNEL SERVICES

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

RECEIVABLES

Assessments Prop Owners	_____ \$931,900
Community Investment /Levy	_____ \$1,578,200
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$2,510,100

SUPPLIES

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

FINANCING

General	_____ \$2,510,100
MSA	_____
MUC	_____
WTP	_____
LOST	_____
TOTAL	\$2,510,100

GRAND TOTAL **\$2,510,100**

Dated: _____

OTHER SERVICES

30 Communications	_____
31* Printing & Publishing	_____
32 Utilities	_____
33* Travel-Conf.-Schools	_____
34 Mtce. of Equipment	_____
35 Mtce. of Structures	_____
36* Mtce. of Other Impr.	_____ \$2,073,000
37 Subsistence of Persons	_____
38 Cleaning & Waste Removal	_____
39* Other Services	_____ \$103,700
TOTAL	\$2,176,700

Mayor

Attest:

City Clerk

OTHER CHARGES

40 Rents	_____
41* Insurance & Bonds	_____
42 Awards & Indemnities	_____
43 Subscription/Memberships	_____
44 Interest	_____
45 Licenses & Taxes	_____
46* Prof. Serv.	_____ \$333,400
47* Advertising	_____
48* Adm. OH (Transfer)	_____
49 Other Charges	_____
TOTAL	\$333,400

GRAND TOTAL **\$2,510,100**



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

MEMORANDUM

Date: March 7, 2025
To: Justin Deleeuw, Public Works Director
City of Willmar, Minnesota
From: Joshua Halvorson, P.E.
Principal Engineer
Subject: Street Improvement Project West
City of Willmar, Minnesota
BMI Project No.: OW1.132911
City Project No.: 2503-B

On February 26, 2025, we received three (3) bids for the Street Improvement Project West project. The base bids ranged from \$2,057,603.60 to \$2,074,910.88. Alternate A bids ranged from \$4,400.00 to \$60,177.44. Alternate B bids ranged from \$15,300.00 to \$55,600.00. The Engineer's estimate for the project was \$2,400,000. The low bidder for the project is Duininck, Inc. of Prinsburg, Minnesota. A bid tabulation is attached for your review.

The low bid received has submitted a valid bid per instructions to bidders for the construction contract. This includes submitting the required signed bidder forms of the total bid, completed responsible contractor forms, and an effective bid bond.

Duininck, Inc. has the equipment, financial resources, and resume to complete the job. All items relating to the submitted bid are conforming to the bid requirements. Based on the above and our experience working with the Contractor, my recommendation is the City Council award the project for the Street Improvement Project West to Duininck, Inc. of Prinsburg, Minnesota for the Base Bid and Alternate B in the amount of \$2,072,903.60.

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

JJH/kp

Cc: Jared Voge, City Engineer
Spencer Johnson, Project Manager

Attachments: Bid Tab

BID TABULATION

PROJECT: STREET IMPROVEMENT PROJECT WEST
CITY OF WILLMAR, MINNESOTA

DATE: February 26, 2025

TIME: 1:30 P.M.

PROJECT NO. OW1.132911 / 2503-B

QUEST PROJECT NO. 9529224

BIDDERS	BASE BID	ALTERNATE A	BASE BID + ALTERNATE A	ALTERNATE B	BASE BID + ALTERNATE B
1. Duininck, Inc. Prinsburg, MN	\$2,057,603.60	\$20,000.00	\$2,077,603.60	\$15,300.00	\$2,072,903.60
2. Joe Riley Construction Morris, MN	\$2,071,544.30	\$4,400.00	\$2,075,944.30	\$55,600.00	\$2,127,144.30
3. OMG Midwest Inc. dba Minnesota Paving & Materials Rogers, MN	\$2,074,910.88	\$60,177.44	\$2,135,088.32	\$35,103.51	\$4,209,999.20

STREET IMPROVEMENT PROJECT WEST

& GUTTER REPAIR, ADA IMPROVEMENTS, CONCRETE CURB AND GUTTER REPAIR, BITUMINOUS PATH CONSTRUCTION

JANUARY, 2025

RESOURCE LIST

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

CITY ENGINEER

JARED VOGGE, P.E.
2040 U.S. HIGHWAY 12 EAST
WILLMAR, MN 56201
PHONE: (320) 231-3956
CELL: (612) 756-0326
EMAIL: jared.vogge@bolton-menk.com

CONSULTANT

BOLTON & MENK, INC.
JOSHUA HALVORSON, P.E.
2040 U.S. HIGHWAY 12 EAST
WILLMAR, MN 56201
PHONE: (320) 231-3956
CELL: (320) 905-3520
FAX: (320) 231-9710
EMAIL: joshua.halvorson@bolton-menk.com

WATER

WILLMAR MUNICIPAL UTILITIES
ALAN NEER
MATT KADERLIK
700 LITCHFIELD AVENUE SW
P.O. BOX 937
WILLMAR, MN
PHONE: (320) 235-4422
CELL: (320) 212-8583 (ALAN)
CELL: (320) 894-8141 (MATT)
EMAIL: aneer@wmu.willmar.mn.us

ELECTRIC

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

WASTEWATER

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

PUBLIC WORKS

PUBLIC WORKS
JUSTIN DELEEUEW
333 6TH STREET SW
WILLMAR, MN 56201
PHONE: (320) 214-5171
CELL: (320) 220-3309
jdeleeuw@willmarmn.gov

UTILITIES

GAS

CENTERPOINT ENERGY
ANNAH ANDERSON
700 WEST LINDEN AVENUE
MINNEAPOLIS, MN 55440
OFFICE: (612) 321-5260
CELL: (612) 749-3556
EMAIL: annah.anderson@centerpointenergy.com

COMMUNICATIONS

COMMUNICATIONS
LUMEN
LAUREN SCHMIDT
4658 Heatherwood Road
Saint Cloud, MN 56301
PHONE: (612) 432-7626
EMAIL: lschmidt@congruex.com

CABLE

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

TELEPHONE

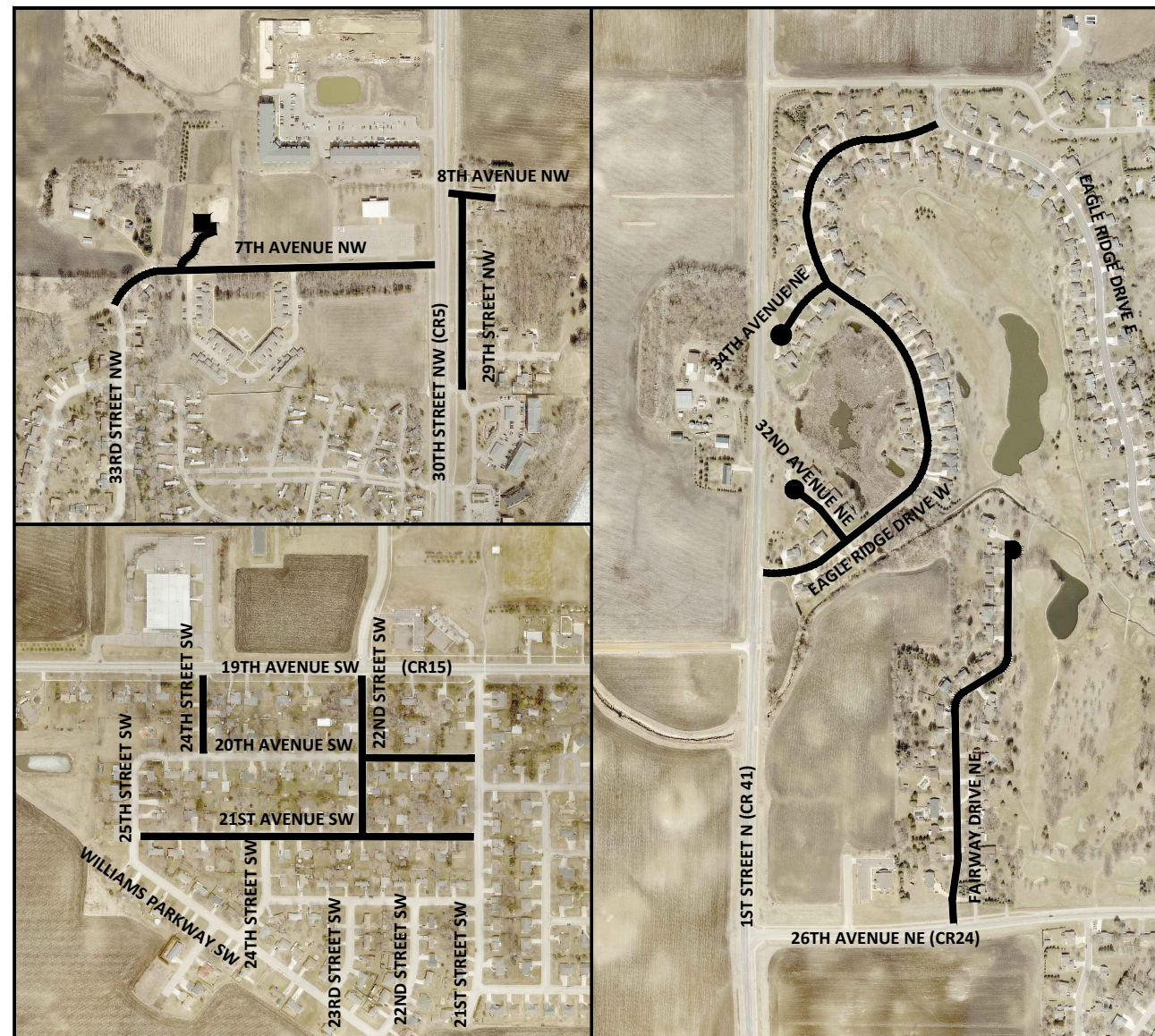
TELEPHONE
HANSON COMMUNICATIONS
BRUCE HANSON
1104 19TH AVENUE SW, SUITE B
WILLMAR, MN 56201
PHONE: (320) 847-3993
EMAIL: bruce@hcinet.net
FIELD - TOM JOHNSON (320) 212-3560

FIBER OPTIC

WINDSTREAM/EN-TEL
MIKE ALTHOFF
63 Maple Avenue North
Maple Lake, MN 55358
PHONE: (612) 282-2331
EMAIL: Mike.Althoff@windstream.com

ZAYO GROUP, LLC

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

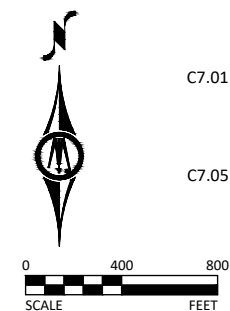


MAP LEGEND

 PROJECT LIMITS

MAP OF THE
CITY OF WILLMAR
KANDIYOHI COUNTY, MN

<u>SHEET NUMBER</u>	<u>SHEET TITLE</u>
GENERAL	
G0.01 - G0.03	TITLE SHEET, LEGEND, GENERAL NOTES
G1.01	STATEMENT OF ESTIMATED QUANTITIES
G2.01 - G2.04	LOCATION PLAN
CIVIL	
	<u>DETAILS</u>
C1.01	TYPICAL SECTIONS
C1.02 - C1.03	STREET & STORM SEWER
C1.04 - C1.09	PEDESTRIAN RAMP DETAILS
	<u>EROSION CONTROL PLAN</u>
C2.01	DETAILS
C2.02 - C2.15	EROSION CONTROL PLAN
	<u>STREET PLAN</u>
C6.01	21ST AVENUE SW
C6.02	21ST AVENUE SW & 20TH AVENUES SW
C6.03	24TH STREET SW
C6.04	22ND STREET SW
C6.05	7TH AVENUE NW
C6.06	7TH AVENUE NW PARK IMPROVEMENTS
C6.07	7TH AVENUE NW & 8TH AVENUE NW
C6.08	29TH STREET NW
C6.09 - C6.10	FAIRWAY DRIVE NE
C6.11	EAGLE RIDGE DRIVE W & 32ND AVENUE NE
C6.12	EAGLE RIDGE DRIVE W
C6.13	EAGLE RIDGE DRIVE W & 34TH AVENUE NE
C6.14	EAGLE RIDGE DRIVE W
	<u>PHASING PLAN</u>
C7.01 - C7.04	PHASING PLAN
	<u>TRAFFIC CONTROL</u>
C7.05 - C7.09	TRAFFIC CONTROL PLAN
	THIS PLAN SET CONTAINS 55 SHEETS.



THIS PLAN SET CONTAINS 55 SHEETS.

PROJECT DATUM: KANDIYOHI COUNTY
HORIZONTAL: NAD 83
VERTICAL: NAUD 88

SHEET

G0.01

© Bolton & Menk, Inc. 2025, All Rights Reserved
H:\WILL\OW1132911\CAD\C3D\1 32911G001.dwg 1/23/2025 7:32:11 AM

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



JOSHUA J. HALVORSON

JIC NO. 46291 DATE 01/24/2025



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



DESIGNED	NO.	ISSUED FOR	DATE
SJJ			
DRAWN			
KMD, NST, ATM			
CHECKED			
JJH			
CLIENT PROJ. NO.			
01W1 132911 / 2503-R			

CITY OF WILLMAR, MINNESOTA
STREET IMPROVEMENT PROJECT WEST
TITLE SHEET



City Council Action Request

Council Meeting Date:	March 17, 2025	Agenda Item Number:	9.F.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	Yes	Presented By:	
Item:	Fischer First Addition Zoning Map Amendment Proposed Ordinance and Replat		

RECOMMENDED ACTION:

Motion for setting of public hearing for April 7, 2025 City Council Meeting for the proposed ordinance for the zoning map amendment.

OVERVIEW:

Mr. Ben Fischer has requested a map rezoning of Parcel 95-630-0830 and 95-630-0860 from Residential-2 (R-2) to General Business-3 (GB-3) for the purpose of operating the house upon Parcel 95-630-0830 as a triplex. Triplex use is not allowed in the current R-2 zone, but is allowed with a conditional use permit in the GB-3 zone. Mr. Fischer also owns the land immediately adjacent to the north, Parcel 95-630-0610 and 0850, which is located in the desired GB-3 zone. While the remainder of the houses on this block are in the R-2 zone, the subject parcels border GB-3 to the north and east, somewhat alleviating spot zoning concerns. This rezone came before the Planning Commission on 3/5/25 and a motion to recommend an ordinance be drafted for City Council was passed unanimously and a Conditional Use Permit (conditioned on the successful rezone herein) was also unanimously granted.

Contemporaneously with the rezone, Mr. Fischer is replatting both the triplex parcels and his two abject parcels to the north to clean up some boundary issues and prepare the parcels for future sale or development, including future development of a contractor shop that will provide bays for multiple smaller contractors to rent as their shop. This replant will be for 3 Lots of Block 1 of Fischer First Addition.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Fischer rezone from R2 to GB3
2. 2022-454FP
3. 2022-454PP

4. 25008Fischer Storage Building Civil Check Set 022825

ORDINANCE NO. _____

**AN ORDINANCE AMENDING MUNICIPAL ORDINANCE NO. 1060,
THE WILLMAR ZONING ORDINANCE**

The City of Willmar does ordain as follows:

SECTION 1. Zoning Change. The Zoning Ordinance and Zoning Map for the City of Willmar are hereby amended to rezone the following property from Residential-2 (R-2) to General Business-3 (GB-3):

Commencing at a point on the North line of Litchfield Avenue, in the City of Willmar, where the same is intersected by the West line of 6th Street East in said City (which point may otherwise be described as being 50 feet more or less, West along the North line of said Litchfield Avenue, from the intersection of the West 80 line of Section 14, Township 1 19, Range 35 and said North line of Litchfield Avenue) thence running West along the North line of said Litchfield Avenue a distance of 50 feet; thence running North and parallel to the West line of Lot 22 of Block 4 of Paulson and Sunde's Addition to the City of Willmar a distance of 100 feet; thence running East and parallel to the North line of said Litchfield Avenue a distance of 68 feet to the West line of said 6th Street; thence running in a Southwesterly direction along the West line of said 6th Street to the place of beginning, and lying in the unplatted part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 14, and South of the Great Northern Railway, Kandiyohi County, Minnesota.

SECTION 2. Effective Date. This Ordinance shall be effective from and after its adoption and second publication.

This Ordinance introduced by Council Member: _____

This Ordinance introduced on: _____

This Ordinance published on: _____

This Ordinance given a hearing on: _____

This Ordinance adopted on: _____

This Ordinance published on: _____

FISCHER FIRST ADDITION

AND
Part of Lot 22, Block 4 and vacated street of Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar, and part of the NW 1/4 of NW 1/4 of Section 14, Township 119, Range 35, more particularly described by metes and bounds as follows, to-wit: Beginning at a point on the North line of Litchfield Avenue in said City of Willmar, which point is 100 feet Westerly as measured along the North line of said Litchfield Avenue, from the intersection of said North line of Litchfield Avenue and the East line of said NW 1/4 of NW 1/4, which said East line of said NW 1/4 of NW 1/4 is also the East line of Sixth Street East in the City of Willmar; thence Northerly and parallel with the West line of said Lot 22, a distance of 100 feet; thence Easterly and parallel with the North line of said Litchfield Avenue a distance of 68 feet to the West line of said Sixth Street East; thence Northerly on and along the said West line of said Sixth Street East to the point made by the intersection of the South line of Benson Avenue East in the City of Willmar and the West line of said Sixth Street East; thence Westerly to the Northeast corner of Lot I, Block 4, Paulson and Sunde's Subdivision of Lot D Eastern Addition to Willmar; thence Southwesterly on and along the Easterly lines of Lots 1, 2 and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar to the Southeast corner of said Lot 3; thence Westerly on and along the Southerly line of said Lot 3 a distance of 21.8 feet more or less to a point 100 feet Easterly from the Southwest corner of said Lot 3 as measured along the Southerly line thereof; thence southerly and parallel with the West line of said Lot 22 a distance of 136.5 feet to the North line of said Litchfield Avenue; thence Easterly on and along the North line of said Litchfield Avenue a distance of 57 feet to the point of beginning.

Has caused the same to be surveyed and platted and hereafter known as FISCHER FIRST ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements created by this plat.

In witness whereof said Ben Fischer, a single person, has hereunto set his hand this _____ day of _____, 20____.

(Notary Signature)

I, Benjamin C. O'Malley, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01 Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Benjamin C. O'Malley, Licensed Land Surveyor
Minnesota Registration No. 42300

STATE OF MINNESOTA)
COUNTY OF _____) SS
This instrument was acknowledged before me on the ____ day of _____, 20____, by Benjamin C. O'Malley, Licensed Land Surveyor, Minnesota
Registration No. 42300.

(Notary Signature) (Notary Printed Name)

Notary Public Kandiyohi County, State of Minnesota
My Commission Expires: _____

I, hereby certify that the proper evidence of title has been presented to me and that all parties with an interest in said property have been included in the execution of the above instrument. Dated this _____ day of _____, 20____.

ATTORNEY

Approved by the Planning Commission of the City of Willmar, Kandiyohi County, Minnesota, this _____ day of _____, 20____.

CHAIRMAN

CLERK

Approved by the City Council of the City of Willmar, Kandiyohi County, Minnesota, this day of , 20

MAYOR _____ CLERK _____

Approved this _____ day of _____, 20____.

ENGINEER, CITY OF WILLMAR

I, hereby certify that all taxes are paid for the year _____ for the land herein described

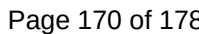
KANDIYOHI COUNTY TREASURER

No delinquent taxes and transfer entered this _____ day of _____, 20_____

KANDIYOHI COUNTY AUDITOR

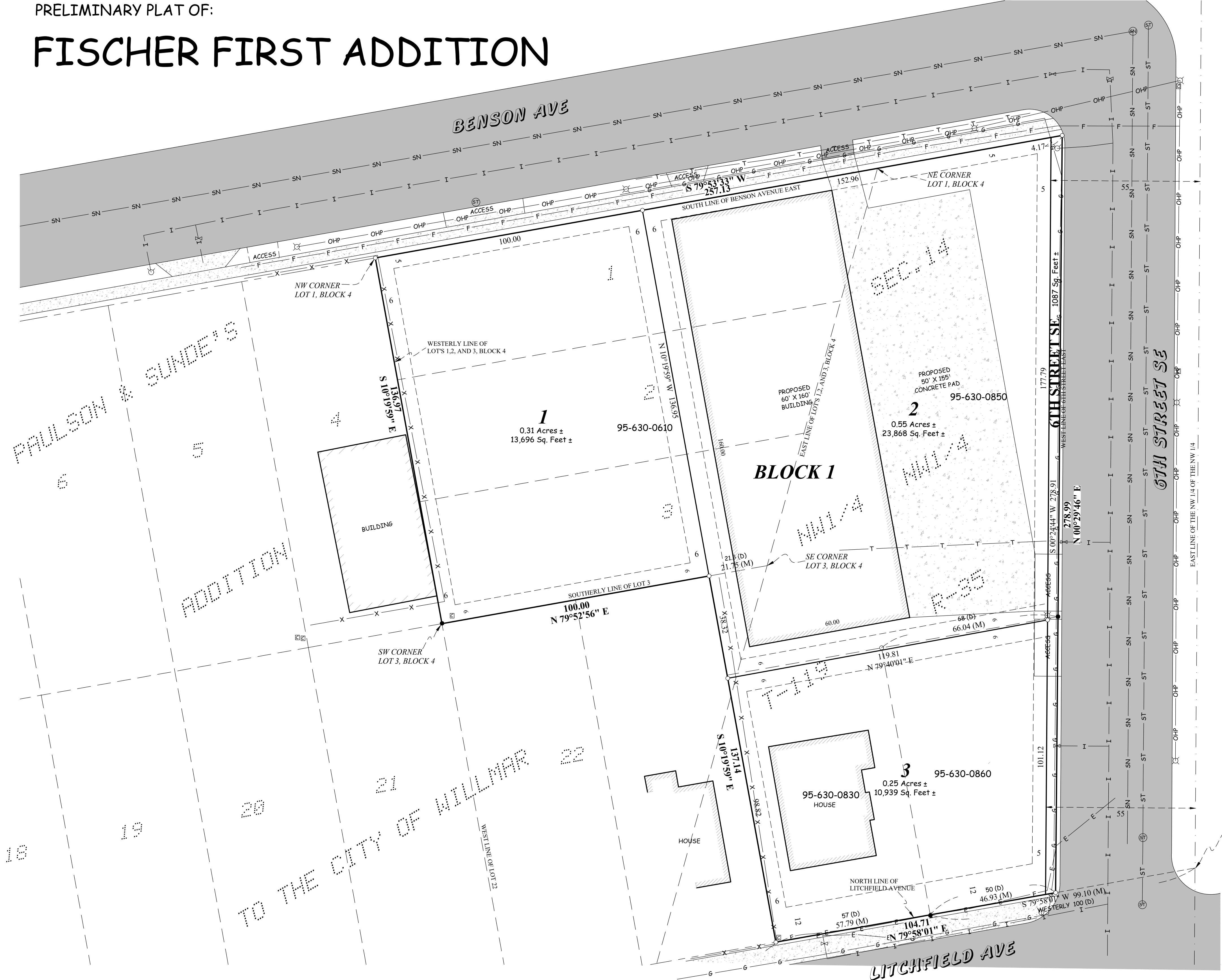
I, hereby certify that the within instrument was filed in this office for record on the _____ day of _____, 20____, at _____ o'clock ____M. and was duly recorded as Folder No. _____; and as Document No. _____.

KANDIYOHI COUNTY RECORDER



PRELIMINARY PLAT OF:

FISCHER FIRST ADDITION

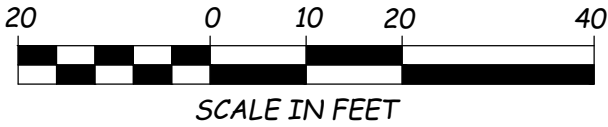
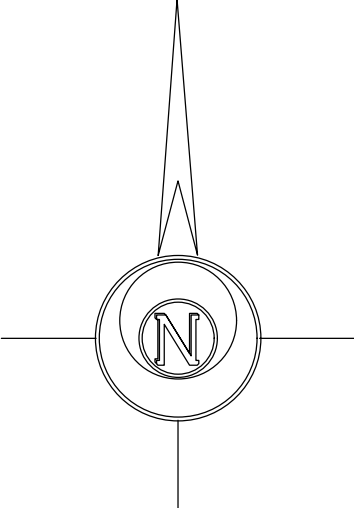


LEGAL DESCRIPTION

Lots, 1,2, and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar

Part of Lot 22, Block 4 and vacated street of Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar, and part of the NW 1/4 of NW 1/4 of Section 14, Township 119, Range 35, more particularly described by metes and bounds as follows, to-wit: Beginning at a point on the North line of Litchfield Avenue in said City of Willmar, which point is 100 feet Westerly as measured along the North line of said Litchfield Avenue, from the intersection of said North line of Litchfield Avenue and the East line of said NW 1/4 of NW 1/4, which said East line of said NW 1/4 of NW 1/4 is also the East line of Sixth Street East in the City of Willmar; thence Northerly and parallel with the West line of said Lot 22, a distance of 100 feet; thence Easterly and parallel with the North line of said Litchfield Avenue a distance of 68 feet to the West line of said Sixth Street East; thence Northerly on and along the said West line of said Sixth Street East to the point made by the intersection of the South line of Benson Avenue East in the City of Willmar and the West line of said Sixth Street East; thence Westerly to the Northeast corner of Lot 1, Block 4, Paulson and Sunde's Subdivision of Lot D Eastern Addition to Willmar; thence Southwesterly on and along the Easterly lines of Lots 1, 2 and 3, Block 4, Paulson & Sunde's Subdivision of Lot D Eastern Addition to Willmar to the Southeast corner of said Lot 3; thence Westerly on and along the Southerly line of said Lot 3 a distance of 21.8 feet more or less to a point 100 feet Easterly from the Southwest corner of said Lot 3 as measured along the Southerly line thereof; thence southerly and parallel with the West line of said Lot 22 a distance of 136.5 feet to the North line of said Litchfield Avenue; thence Easterly on and along the North line of said Litchfield Avenue a distance of 57 feet to the point of beginning.

Commencing at a point on the North line of Litchfield Avenue, in the City of Willmar, where the same is intersected by the West line of 6th Street East in said City (which point may otherwise be described as being 50 feet more or less, West along the North line of said Litchfield Avenue, from the intersection of the West 80 line of Section 14, Township 119, Range 35 and said North line of Litchfield Avenue) thence running West along the North line of said Litchfield Avenue a distance of 50 feet; thence running North and parallel to the West line of Lot 22 of Block 4 of Paulson and Sunde's Addition to the City of Willmar a distance of 100 feet; thence running East and parallel to the North line of said Litchfield Avenue a distance of 68 feet to the West line of said 6th Street; thence running in a Southwesterly direction along the West line of said 6th Street to the place of beginning, and lying in the unplatted part of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 14, and South of the Great Northern Railway, Kandiyohi County, Minnesota



- Legend
- INDICATES IRON MONUMENT PLACED
 - INDICATES IRON MONUMENT FOUND
 - X— INDICATES FENCE LINE
 - ST— INDICATES STORM SEWER LINE
 - SN— INDICATES SANITARY SEWER LINE
 - I— INDICATES UNDERGROUND WATER
 - G— INDICATES UNDERGROUND GAS
 - E— INDICATES UNDERGROUND ELECTRIC
 - T— INDICATES UNDERGROUND TELEPHONE
 - F— INDICATES UNDERGROUND FIBER OPTIC
 - OHP— INDICATES OVERHEAD POWER
 - INDICATES HYDRANT
 - X— INDICATES POWER POLE
 - INDICATES CABLE PEDESTAL
 - X— INDICATES WATER VALVE
 - INDICATES LIGHT POLE
 - (M)— INDICATES STORM MANHOLE
 - (N)— INDICATES SANITARY MANHOLE

NOTE: THIS SURVEY IS INTENDED ONLY FOR THE BENEFIT OF THE PARTY TO WHOM IT WAS PREPARED FOR AND SHOULD NOT BE RELIED UPON BY ANY OTHER PARTY OR FOR ANY OTHER PURPOSE. UNAUTHORIZED REPRODUCTION OF THIS DOCUMENT IS PROHIBITED.

340 CHAPEL HILL RD.
COLD SPRING, MN 56320
PH. 320-685-5905
FAX 320-685-3056

PRELIMINARY PLAT PREPARED BY:
O'MALLEY & KRON
LAND SURVEYORS, INC.

1004 2nd ST. SE
WILLMAR, MN 56201
PH. 320-235-4012
FAX 320-685-3056

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

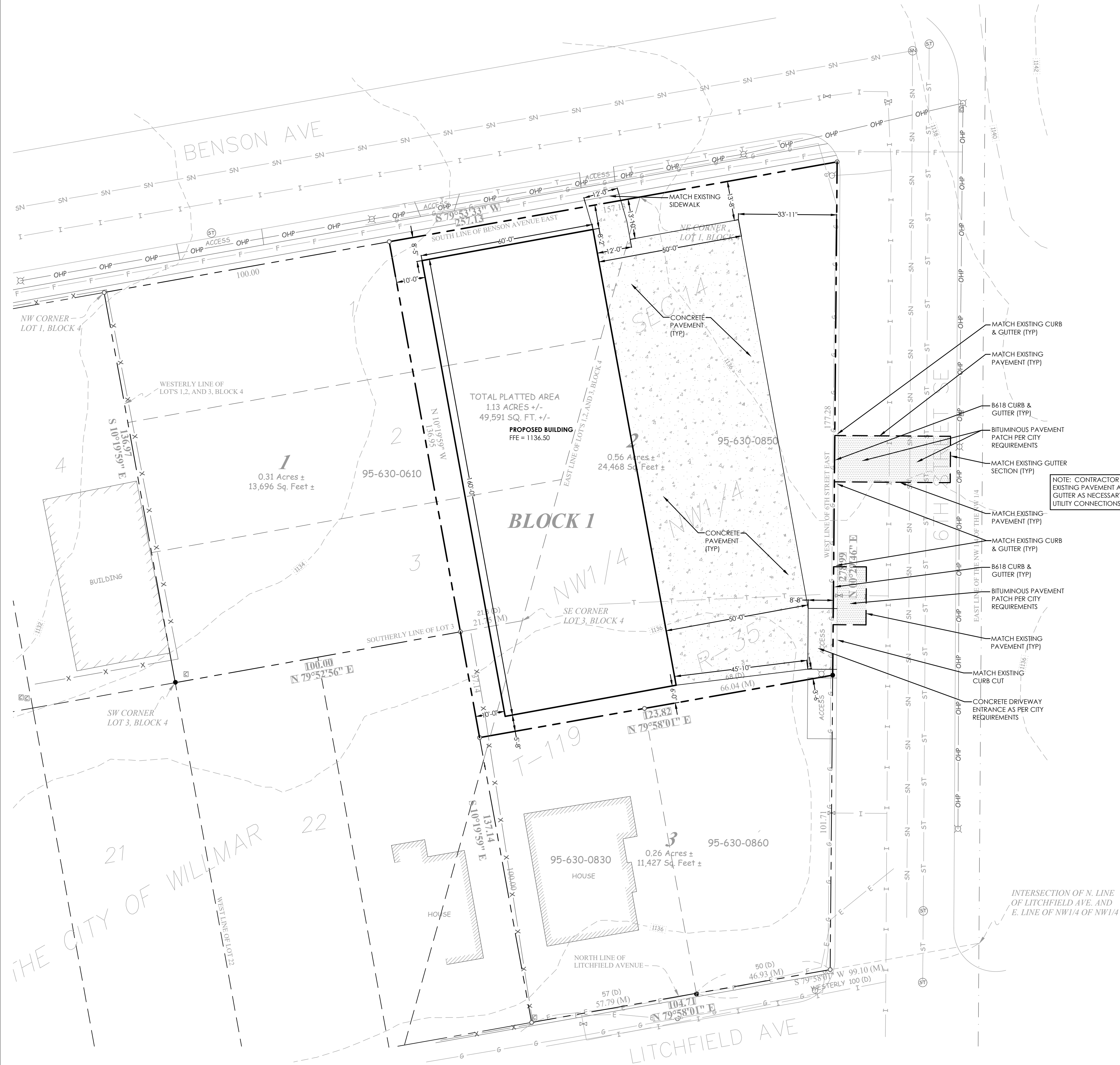
BENJAMIN C. O'MALLEY
MINNESOTA REGISTRATION NO. 42300

DATE: 3-5-2025

ANY COPY OF THIS DRAWING THAT IS NOT SIGNED BY THE SURVEYOR WHO PREPARED IT SHALL BE DEEMED TO BE A PRELIMINARY COPY.

SHEET 1 OF 1

PRELIMINARY PLAT PREPARED FOR:
BEN FISCHER
JOB NO: 2022-454
FILE NAME: 2022-454PP.dwg
LOCATION: 14-119-35



PAVING & HARDSCAPE NOTES:

- SUBGRADES SHALL BE SCARIFIED AND COMPACTED AS NECESSARY TO ATTAIN THE REQUIRED COMPACTION INDICATED IN THE GENERAL NOTES (SHEET C1). TEST ROLLING OF THE SURGRADE SHALL BE OBSERVED BY A QUALIFIED GEOTECHNICAL ENGINEER OR TECHNICIAN. LOCATIONS EXHIBITING EXCESSIVE RUTTING (PER MNDOT SPEC. 2111) SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER PRIOR TO THE PLACEMENT OF AGGREGATE BASE. COMPACTION TESTING IN UTILITY TRENCHES SHALL BE PERFORMED BY AN INDEPENDENT TESTING FIRM.
- AGGREGATE BASE AND SURFACE COURSES SHALL BE ROLLED AND COMPACTED. TEST ROLLING OF THE AGGREGATE BASE AND/OR SURFACING SHALL BE OBSERVED BY A SOILS ENGINEER TO VERIFY STABILITY. MAXIMUM ALLOWED DEFLECTION DURING TEST ROLLING OF AGGREGATE BASE OR SURFACE COURSES SHALL BE 1/2".
- ALL EXISTING BITUMINOUS OR CONCRETE EDGES, WHICH WILL ABUT NEW BITUMINOUS OR CONCRETE SURFACING SHALL BE SAWCUT TO OBTAIN A VERTICAL EDGE.
- EXPANSION JOINTS SHALL BE PLACED AT ALL LOCATIONS WHERE NEW CONCRETE ABUTS EXISTING CONCRETE, AND AT ALL LOCATIONS WHERE SEPARATE CONCRETE POURS ABUT EACH OTHER.
- CONCRETE PAVEMENT OR APRONS, WHICH ABUT DOORWAY OPENINGS SHALL BE TIED TO THE FLOOR SLAB WITH #4 BARS ALONG THE ENTIRE WIDTH OF THE DOORWAY. SEE DETAIL ON SHEET C2.
- SEE SHEET C1 FOR SPECIFICATIONS REGARDING THE CONSTRUCTION OF HARDSCAPES

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION



SCHULTZ ENGINEERING & SITE DESIGN

18 SOUTH RIVERSIDE AVENUE, SUITE 230
SARTELL, MINNESOTA 56377
PH: (320) 339-0669
FX: (866) 633-1830
schultzeng@live.com
www.schultzengdesign.com

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

BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
DATE: xx/xx/2025

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

SCHULTZ ENG. PROJECT NO.: 25008

ISSUE DATE: xx/xx/2025

DRAWN BY: BJS

REVIEWED BY: BJS

© SCHULTZ ENGINEERING & SITE DESIGN, PLLC 2025

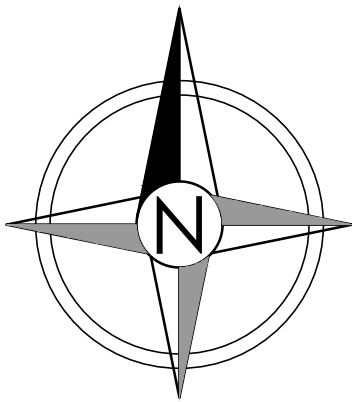
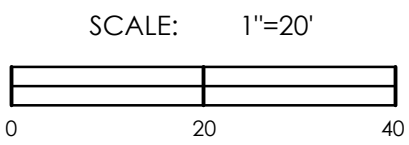
CIVIL SHEET INDEX

CS1 - SITE PLAN
C1 - STANDARD NOTES & SPECIFICATIONS
C2 - STANDARD DETAILS
C3 - GRADING PLAN
C4 - SWPPP - STANDARD NOTES
C5 - SWPPP - PLAN VIEW
C6 - UTILITY PLAN

FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

SITE PLAN



CS1

25008Site.dwg

STANDARDS AND REFERENCES

Materials and construction methods specified in the plans reference the Minnesota Department of Transportation (MNDOT) Standard Specifications for Construction. The Contractor shall review current specification sections, applicable to this plan set, from the MNDOT Standard Specifications for Construction, which can be found on MNDOT's website or via an obtained hard copy of the specifications:

MNDOT: <https://www.dot.state.mn.us/pre-letting/spec/>

Materials and construction methods specified in the plans, and related to site utilities, also reference the Minnesota Plumbing Code (within private sites) and the City Engineers Association of Minnesota (CEAM) Standard Specifications (within public right-of-way). The Contractor shall review current specification sections, applicable to this plan set, from the MN Plumbing Code and the CEAM Standard Specifications, which can be found on the associated websites or via obtained hard copies of the specifications:

MN Plumbing Code: <https://www.dl.mn.gov/business/plumbing-contractors/2020-minnesota-plumbing-code>

CEAM: <https://www.ceam.org/RSEC=CEFF15C3-7958-4D3E-866D-F129069993D1>

It is mandatory that the Contractor be knowledgeable of the applicable standard specification sections indicated above during construction. No additional compensation will be paid to the Contractor for additional work due to unfamiliarity with the applicable specification sections.

Contractor shall refer to the geotechnical report, if any, for additional requirements and recommendations.

EARTHWORK NOTES

PROTECTION

- The Contractor shall maintain all benchmarks, monuments, and other reference points. If any are disturbed or destroyed, they shall be replaced at the Contractor's expense.
- The Contractor shall contact the Engineer immediately if any unknown functioning underground utilities are discovered during the course of the project, which may interfere with construction. The Contractor shall wait for instructions before proceeding.
- The Contractor shall be responsible for any damage to functioning underground or overhead utility lines. Damaged utilities shall be repaired immediately and service restored at no additional cost to the Owner.
- The Contractor shall provide barricades, shoring and other safety measures, as required by OSHA.
- The Contractor shall protect all adjacent existing facilities from damage, including but not limited to, settlement due to excavations, erosion, etc. The Contractor shall be responsible for the repair of such damages.

PROJECT CONDITIONS

- The Contractor shall become familiar with the project site, and compare actual conditions in the field with those shown on the project drawings. The Contractor shall contact the Engineer immediately if any inconsistencies are found between the existing conditions and the project drawings.
- The Contractor shall field verify locations and elevations of existing underground utilities at proposed utility connections, proposed utility crossings, and at locations where these existing underground utilities will be affected by construction. The Contractor shall complete the field verification of these existing underground utility locations and elevations as early in the project schedule as practical.
- No additional compensation will be allowed due to unusual conditions which could have reasonably been determined or anticipated by examination of the project site and project drawings.

PLAN GRADES

- Elevations shown on the project drawings are finished grade elevations, unless noted otherwise. Elevations not specifically indicated shall be determined by interpolation of uniform slope between spot elevations and/or contours, or between such points and existing elevations. Adequate slope shall be constructed to provide positive drainage away from structures.
 - If inconsistencies exist on the plans between contours and spot elevations, the spot elevations shall govern.
- TOPSOIL**
- Adequate imported and/or stockpiled salvageable topsoil shall be utilized for this project, such that the topsoil thicknesses specified in the plan specifications and details are provided.
 - Topsoil shall be free of clay lumps, roots, brush, large stones, and debris, and shall have a minimum organic content of 5 percent.
 - Remove topsoil to its entire depth from areas, which are to be disturbed by new construction work. Existing vegetated areas, which are not in the proposed construction area(s) shall remain in place. The Contractor shall field verify topsoil depths between any soil borings, and remove to greater depths than indicated in the soils report if such conditions are encountered. Salvaged topsoil shall be maintained in stockpiles with adequate erosion & sediment control provided.
 - Stockpiled topsoil shall only be used for finish grading of new vegetated areas. Excess topsoil shall be removed from the site by the Contractor.
 - Protect all existing vegetated areas, plantings, and other landscaping to remain in place. Any damaged areas shall be replaced at the Contractor's expense.

UNFORESEEN OBSTACLES

- The Engineer shall be contacted immediately if any unforeseen major obstacles are encountered during excavation, such as abandoned wells, abandoned or functioning utilities, subsurface streams or rock, etc., which would add significant expense to the Contractor.
- The Contractor shall still be responsible for completing all work required for this project where encountered conditions may be reasonably determined from a soils/geotechnical report and review of the project site and contract documents.

DEWATERING

- Surface drainage shall be provided during construction in a manner so as not to create a nuisance to adjacent areas.
- All excavations shall be free of water during construction within the excavations. Dewatering shall be accomplished by pumping or trenching, and shall be conducted regardless of the cause, source, or nature of the water.
- Berms, cofferdams, piling, etc. shall be provided as necessary to protect excavations.
- Excavations shall be sloped to drain, and necessary pumps, hoses and other equipment shall be provided to keep excavation free of water.
- All dewatering operations shall be provided with erosion & sediment control as per the project SWPPP.
- All temporary equipment used for dewatering shall be removed from the site when no longer necessary.

FILLING AND GRADING

- Rough grading of all areas within the construction limits, including adjacent transition areas shall be reasonably smooth and compacted. The rough graded subgrade surface generally shall not be more than 6 inches above or below the established subgrade elevations. All ditches, swales, and gutters shall be graded to drain adequately. The subgrade shall be evenly sloped to provide drainage away from building walls in all directions at a minimum slope of 1%. The Contractor shall provide rounded transitions at top and bottom of banks and other breaks in grade.
- Fill and backfill materials shall be inorganic soils, free of roots, rocks, boulders, and debris.
- Bedding material or granular backfill larger than 2" in its largest dimension shall not be allowed within 2 feet of new underground pipes. Material larger than 3" in its largest dimension shall not be allowed within 1 foot of subgrade elevation.
- Imported compacted fill material shall have a maximum of 12 percent passing the #20 sieve, by weight. The proposed imported fill material shall be tested by an independent testing lab for suitability as compacted fill for this project. The Contractor shall pay for the testing services and provide a copy of the test results to the Engineer.
- The Contractor shall fill and grade as necessary to bring surfaces to required elevations, and provide all materials necessary, whether obtained on or off the project site.
- The Contractor shall place compacted material in uniform horizontal lifts not exceeding 8" in depth for clay soils, and 12" in depth for sandy soils, and compact as required to achieve specified density.
- Compaction shall be obtained with the use of vibratory rollers or rammers. During compaction, fill material shall contain moisture content, as necessary, for the required compaction as indicated by an independent testing laboratory. The moisture shall be uniform throughout each lift. If the material is too dry, water shall be added with approved equipment and methods, which will not wash out fine material. If the material is too wet, it shall be dried by harrowing, diskimg, blading, or other approved methods recommended by the independent testing laboratory.
- Areas designated for pavement in excavated (cut) areas shall be scarified to a depth of 1 foot. The Contractor shall bring the subgrade material to optimum moisture content as indicated by the independent testing laboratory, and compact the subgrade to the specified density listed below for soils underneath pavements.
- The Contractor shall not place fill material when either the fill material, or the material on which it is to be placed, is frozen. Any soft or yielding areas appearing in the fill resulting from frost, rain, or any other reason whatsoever shall be scarified, removed, recompacted and/or otherwise rectified to the satisfaction of the Engineer before any new fill is placed.

COMPACTION TESTS

- Utility Trench Backfill: The Contractor's independent soils technician and approved testing laboratory shall perform in-place density and moisture tests at random depths in trench backfill at 100 foot intervals, or fraction thereof. Compaction of trench backfill shall be a minimum of 95% of the maximum dry density (as determined by the independent testing laboratory) in test depths greater than 3 feet below areas designated for pavement. Compaction of trench backfill at depths within 3 feet of paved surfaces shall be a minimum of 100% of the maximum dry density.
- Compacted Fill Under Pavements: Compaction tests shall not be required beneath new pavements. Adequate compaction of materials under pavements shall be determined by test rolling the subgrade, and checking for excessive rutting. Test rolling shall be performed as per MNDOT Spec. 2111.
- Areas exhibiting a failed compaction test or excessive rutting from test rolling shall be re-compacted and re-tested to the satisfaction of the Engineer.
- Copies of all compaction testing and test roll observation reports shall be provided to the Engineer.
- Optimum moisture-density relationship will be determined by testing laboratory in accordance with ASTM D698 and maximum density determination made by Method D of ASTM D698 unless otherwise noted in these specifications.

SUBGRADE PREPARATION

- Finished subgrade elevations shall be as follows:
 - Concrete pavement/apron: 12" below finished grade.
 - Lawn areas: 4" below finished grade.
 - Planting areas: See Landscaping Plans/Details
- The tolerance for areas to be paved shall not exceed 0.15 feet above or below plan subgrade.
- The Contractor shall protect newly graded areas from erosion. Settlement or washing that occurs prior to acceptance of the Work shall be repaired and grades re-established.

DISPOSAL OF EXCESS WASTE MATERIALS

- The Contractor shall remove excess excavated material, debris, and waste materials from the Owner's property and legally dispose of it in accordance with all federal, state, and local governing codes.

SPREADING TOPSOIL AND FINISH GRADING

- Scarify subgrade to a depth of 3" prior to placing topsoil. Spread topsoil evenly over complete subgrade as follows:
 - Vegetated Areas on Private Property: Spread 4-inch lightly compacted layer of topsoil.
 - Vegetated Areas within Public Right-of-Way: Per requirements of governing authority.
 - Planting Areas: See Landscape Plan/Details
- Finish grade accurately within 0.15 feet of the finished grades shown on the project drawings, less the thickness of any sod where it is to be installed. Slope all grades away from buildings to provide positive drainage.
- Prepare topsoil suitable to receive seed and/or sod. Grading of areas designated for topsoil shall be reasonably smooth and even, and in accordance with MNDOT Spec. 2574.3A3. All debris and stones exceeding 3" in diameter shall be removed from the soil surface of these areas prior to seeding. Areas compacted by vehicles or storage of materials shall be plowed, disked and harrowed to match texture of other finish graded areas.
- Grass seed shall be in accordance with MnDOT Spec. 3876, seed mix No. 25-131, applied at the rate of 220 pounds per acre or as indicated on the landscape plans. At a minimum for the purposes of erosion control, mulch shall be applied and dischorded to all seeded areas and shall meet the requirements of MnDOT Spec. 3882, Type 3 or as otherwise indicated by the Engineer.

UTILITY NOTES

STANDARD SPECIFICATIONS

- The following standard specifications shall apply to this project:
 - Minnesota Plumbing Code (MPC) - MN Rules Chapter 4714 (MN Dept. of Labor and Industry-MNDOL)
 - City Engineers Association of Minnesota (CEAM) Standard Specifications
 - American Society for Testing Materials (ASTM)
 - American National Standards Institute (ANSI)
 - American Water Works Association (AWWA)
 - Minnesota Department of Transportation "Standard Specifications for Construction" (MNDOT)
- The Contractor shall comply with all local and State ordinances and codes
- Certifications of all utility materials, as well as shop drawings, shall be submitted to the Engineer for review

POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS - SANITARY

- If located more than 10-ft from buildings and more than 10-ft from a water utility crossing, polyvinyl chloride pipe and fittings shall consist of SDR 26 or SDR 35 pipe, unless noted otherwise, and meet the requirements of:
 - Within Private Sites: ASTM D3034 as well as Table 701.2 and Section 715.1 of the MCP
 - Within Public Right-of-Way or Public Easements: ASTM D3034 and Section 2621.2A5 of the CEAM Standard Specifications
- All pipe and fittings shall be SDR 35 for depths of up to 20 feet, and SDR 26 for depths exceeding 20'.
- PVC sanitary sewer pipe and fittings within 10-ft of a building, or within 10-ft of a water pipe crossing and crossing above the water pipe or below the water pipe with a separation of 12-inches or less, or when specified on the plans, shall consist of Schedule 40 PVC, and meet the requirements of ASTM D1785 and ASTM D2665, and Section 2621.2A5 of the CEAM Standard Specifications
- Pipe joints shall meet the requirements of:
 - Within Private Sites: Sections 705 and 715.2 of the MCP
 - Within Public Right-of-Way or Public Easements: Section 2621.3A3 of the CEAM Standard Specifications.

DUCTILE IRON (DIP) PIPE AND FITTINGS - WATER

- Ductile iron pipe and fittings shall meet the requirements of:
 - Within Private Sites: AWWA C151 as well as Table 604.1 of the MCP
 - Within Public Right-of-Way: AWWA C151 and Section 2611.2A1 of the CEAM Standard Specifications
- Pipe joints shall meet the requirements of:
 - Within Private Sites: Section 605.4 of the MPC. Stainless steel fasteners shall be prohibited.
 - Within Public Right-of-Way: Section 2611.38 of the CEAM Standard Specifications. Stainless steel fasteners shall be prohibited.
- 6" pipe shall be Class 52. 8" and larger pipe shall be Class 50.

POLYVINYL CHLORIDE (C900 PVC) PIPE AND FITTINGS - WATER

- Polyvinyl chloride pressure pipe and fittings shall meet the requirements of:
 - Within Private Sites: AWWA C900 as well as Table 604.1 of the MCP
 - Within Public Right-of-Way: AWWA C900 and Section 2611.2A3 of the CEAM Standard Specifications
- Pipe joints shall meet the requirements of:
 - Within Private Sites: Section 605.12 of the MPC
 - Within Public Right-of-Way: Section 2611.38 of the CEAM Standard Specifications.

GATE VALVES - WATER

- Gate valves shall meet the requirements of:
 - Within Private Sites: Section 606 of the MPC
 - Within Public Right-of-Way: Sections 2611.2C and 2611.3D of the CEAM Standard Specifications

HYDRANTS - WATER

- Hydrants shall meet the requirements of Sections 2611.28 and 2611.3D of the CEAM Standard Specifications
- Hydrants shall be Waterous WB67, or approved equal

BLOCKING AND ANCHORING - WATER

- Water main and/or service blocking and anchoring shall meet the requirements of Section 2611.3A4 of the CEAM Standard Specifications
- Contractor shall provide thrust reaction blocking consisting of concrete with a minimum 28 day compressive strength of 2000 psi.
- Place between undisturbed ground and the fitting to be anchored. Place thrust blocking so that the pipe and fitting joints are accessible for repair.
- Mega-Lug joint restraint may be used in lieu of thrust block if allowed by local utility.

WATER SERVICE PIPE AND CURB STOPS

- Copper tubing for water services shall meet the requirements of:
 - Within Private Sites: ASTM B88 as well as Table 604.1 of the MCP
 - Within Public Right-of-Way: ASTM B88 and Section 2611.2D of the CEAM Standard Specifications
- HDPE pressure pipe for water services shall meet the requirements of:
 - Within Private Sites: Table 604.1 of the MCP
 - Within Public Right-of-Way: Section 2611.2D of the CEAM Standard Specifications
- Joints and connections shall meet the requirements of:
 - Within Private Sites: Section 605 of the MPC
 - Within Public Right-of-Way: Section 2611.2D of the CEAM Standard Specifications.
- Curb stops for water services shall meet the requirements of Section 2611.2D of the CEAM Standard Specifications

INSTALLATION

- Unless otherwise noted, installation of all water and sewer pipe, fittings, and appurtenances shall be as per:
 - Within Private Sites: Minnesota Plumbing Code
 - Within Public Right-of-Way: CEAM Standard Specifications.

TESTING REQUIREMENTS

- Water and sewer pipe, fittings, and appurtenances shall be inspected and tested as per:
 - Within Private Sites: Minnesota Plumbing Code
 - Within Public Right-of-Way: CEAM Standard Specifications.

CONCRETE PAVEMENT, CURB & GUTTER, AND SIDEWALK

STANDARDS

- ACI 318, ACI 315, CRSI, ACI 301, latest adoptions.
- Minnesota Standard Specifications for Construction, most recent edition

GRANULAR BASE COURSE MATERIAL

- Compacted thickness of finished base: 6"- Concrete Pavement/Aprons
4"- Concrete Sidewalk
- Base material shall consist of MNDOT 3149.28 Select Granular Material.

AGGREGATES

- Coarse: MnDOT Spec. 3137.
- Fine: MnDOT Spec. 3126.

AIR ENTRAINING ADMIXTURES

- ASTM C240.
- Provide entrainment of 4 - 7 percent by volume.

OTHER ADMIXTURES

- MnDOT Spec. 3113.
- Calcium Chloride or materials containing chlorides or nitrates shall not be allowed.

PROPORTIONING AND DESIGN OF CONCRETE MIXES

- Concrete Classifications & Mix Designs
 - Curb and gutter, slip-formed concrete: MNDOT Spec. 2461, Mix Design 3F32
 - Sidewalk, aprons, incidental concrete, manual curb & gutter: MNDOT Spec. 2461, Mix Design 3F52
 - Concrete pavements: MNDOT Spec. 2461, Mix Design 3F52
 - Repair concrete, fast strength concrete: MNDOT Spec. 2461, Mix Design 3HE52
- Concrete Specifications:
 - Mix Design 3F32: Slump = $\frac{1}{2}$ to 3", 28-Day Compressive Strength = 4500 psi, % Air Entrainment = 5-8%
 - Mix Design 3F52: Slump = 2" to 5", 28-Day Compressive Strength = 4500 psi, % Air Entrainment = 5-8%
 - Mix Design 3HE52: Slump = 2" to 5", 28-Day Compressive Strength = 4500 psi, % Air Entrainment = 5-8%
 - Temperatures of all concrete during placement shall be 50-deg F to 90-deg F

CONCRETE PLACEMENT

- Place concrete as soon as possible after mixing. Place before initial set has occurred, and in no event after it has contained its water content for more than one hour.
- Avoid overworking concrete or allowing concrete to fall unrestricted for excessive vertical distances, and other situations which can cause segregation of the aggregates.
- Concrete pavements shall be placed in accordance with applicable portions of MnDOT 2301.
- Sidewalks shall be placed in accordance with MnDOT 2521.
- Curb and gutter shall be placed in accordance with MnDOT 2531.

PROTECTION

- Provide adequate protection against rain, sleet and snow before and during placement and finishing of concrete.
- Protect concrete from premature drying. Provide temporary covering as required. Keep concrete continuously moist for 7 days.
- Treat concrete with membrane curing compound in accordance with MnDOT 2531.3G.

COLD WEATHER CONCRETE

- Do not place concrete when the atmospheric temperature is below 40 degrees F., or when the concrete is likely to be subjected to freezing temperatures within 24 hours after it has been deposited, unless adequate temporary heating is provided.
- Maintain concrete temperature of 40 to 90 degrees F. for 3 days. Protect from freezing for the following 5 days.
- No frozen materials may be used in the concrete. Chemicals may not be used to prevent freezing unless approved by the Engineer.
- Perform all cold weather Concrete placement in accordance with ACI 306.

HOT WEATHER CONCRETE

- Do not place concrete when the atmospheric temperature is above 100 degrees F.
- Maintain concrete temperature of 40 to 90 degrees F. for 3 days. Protect from temperatures over 90 degrees for the following 5 days.
- Thoroughly wet dry porous surfaces before placing concrete.
- Water reducing admixtures with retarding properties are required for all concrete placed when the temperature exceeds 80 degrees F.
- Perform all hot weather concrete placement in accordance with ACI 305.

FINISHING

- Provide a broomed finish on exterior sidewalks and ramps unless noted otherwise.

QUALITY CONTROL

- The Contractor shall hire an independent testing firm to provide the following tests:
 - The independent testing technician shall perform random field testing of the fresh concrete including slump, air content, and temperature. (ASTM C143, C173, C231 and C138). One series of the aforementioned tests shall be performed on the first load of concrete. Random testing of slump, air content, and temperature shall be completed on several of the remaining concrete loads to ensure that the associated range requirements are being met for the overall concrete placement.
 - The independent testing technician shall cast a set of four compression test cylinders for the first load of concrete as well as 1 set for every 100 cubic yards, or fraction thereof, of concrete thereafter. Compression tests shall be performed on one test cylinder at 7 days and two test cylinders at 28 days. The fourth test cylinder shall be retained in the event of failing compression tests on the 28-day test cylinders.
- Special marking paint compound especially for striping bituminous and/or concrete paving in one coat.
- Manufacturers: Pratt & Lambert, Inc.; Sherwin Williams Co. or DuPont Co.
- Colors: Use white paint for concrete and bituminous pavements.
- All surfaces to be painted must be thoroughly clean and dry.
- Lay out painted lines with chalk on pavement in accordance with Project Drawings.
- Accurately apply paint to the chalk marks, using striping machines - 4" wide stripes.
- Apply paint in strict accordance with the manufacturer's directions.
- Protect all paint from damage by traffic until dry.
- Apply handicap logo at handicap stall.

PAINTED LINES



SCHULTZ ENGINEERING & SITE DESIGN

18 SOUTH RIVERSIDE AVENUE, SUITE 230
SARIELL, MINNESOTA 56377
PH: (320) 339-0669
FX: (866) 633-1830
schultzeng@live.com
www.schultzengdesign.com

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

BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
DATE: xx/xx/2025

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

SCHULTZ ENG. PROJECT NO.: 25008

ISSUE DATE: xx/xx/2025

DRAWN BY: BJS

REVIEWED BY: BJS

© SCHULTZ ENGINEERING & SITE DESIGN, PLLC 2025

CIVIL SHEET INDEX

CS1 - SITE PLAN
C1 - STANDARD NOTES & SPECIFICATIONS
C2 - STANDARD DETAILS
C3 - GRADING PLAN
C4 - SWPPP - STANDARD NOTES
C5 - SWPPP - PLAN VIEW
C6 - UTILITY PLAN

FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

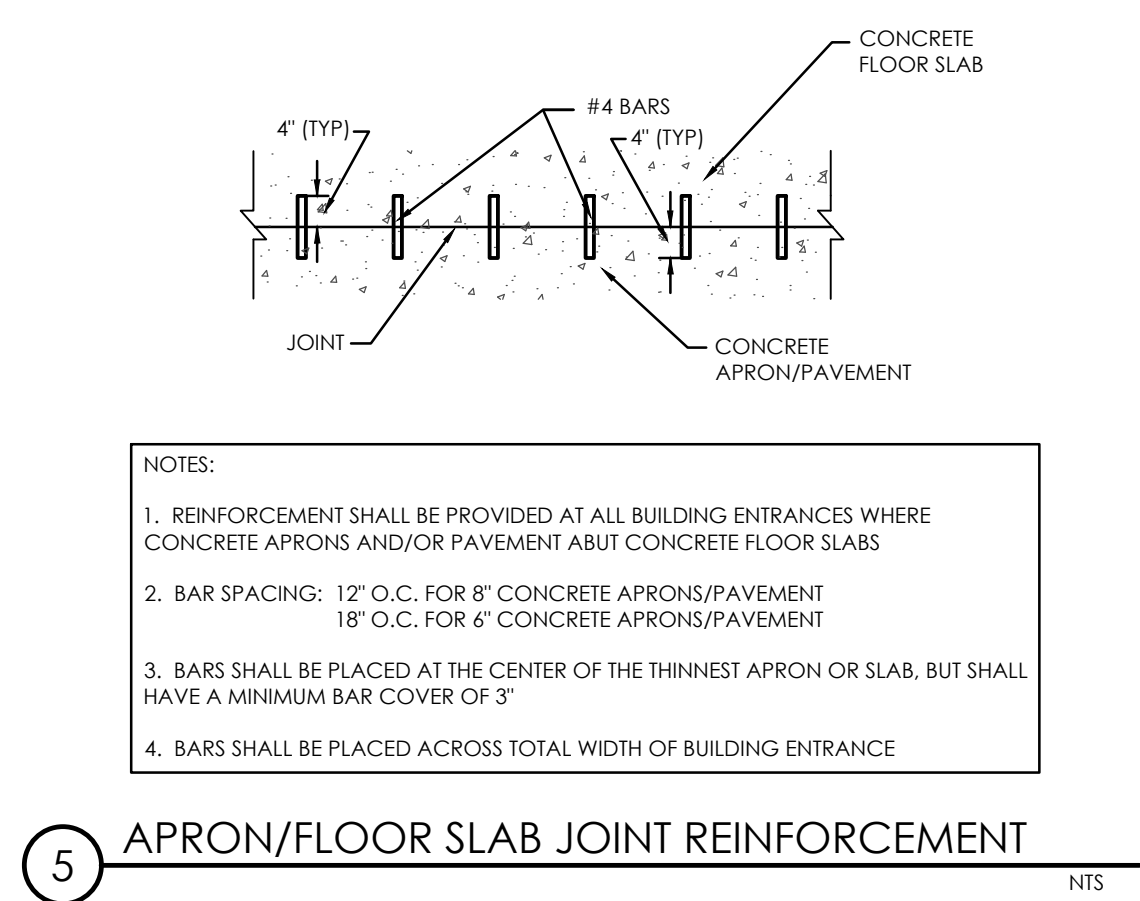
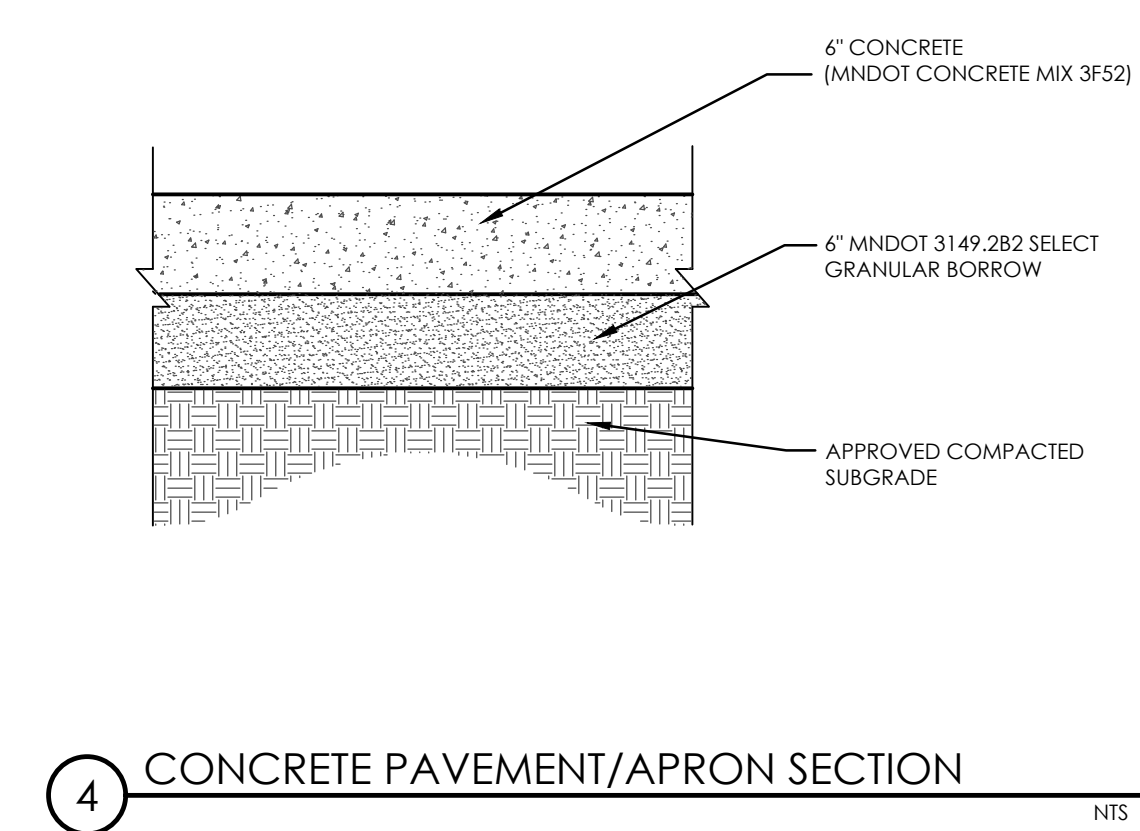
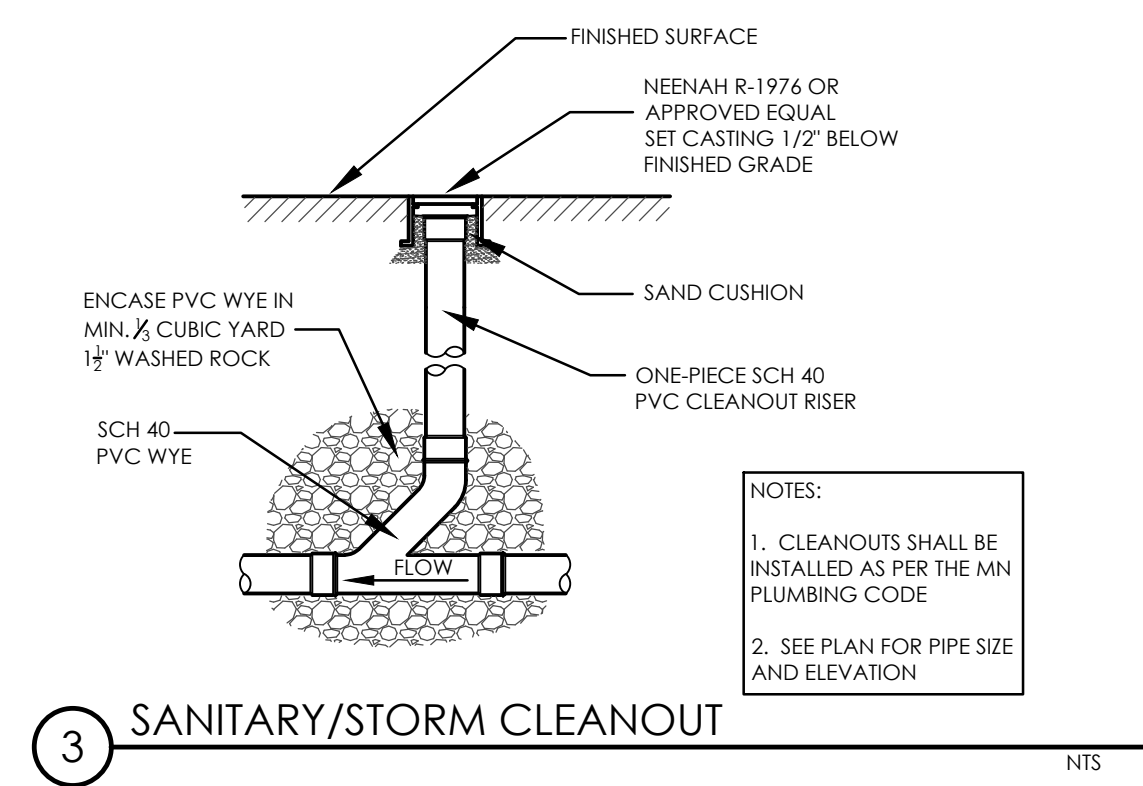
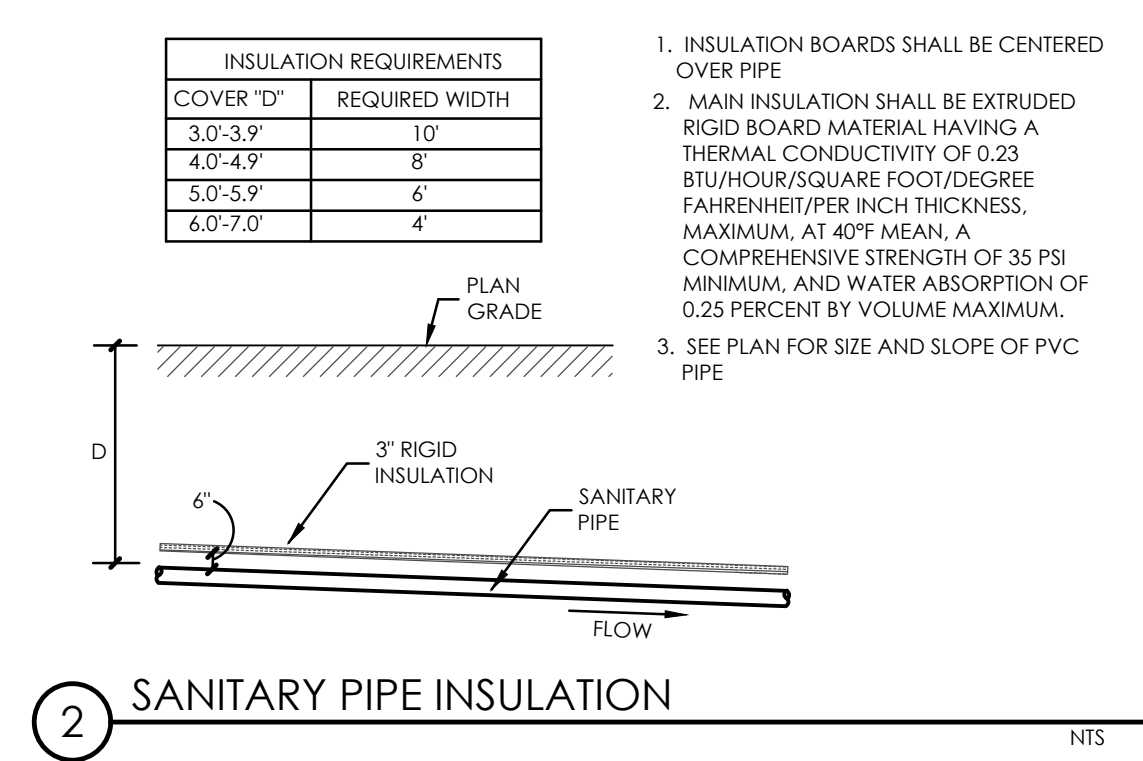
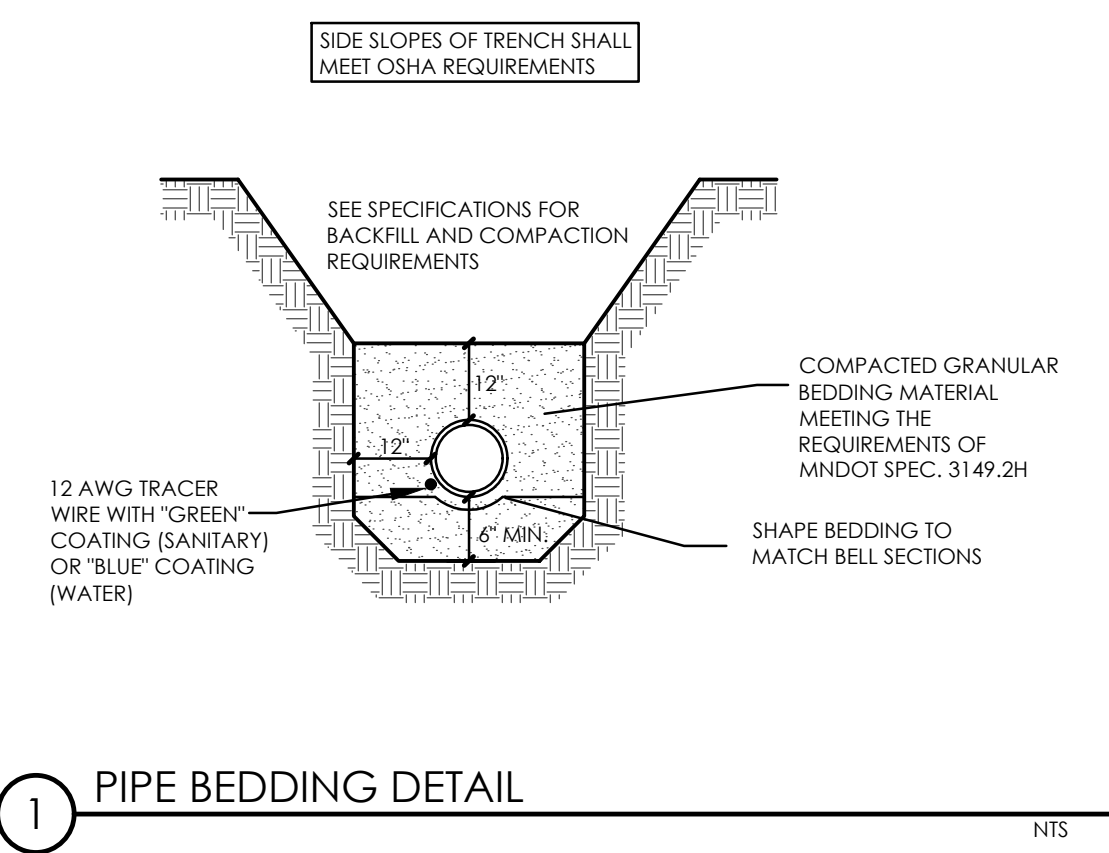
STANDARD NOTES & SPECIFICATIONS

C1

25008Specs.dwg

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION



PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION

250080Details.dwg



SCHULTZ ENGINEERING & SITE DESIGN

18 SOUTH RIVERSIDE AVENUE, SUITE 230
SARTELL, MINNESOTA 56377
PH: (320) 339-0669
FX: (866) 633-1830
schultzeng@live.com
www.schultzengdesign.com

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

BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
DATE: xx/xx/2025

REVISIONS		
NO.	DATE	DESCRIPTION
1		
2		
3		
4		

SCHULTZ ENG. PROJECT NO.: 25008

ISSUE DATE: xx/xx/2025

DRAWN BY: BJS

REVIEWED BY: BJS

© SCHULTZ ENGINEERING & SITE DESIGN, PLLC 2025

CIVIL SHEET INDEX

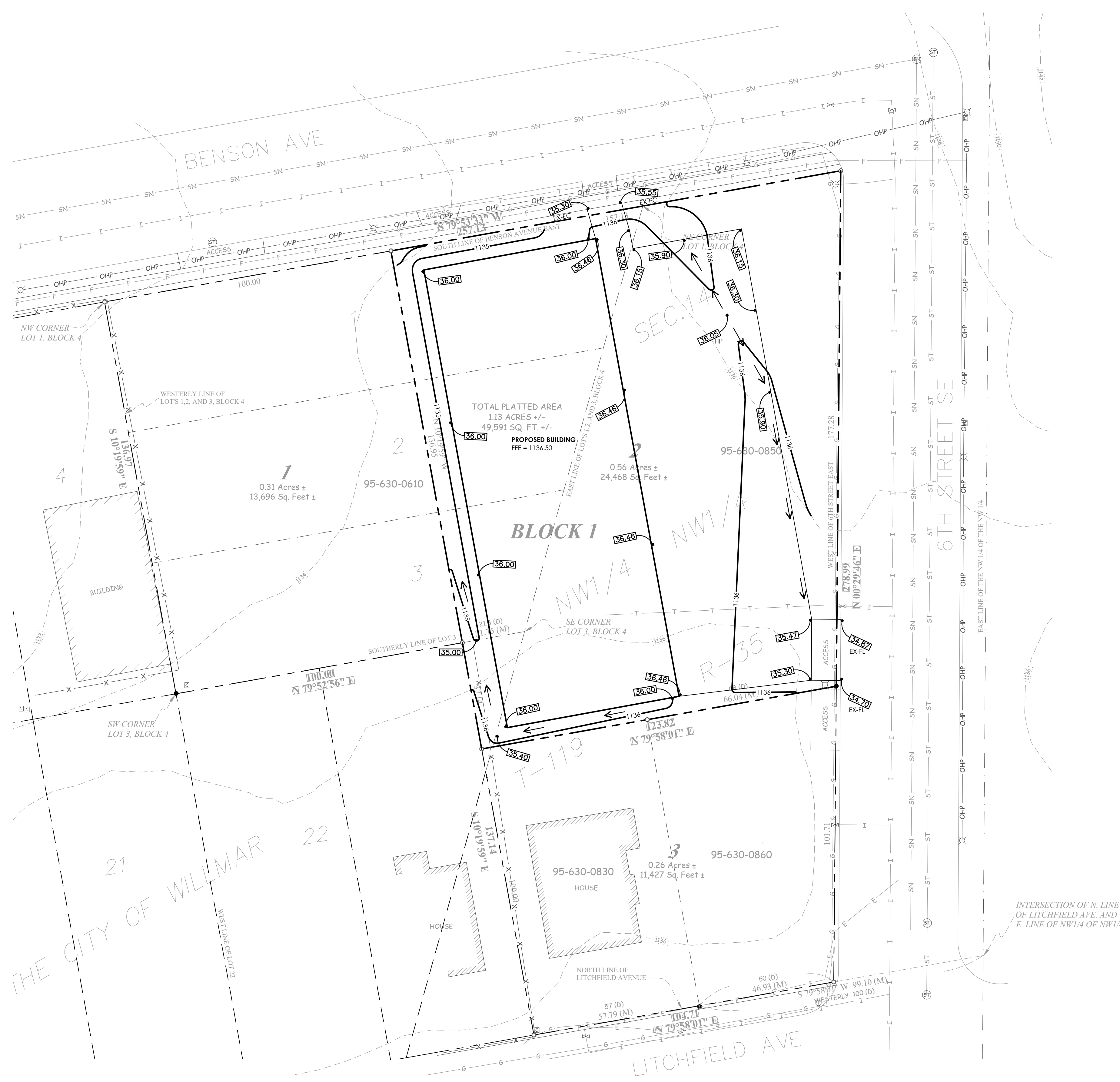
CS1 - SITE PLAN
C1 - STANDARD NOTES & SPECIFICATIONS
C2 - STANDARD DETAILS
C3 - GRADING PLAN
C4 - SWPPP - STANDARD NOTES
C5 - SWPPP - PLAN VIEW
C6 - UTILITY PLAN

FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

STANDARD DETAILS

C2



GRADING NOTES:

- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
 - LOCATIONS, DEPTHS, SIZES, AND MATERIAL TYPES OF EXISTING SANITARY, WATER, AND STORM SEWER UTILITIES, INCLUDING EXISTING STUBS
 - RIM AND INVERT ELEVATIONS OF EXISTING SANITARY AND STORM SEWER UTILITIES, INCLUDING EXISTING STUBS
 - LOCATIONS AND DEPTHS OF EXISTING NON-SEWER AND NON-WATER UTILITIES (IE: GAS, ELECTRIC, COMMUNICATIONS, ETC.)
 - EXISTING ABOVE-GROUND INFRASTRUCTURE AND SITE FEATURES
- NOTIFY ENGINEER IMMEDIATELY IF ANY INCONSISTENCIES ARE DISCOVERED BETWEEN ACTUAL SITE CONDITIONS AND WHAT IS SHOWN ON THE PLANS, WHICH ARE SIGNIFICANT ENOUGH TO ALTER THE INTENT OF THE DRAWINGS.
- EXISTING TOPOGRAPHICAL INFORMATION WAS OBTAINED FROM A TOPOGRAPHICAL SURVEY COMPLETED BY O'MALLEY & KRON LAND SURVEYORS, WILLMAR, MN, (320) 235-4012
- BENCHMARK: CONTACT O'MALLEY & KRON LAND SURVEYORS
- CONTRACTOR SHALL CONTACT GOPHER ONE CALL AT (800) 252-1166 FOR A UTILITY LOCATE PRIOR TO THE START OF CONSTRUCTION AND VERIFY LOCATIONS OF EXISTING UTILITIES BEFORE BEGINNING WORK.
- SEE SHEET C2 FOR STANDARD DETAILS.
- FINISHED ELEVATIONS OF LANDSCAPED AREAS IMMEDIATELY ADJACENT TO BUILDINGS SHALL BE A MINIMUM OF 6" BELOW FINISHED FLOOR OR TOP-OF-BLOCK ELEVATION, UNLESS NOTED OTHERWISE ON THE PLAN.
- CONTRACTOR SHALL PERFORM ALL NECESSARY CALCULATIONS TO VERIFY EARTHWORK QUANTITIES. CONTRACTOR'S BID RELATED TO EARTHWORK, CUTTING, FILLING, GRADING, ETC. SHALL BE BASED ON EARTHWORK CALCULATIONS COMPLETED BY THE CONTRACTOR.
- SPOT ELEVATIONS INDICATED ON THIS PLAN REPRESENT FINISHED SURFACE ELEVATIONS, UNLESS NOTED OTHERWISE.
- SPOT ELEVATIONS LOCATED ALONG CURB & GUTTER OR THICKENED EDGE SIDEWALK REPRESENT FLOWLINE ELEVATIONS OF GUTTER SECTION OR ADJACENT PAVEMENT. TOP-OF-CURB OR TOP-OF-THICKENED EDGE SIDEWALK SURFACE ELEVATIONS ARE 6" ABOVE THE FLOW LINE SPOT ELEVATION SHOWN ON THE PLANS, UNLESS NOTED OTHERWISE.
- SPOT ELEVATION DESIGNATIONS:
 - "EX" DENOTES EXISTING SPOT ELEVATION
 - "HP" DENOTES HIGH POINT
 - "FL" DENOTES FLOWLINE
 - "BC" DENOTES BACK OF CURB
 - "EC" DENOTES EDGE OF CONCRETE
 - "EP" DENOTES EDGE OF PAVEMENT
- ALL SPOT ELEVATIONS AND CONTOURS INDICATED ON THIS PLAN ARE INTENDED TO PROVIDE ADEQUATE POSITIVE DRAINAGE TOWARDS CATCH BASINS, CURB CUTS, PONDS, BASINS AND/OR OTHER OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONSTRUCT SPECIFIED SURFACE INFRASTRUCTURE TO ELEVATIONS AND GRADES INDICATED ON THIS PLAN, AS WELL AS ENSURE THAT ADEQUATE POSITIVE DRAINAGE IS CONSTRUCTED AND MAINTAINED THROUGHOUT THE ENTIRE SITE AND/OR CONSTRUCTION AREA.

NOTE: CADD FILES FOR ESTIMATING EARTHWORK QUANTITIES ARE AVAILABLE TO CONTRACTORS FOR PREPARING BIDS. IN ORDER TO RECEIVE THE CADD FILES, THE CONTRACTOR WILL NEED TO SIGN A HOLD-HARMLESS AGREEMENT PROVIDED BY SCHULTZ ENGINEERING & SITE DESIGN, AND AGREE TO PAY A \$50 PROCESSING FEE. THE CADD FILES WILL BE RELEASED UPON RECEIPT OF THE CHECK.

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION



SCHULTZ ENGINEERING & SITE DESIGN

18 SOUTH RIVERSIDE AVENUE, SUITE 230
SARTELL, MINNESOTA 56377
PH: (320) 339-0669
FX: (866) 633-1830
schultzeng@live.com
www.schultzengdesign.com

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

BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
DATE: xx/xx/2025

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

SCHULTZ ENG. PROJECT NO.: 25008

ISSUE DATE: xx/xx/2025

DRAWN BY: BJS

REVIEWED BY: BJS

© SCHULTZ ENGINEERING & SITE DESIGN, PLLC 2025

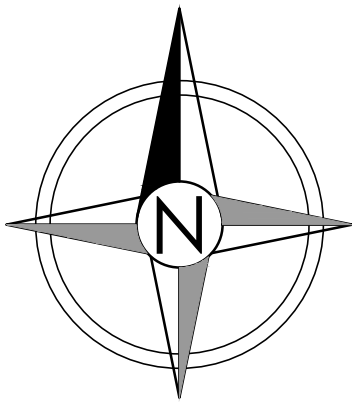
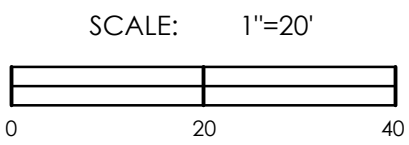
CIVIL SHEET INDEX

CS1 - SITE PLAN
C1 - STANDARD NOTES & SPECIFICATIONS
C2 - STANDARD DETAILS
C3 - GRADING PLAN
C4 - SWPPP - STANDARD NOTES
C5 - SWPPP - PLAN VIEW
C6 - UTILITY PLAN

FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

GRADING PLAN



C3

25008Grading.dwg

PROJECT INFORMATION

Project Description

This project will consist of the construction of a new storage building with an approximate footprint of 9,600-SF, as well as concrete paved areas for vehicle maneuvering adjacent to the building.

Disturbed Area & Impervious Surface Tabulation
(within proposed construction area)

Anticipated Disturbed Area	0.56 acres
Existing Impervious Area	0.00 acres*
Proposed Impervious Area	0.41 acres
Net Impervious Area Increase	0.41 acres*

* Note: Based on aerial photography from Kandiyohi County Interactive Mapping, there is evidence that at least one building and likely some associated impervious surfacing (pavement, sidewalk, and/or compacted gravel) once existed on this site. While the table to the left indicates existing impervious surfacing of 0.00 acres, it is unlikely that this is the case, historically.

Permanent Site Drainage

Site drainage will be routed off site in a manner consistent with existing drainage patterns.

SEDIMENT AND OTHER POLLUTANTS

This SWPPP has been designed mainly to provide erosion and sediment control of naturally occurring soils at this site (ie: sands, loams, and clays). Although this SWPPP does address pollution prevention of other man-made materials, it is assumed that these materials will consist of debris from existing structures and pavements to be demolished, or debris and chemicals (ie: fuels, new paints, etc.) resulting from new construction.

There are no known solid wastes or hazardous materials buried below grade at this site. If such wastes or hazard materials are discovered during construction, the SWPPP Coordinator (described below) will be responsible for notifying the Engineer. This SWPPP will then be revised to address he presence and disposal of these additional pollutants

EROSION PREVENTION AND SEDIMENT CONTROL BMPs

Standards and References

Materials and construction methods of all BMPs included in this SWPPP shall be as per the Minnesota Department of Transportation (MNDOT) Standard Specifications for Construction, latest edition. The Contractor and SWPPP Coordinator shall obtain a current copy of MNDOT's Standard Specifications for Construction and familiarize themselves with the specification sections applicable to this SWPPP, as there are several BMPs that specifically reference these sections.

The Contractor and SWPPP Coordinator shall be expected to be familiar with the applicable MNDOT specification sections during construction. No additional compensation will be paid to the Contractor for additional work due to unfamiliarity with these specification sections.

Undisturbed Areas

If shown on the plan, the Contractor shall delineate areas that are not to be disturbed on the site. This may be done with flags, stakes, signs, silt fence, etc., and shall be completed prior to the start of any grading operations. Regardless of the delineation method the Contractor chooses to use, the Contractor must communicate to his/her personnel and subcontractors that these areas are not to be disturbed and construction equipment (including trucks and personal vehicles) shall not be allowed in these areas.

The Contractor shall minimize compaction and preserve topsoil as much as possible at the site. In pervious ("green") areas that are not essential to the construction of the project, the Contractor shall avoid construction traffic and maintain the existing condition of these areas.

Temporary and Permanent Stabilization

All exposed soil areas (including stockpiles) shall be provided with temporary or permanent cover within 14 days of construction activity temporarily or permanently ceasing in that portion of the site. Temporary or permanent drainage ditches or swales, which drain off-site or to a surface water, and are within 200 lineal feet of the property line or surface water shall be provided with temporary or permanent cover within 24 hours of construction. Placement of temporary or permanent cover shall be initiated immediately upon suspension or completion of excavation operations.

Temporary Cover:

If the Contractor chooses to halt grading operations in a portion of the site (or the whole site) for a period exceeding 14 days, and grading operations (rough or finish grading) in the affected areas has not yet been completed, temporary cover shall be placed. Affected areas consisting of drainage ditches or swales connected to, and within, 200 lineal feet of a property line or surface water shall be provided with temporary cover within 24 hours of connection. Depending on the Contractor's schedule, the temporary cover shall consist of one of the following BMPs:

- Disanchored Mulch
 - Disanchored mulch may be used in an area of the site (or the whole site) if the Contractor is halting grading operations for a period that is relatively short, but exceeds 14 days.
 - The mulch shall be Type 3 per MNDOT Spec. 3882
 - An adequate quantity of mulch shall be evenly distributed to achieve 90% coverage of the exposed soils.
 - Mulch shall be placed as per MNDOT 2575.3F.
 - All mulch shall be disc anchored as per MNDOT 2575.3G. Prior to the placement and disanchoring of the mulch, the soils shall be loosened and the area smooth-rough graded per MNDOT 2575.3B1.
 - Any areas that are exposed as a result of wind action after the initial mulch placement shall be covered with additional mulch to maintain 90% coverage.
- Temporary Seeding with Mulch
 - Temporary seeding with mulch may be used in areas of the site (or the whole site) if the Contractor is halting grading operations for a period that is relatively long. Although mulch still needs to be applied as described above, once the temporary seeding/turf is established, the mulch will no longer need to be maintained. The temporary seeding/turf will require very little maintenance.
 - Prior to the sowing of temporary seed, the soils shall be loosened and the area smooth-rough graded per MNDOT 2575.3B1.
 - Contractor shall utilize Seed Mixes 100, 110, or 130 per MNDOT Spec. 3876 for temporary seeding.
 - Temporary seeding shall be sown per MNDOT Spec. 2575.3D.
 - Once temporary seeding has been sown, mulch shall be placed over the area as described above.

Permanent Cover:

Upon completion of finish grading and/or placement of topsoil, initiation of the placement of permanent cover shall begin immediately over all exposed areas. This includes areas designated for impervious surfacing (ie: buildings, pavements/gravel boxes, sidewalks, etc.). Where the construction schedule will not allow for the placement of the permanent impervious surfacing within 14 days of the completion of finish grading, temporary cover shall be provided in these areas, as described above, until the permanent impervious surfacing can be constructed. Affected areas consisting of drainage ditches or swales connected to, and within, 200 lineal feet of a property line or surface water, shall be provided with permanent cover within 24 hours of connection.

Areas designated for permanent turf establishment shall be provided with one or more of the following BMPs (see plan):

- Permanent Seeding with Mulch
 - Unless otherwise noted on the plans, all areas designated for turf establishment shall be provided with permanent seeding.
 - In addition to the plan included as part of this SWPPP, the Contractor shall verify if a Landscaping Plan has been included in the plans by the Architect. If a Landscape Architect has specified higher quality permanent cover (ie: sod, hydroseeding, etc.), the Contractor shall provide this permanent cover in lieu of the permanent seeding specified in this SWPPP.
 - Prior to the sowing of permanent seed, the soils shall be loosened and the area smooth-rough graded per MNDOT 2575.3B1.
 - Contractor shall utilize Seed Mix 260 per MNDOT Spec. 3876 for permanent seeding.
 - Permanent seeding shall be sown per MNDOT Spec. 2575.3D.
 - Once permanent seeding has been sown, mulch shall be placed over the area as described above (under Temporary Cover), unless noted otherwise.

2). Erosion Control Blanket

- Erosion control blanket shall be placed in areas as shown on the plan included in this SWPPP. These areas shall still be provided with permanent seeding, as described above, beneath the erosion control blanket.
 - Erosion control blanket shall meet the requirements indicated in MNDOT Spec. 3885. See plan for category(s) of erosion control blanket.
 - Erosion control blanket shall be installed as per MNDOT Spec. 2575.3I2.
 - Erosion control blanket specified in drainage ditches and swales connected to, and within 200 lineal feet, of a property line or surface water shall be installed within 24 hours of the completion of finish grading (including permanent seeding).
- 3). Riprap
- Riprap shall be placed in areas as shown on the plan included in this SWPPP.
 - All riprap shall be underlain with Type 4 geotextile fabric. The fabric shall meet the requirements of MNDOT Spec. 3733 and shall be installed as per MNDOT Spec. 2511.3B2.
 - Riprap materials shall meet the requirements of MNDOT Spec. 3601, and shall be Class 3, unless noted otherwise on the plans.
 - Riprap shall be considered "Random Riprap" and shall be placed as per MNDOT Spec. 2511.
 - Although it is permitted for the riprap to be placed with machinery, it will be necessary for the Contractor to hand place some of the riprap in order to provide a dense, well-keyed layer of stones with the least practical quantity of void space.
 - The minimum thickness of the riprap shall be 18 inches, unless otherwise noted on the plans.
 - Riprap designated at the end of pipe outlets shall be placed within 24 hours of installation of the pipe outlet end section.
 - Riprap specified in drainage ditches and swales connected to, and within 200 lineal feet, of a property line or surface water shall be installed within 24 hours of the completion of finish grading.

Sediment Control

The following sediment control BMPs shall be implemented as part of this project:

- Silt Fence
 - Silt fence shall be installed at the locations shown on the plan included in this SWPPP.
 - Silt fence shall be machine sliced and materials shall meet the requirements of MNDOT Spec. 3886.
 - Silt fence shall be installed as per MNDOT Spec. 2573.3C1.
 - Silt fence shall be installed prior to any upgradient grading operations, and shall remain in place and maintained adequately until upgradient areas achieve Final Stabilization (see below)
 - Silt fence shall be repaired or replaced if damaged during, or after, rain events, or if accumulated sediment on the upstream side of the fence reaches 1/3 of the height of the fence. Repair or replacement of silt fence shall be completed within 24 hours of discovery.
 - Portions of silt fence may be removed to accommodate short-term activities, such as vehicle passage. Short-term activities shall be completed as quickly as possible, and new silt fence installed immediately after completion of the short-term activity. If rainfall is imminent or forecasted in the near future, new silt shall be installed regardless of if the short term activity has been completed or not. The Contractor is advised to schedule short term activities during dry weather as much as practicable. No additional compensation will be paid due to additional silt fence associated with short-term activities.
 - Temporary soil stockpiles shall be placed on the site in areas upgradient from silt fence. Where the Contractor chooses to place temporary soil stockpiles outside designated silt fenced areas, the stockpiles shall be surrounded by additional silt fence. Under no circumstances shall temporary soil stockpiles be placed over surface waters, curb and gutter, catch basins, culvert inlets or outlets, or ditches.
 - Catch Basin Protection
 - WIMCO Road Drain protection devices, as manufactured by WIMCO, shall be used for catch basin protection on this project. WIMCO can be contacted at (952)-233-3055, and their web page is www.roadrain.com.
 - "Road Drain Top Slab" devices shall be installed at all catch basin locations immediately after placement of the catch basin structures. "Road Drain Top Slab" devices shall remain in place and be adequately maintained until permanent surfacing is constructed (ie: curb and gutter, pavements, and/or gravel surfacing). In areas designated for turf establishment, "Road Drain Top Slab" devices shall remain in place until Final Stabilization of all upgradient areas is established.
 - Upon construction of the permanent surfacing, the "Road Drain Top Slab" devices shall be replaced with the WIMCO product specified on the plans. The WIMCO devices shall remain in place until Final Stabilization of all upgradient areas has been established.
 - The contractor shall install and maintain the catch basin protection devices as per the manufacturer's instructions and specifications.
 - Culvert Inlet Protection
 - Culvert inlet protection shall be provided at all culvert inlet locations immediately after construction of the culvert. See plan included in this SWPPP for culvert inlet locations.
 - Culvert inlet protection shall consist of the SedJacket, as manufactured by SedCatch Environmental Products. SedCatch Environmental Products can be contacted at (937)-435-5075, and their web page is https://sedcatch.com/collections/sedjacket.
 - The culvert inlet protection shall remain in place and adequately maintained until Final Stabilization of all upgradient areas has been established.
 - Culvert inlet protection shall be repaired or replaced if damaged during, or after, rain events, or if accumulated sediment reaches 1/2 of the height of the SedJacket device fabric. Repair or replacement of culvert inlet protection shall be completed within 24 hours of discovery.
 - Temporary Rock Construction Entrance
 - Temporary rock construction entrances shall be installed at the locations shown on the plan included in this SWPPP. See detail for temporary rock entrance design.
 - If the Contractor chooses to access the site from locations other than where temporary rock entrances are specified on the plans, additional temporary rock entrances shall be placed at these locations, as well.
 - Temporary rock entrance shall be constructed prior to the start of grading operations, and shall remain in place and be adequately maintained until Final Stabilization has been established.
 - Temporary rock entrances shall be maintained in such a manner that the entrances prevent sediment tracking onto adjacent streets. If a temporary rock entrance is found to be ineffective, it shall be replaced or improved within 24 hours of discovery.
 - The Contractor has the option to place Type 4 geotextile fabric beneath the temporary rock entrance. The fabric may extend the life of the entrance as it will reduce rock "sinking" into the underlying soils. If the Contractor chooses to use fabric, it should meet the requirements of MNDOT Spec. 3733 and shall be installed as per MNDOT Spec. 2511.3B2.
 - If sediment tracking from the site is discovered on adjacent streets, the sediment shall be removed with a street sweeper or other approved method within 24 hours of discovery. This shall be done throughout construction of the project. This sediment may be returned and graded over exposed areas of the site, or disposed of off site per MPCA requirements.
- The City may order street sweeping to be performed at the Contractor's or Owner's expense if City staff find that construction activities are resulting in sediment or debris being tracked onto City streets.

5). Filter Logs

- Filter logs shall be installed at the locations shown on the plan included in this SWPPP.
- Filter logs shall consist of Type Wood Fiber biorolls and meet the requirements of MNDOT Spec. 3897.
- Filter logs shall be installed as per MNDOT Spec. 2573.3J.
- Filter logs shall be installed immediately after placement of erosion control blanket.
- Filter logs shall remain in place for the life of the project, and shall be allowed to degrade naturally.

Dewatering

If dewatering of sandy subsoils is required for this project, the pump discharge shall be treated prior to discharge off-site or into a surface water. Treatment of discharge shall be achieved with the use of a "Dandy Dewatering Bag" (or approved equivalent), as manufactured by Dandy Products, Inc. Dandy Products, Inc. can be contacted at (877) 307-0141, and their web page is www.dandyproducts.com. The "Dandy Dewatering Bag" shall be installed, utilized, and maintained per the manufacturer's instructions and specifications.

Once dewatering water has been treated, it may be discharged off-site or to a surface water. The discharge shall be visually checked to ensure that it is relatively clean and not visibly different from any receiving waters. If discharge is noticeably "dirty", the Engineer shall be contacted as additional treatment methods may be necessary.

Adequate erosion control shall be provided at the point of discharge if it is located in an area with exposed soils or established turf. This erosion control may consist of temporarily placed rip rap, or other approved energy dissipation measures. The type of erosion control measure shall be at the Contractor's discretion, depending on the location of the dewatering discharge and the unique site characteristics. The erosion control measures shall be effective and shall be maintained adequately such that no erosion occurs at the point of discharge.

Pollution Prevention Management

Solid waste accumulated during construction, including collected sediment, construction materials, floating debris, construction debris, paper, plastics, and other solid wastes shall be disposed of in accordance with MPCA disposal requirements:

- Building products that have the potential to leach pollutants shall be maintained under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by a similarly effective means designed to minimize contact with storm water.
- Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials shall be maintained under cover (e.g., plastic sheeting or temporary roofs) to prevent the discharge of pollutants or protected by similarly effective means designed to minimize contact with stormwater.
- Hazardous materials, toxic waste, (including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids) shall be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas shall be provided to prevent vandalism. Storage and disposal of hazardous waste or hazardous materials shall be in compliance with Minn. R. ch. 7045 including secondary containment as applicable.
- Solid waste shall be stored, collected and disposed of properly in compliance with Minn. R. ch. 7035.
- Portable toilets shall be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. ch. 7041.

The Contractor shall take steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded including the use of drip pans or absorbents unless infeasible. The Contractor shall conduct fueling in a contained area unless infeasible. The Contractor shall ensure adequate supplies are available at all times to clean up discharged materials and that an appropriate disposal method is available for recovered spilled materials. The Contractor shall report and clean up spills immediately as required by Minn. Stat. § 115.061, using dry clean up measures where possible.

If the Contractor washes the exterior of vehicles or equipment on the project site, washing shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective controls and waste from the washing activity shall be properly disposed of. The Contractor shall properly use and store soaps, detergents, or solvents. No engine degreasing shall be allowed on site.

The Contractor shall provide effective containment for all liquid and solid wastes generated by washout operations (concrete, stucco, paint, form release oils, curing compounds and other construction materials) related to the construction activity. The liquid and solid washout wastes shall not contact the ground, and the containment shall be designed so that it does not result in runoff from the washout operations or areas. Liquid and solid wastes shall be disposed of properly and in compliance with MPCA rules. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

FINAL STABILIZATION

Final Stabilization shall be considered established once the following requirements have been achieved:

- All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
- The permanent storm water management system is constructed, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems and ditches are stabilized with permanent cover.
- All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed from the project site. BMPs designed to decompose on site may be left in place.

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION
-----	------	-------------

1		
2		
3		
4		

SCHULTZ ENG, PROJECT NO.: 25008	
ISSUE DATE:	xx/xx/2025
DRAWN BY:	BJS
REVIEWED BY:	BJS
© SCHULTZ ENGINEERING & SITE DESIGN, PLLC 2025	

CIVIL SHEET INDEX
CS1 - SITE PLAN
C1 - STANDARD NOTES & SPECIFICATIONS
C2 - STANDARD DETAILS
C3 - GRADING PLAN
C4 - SWPPP - STANDARD NOTES
C5 - SWPPP - PLAN VIEW
C6 - UTILITY PLAN

FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

SWPPP - STANDARD NOTES

25008SWPPP--Notes.dwg



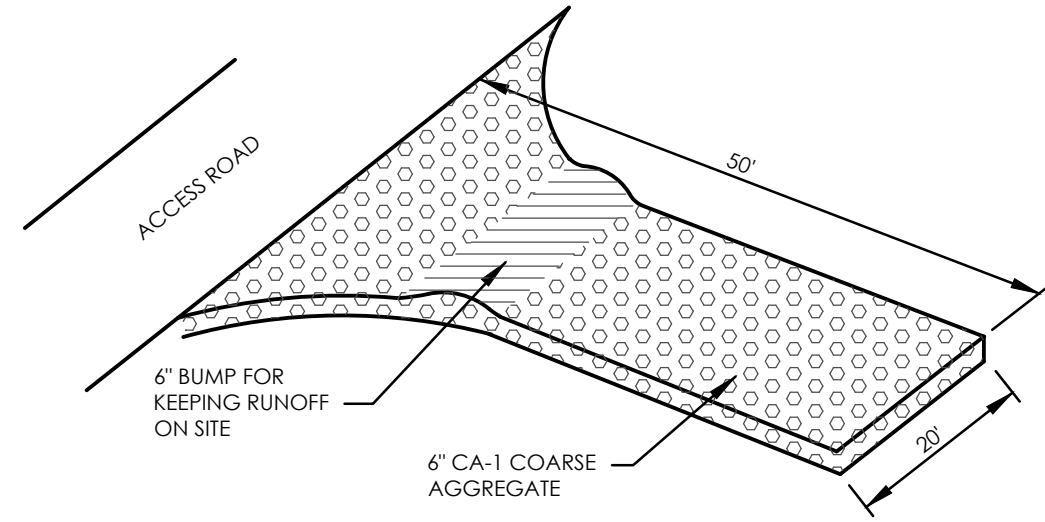
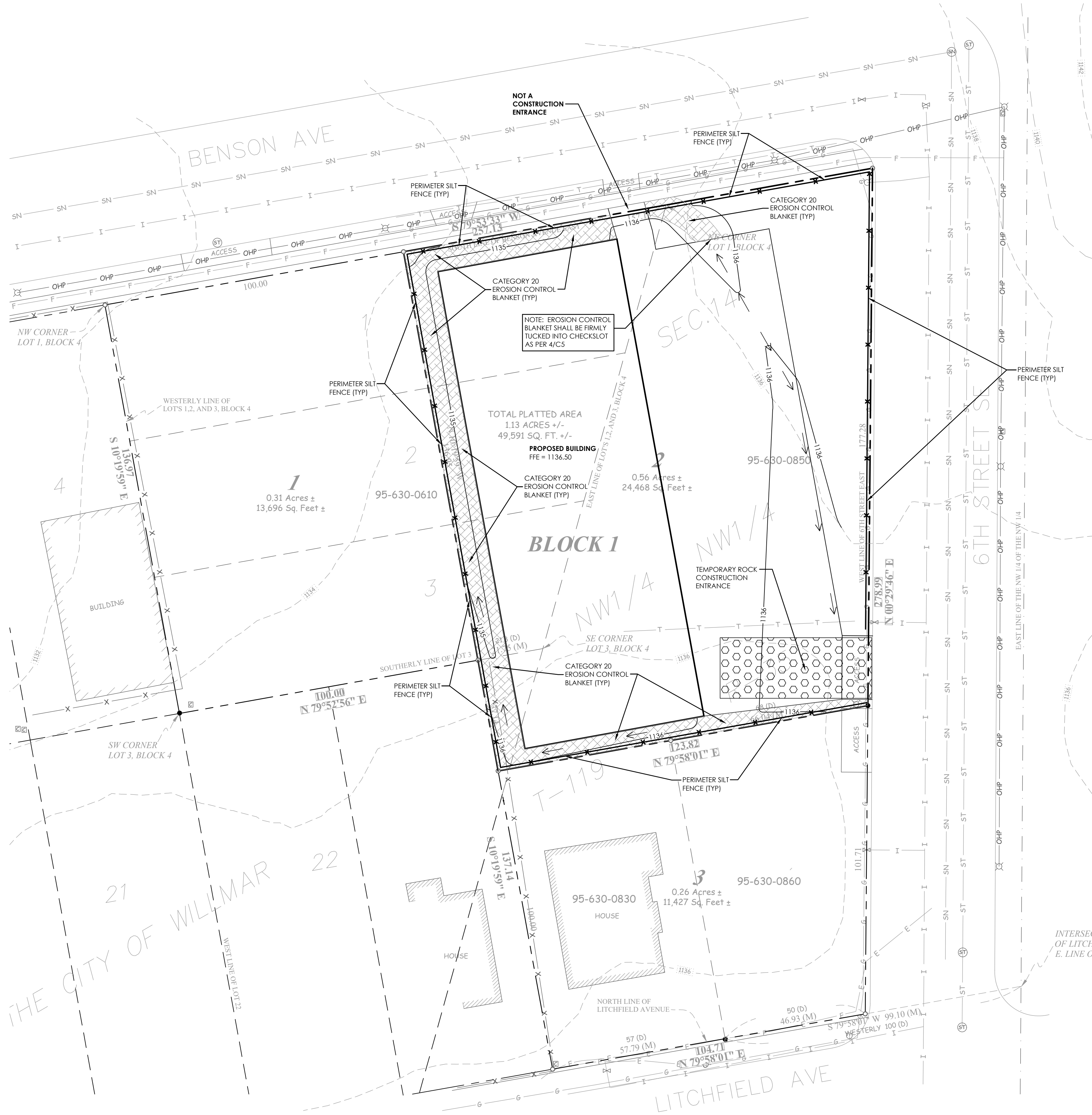
SCHULTZ ENGINEERING & SITE DESIGN

18 SOUTH RIVERSIDE AVENUE, SUITE 230
SARIELL, MINNESOTA 56377
PH: (320) 339-0669
FX: (866) 633-1830
schultzeng@live.com
www.schultzengdesign.com

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

BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
DATE: xx/xx/2025

C4

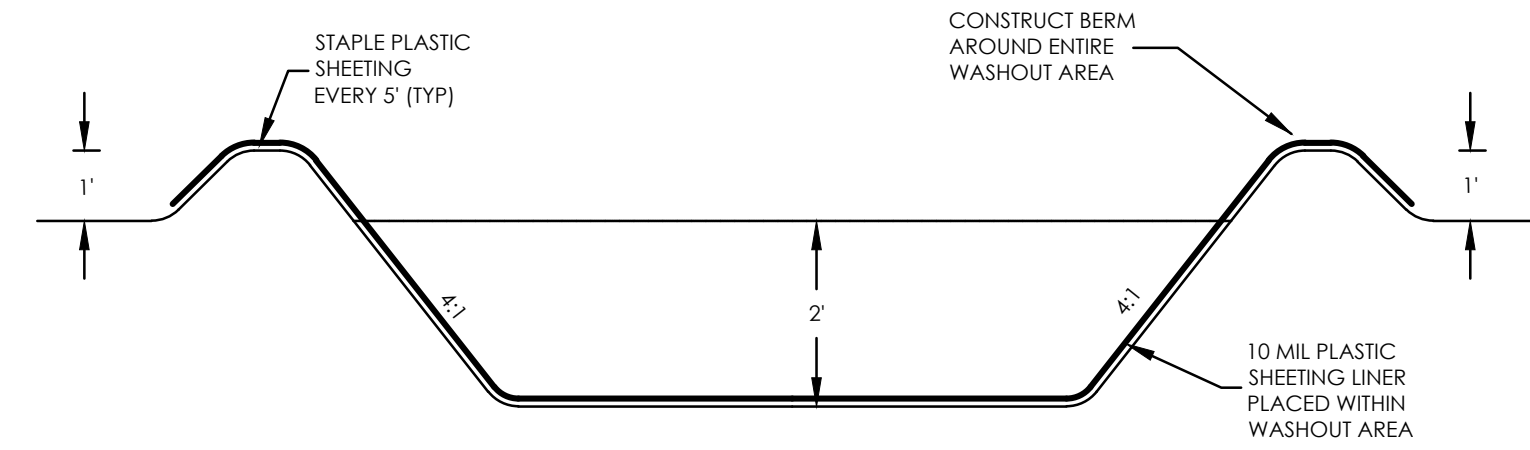


1. THE ROCK ENTRANCE SHALL BE CONSTRUCTED PRIOR TO THE START OF GRADING OPERATIONS.
2. THE ENTRANCE SHALL BE GRADED SUCH THAT POSITIVE DRAINAGE DURING CONSTRUCTION IS PROVIDED.
3. THE ENTRANCE SHALL BE MAINTAINED IN SUCH A CONDITION SUCH THAT IT PREVENTS MUD TRACKING OFF SITE. ADDITIONAL ROCK OR REPLACEMENT OF THE ENTRANCE MAY BE REQUIRED PERIODICALLY IF MUD STARTS TO TRACK OFF SITE.
4. THE ROCK ENTRANCE MAY BE REMOVED JUST PRIOR TO THE PLACEMENT OF AGGREGATE BASE.

NOTE: PLACING FILTER FABRIC UNDER THE ROCK ENTRANCE MAY REDUCE THE AMOUNT OF MAINTENANCE IT WOULD REQUIRE.

1 TEMPORARY ROCK CONSTRUCTION ENTRANCE

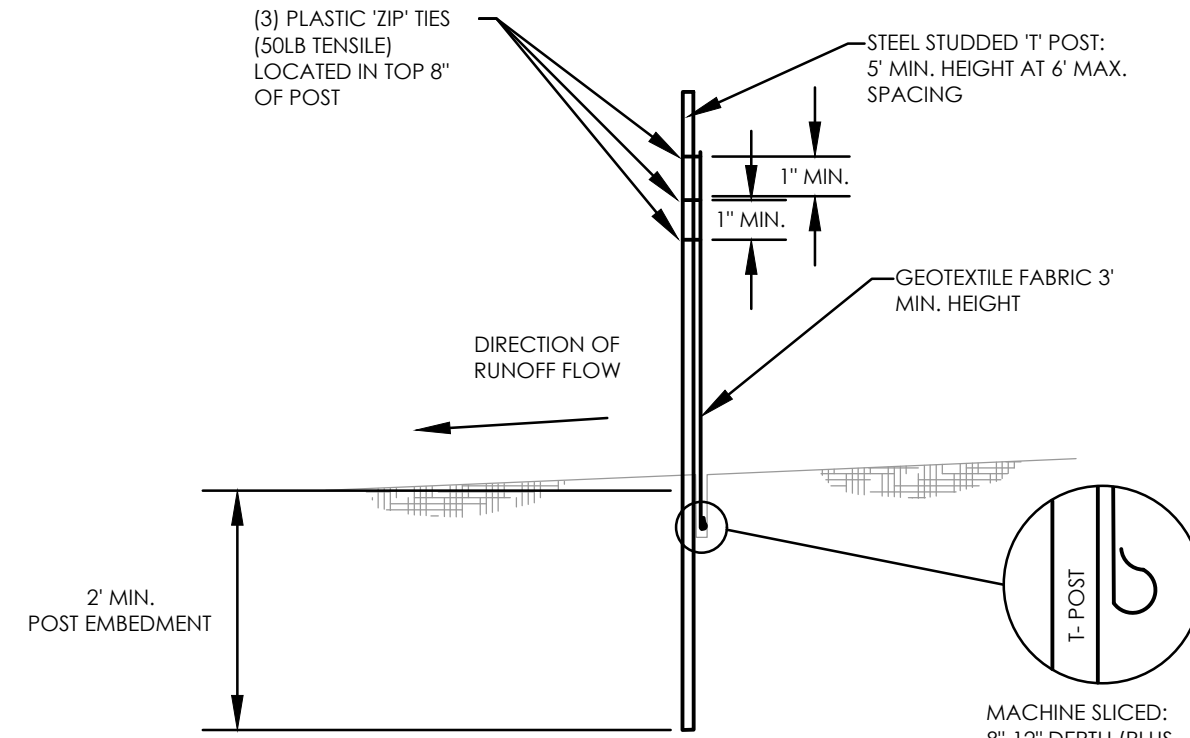
NTS



1. BOTTOM OF CONCRETE WASHOUT AREA SHALL BE 10X10'
2. CONTRACTOR SHALL REMOVE WASH LIQUID FROM CONCRETE WASHOUT AREA AND DISPOSE OF PER MPCA REQUIREMENTS WHEN WASHOUT AREA BECOMES HALF FULL.
3. CONTRACTOR SHALL SELECT THE MOST OPTIMAL LOCATION FOR THE CONCRETE WASHOUT

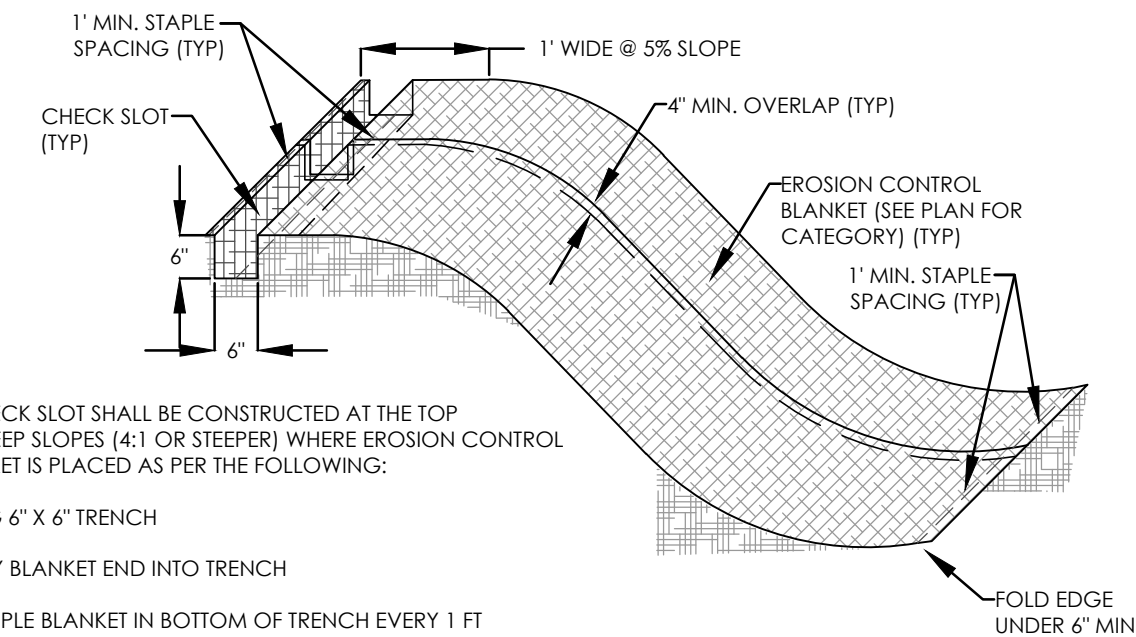
2 CONCRETE WASHOUT

NTS



3 SILT FENCE - MACHINE SLICED

NTS



A CHECK SLOT SHALL BE CONSTRUCTED AT THE TOP OF STEEP SLOPES (4:1 OR STEEPER) WHERE EROSION CONTROL BLANKET IS PLACED AS PER THE FOLLOWING:

1. DIG 6" X 6" TRENCH
2. LAY BLANKET END INTO TRENCH
3. STAPLE BLANKET IN BOTTOM OF TRENCH EVERY 1 FT
4. BACKFILL TRENCH WITH SOIL AND COMPACT
5. IF SLOPE LENGTH IS GREATER THAN 100 FT DIG A CHECK SLOT 1/3 FROM THE BOTTOM OF THE SLOPE AND STAPLE THE BLANKET IN AS IN THE TOP TRENCH.
6. PROVIDE STAPLES IN STRICT CONFORMANCE W/ BLANKET MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS.

4 EROSION CONTROL BLANKET

NTS

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION



SCHULTZ ENGINEERING & SITE DESIGN

18 SOUTH RIVERSIDE AVENUE, SUITE 230
SARIELL, MINNESOTA 56377
PH: (320) 339-0669
FX: (866) 633-1830
schultzeng@live.com
www.schultzengdesign.com

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

BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
DATE: xx/xx/2025

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

SCHULTZ ENG. PROJECT NO.: 25008

ISSUE DATE: xx/xx/2025

DRAWN BY: BJS

REVIEWED BY: BJS

© SCHULTZ ENGINEERING & SITE DESIGN, PLLC 2025

CIVIL SHEET INDEX

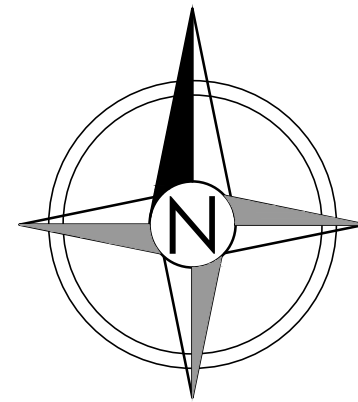
CS1 - SITE PLAN
C1 - STANDARD NOTES & SPECIFICATIONS
C2 - STANDARD DETAILS
C3 - GRADING PLAN
C4 - SWPPP - STANDARD NOTES
C5 - SWPPP - PLAN VIEW
C6 - UTILITY PLAN

FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

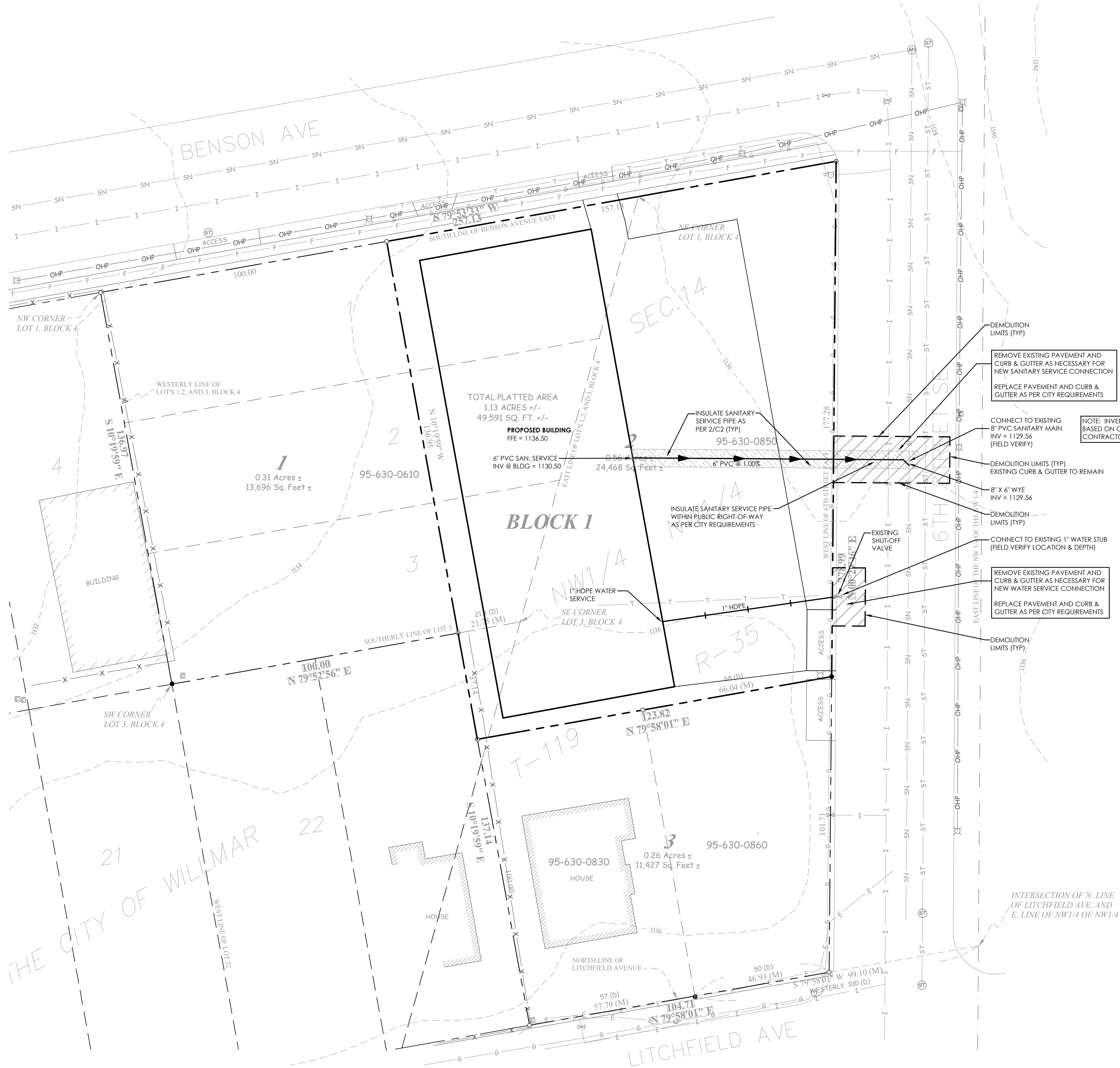
SWPPP - PLAN VIEW

SCALE: 1"=20'
0 20 40



C5

25008SWPPP-Plan.dwg



UTILITY NOTES:

1. WATER MAIN AND ANY WATER SERVICE LINES SHALL BE PLACED AT A MINIMUM DEPTH OF 8 FEET BELOW FINISHED GRADE.
2. IF CONFLICTS ARE DISCOVERED WHERE WATER MAIN AND/OR WATER SERVICES CROSS EXISTING OR PROPOSED SANITARY SEWER, SERVICE LINES, OR STORM SEWER, THE WATER MAIN AND/OR WATER SERVICES SHALL BE RAISED OR LOWERED APPROPRIATELY WHILE STILL MAINTAINING A MINIMUM DEPTH OF 8 FEET BELOW FINISHED GRADE.
3. INSULATION SHALL BE PLACED AT ALL LOCATIONS WHERE STORM SEWER CROSSES SANITARY SEWER, WATER MAIN, OR ASSOCIATED SERVICES. INSULATION SHALL CONSIST OF AN 8-FT X 8-FT SQUARE OF 3" THICK RIGID INSULATION. INSULATION SHALL BE PLACED BETWEEN THE STORM SEWER AND PIPE CROSSING WITH THE EDGES OF THE INSULATION PARALLEL TO THE PIPING AS MUCH AS POSSIBLE.
4. INSTALL SANITARY SEWER SERVICE LINE CLEANOUTS AS REQUIRED BY THE MINNESOTA PLUMBING CODE.
4. INSTALL TRACER WIRE ALONG PROPOSED UNDERGROUND UTILITY PIPE AS PER MINNESOTA RURAL WATER ASSOCIATION STANDARDS AND SPECIFICATIONS.
<https://www.mrwa.com/wp-content/uploads/2022/06/TracerWireSpecGuideFinalweb11.pdf>
5. SEE SHEET C2 FOR STANDARD DETAILS RELATING TO THE PLACEMENT OF THE UTILITIES.
6. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
7. PRIOR TO CONSTRUCTION OF SANITARY SEWER, AND ORDERING ASSOCIATED MATERIALS, THE CONTRACTOR'S PLUMBING DESIGNER SHALL PROVIDE THE ENGINEER WITH THE TOTAL DRAINAGE FIXTURE UNITS (DFU) FOR THE INTERIOR PLUMBING TO VERIFY THE CORRECT SIZING AND SLOPE OF THE SANITARY SEWER SERVICE

OWNER AND/OR CONTRACTOR SHALL SUBMIT FOR STATE PLUMBING REVIEW, AND OBTAIN AN APPROVED PLUMBING REVIEW REPORT FROM MNDI, PRIOR TO THE INSTALLATION OF ANY SANITARY SEWER OR WATER UTILITIES.

CONSTRUCTION OF SANITARY SEWER OR WATER UTILITIES SHALL NOT COMMENCE UNTIL AFTER THE APPROVED PLUMBING REVIEW REPORT HAS BEEN OBTAINED, AND ANY AND ALL PERTINENT COMMENTS HAVE BEEN ADDRESSED ON THE PLANS AND IN THE PROJECT SPECIFICATIONS. CONTRACTOR IS ADVISED TO ORDER UTILITY MATERIALS AFTER APPROVED PLUMBING REVIEW REPORT HAS BEEN OBTAINED FROM MNDI

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION



SCHULTZ ENGINEERING & SITE DESIGN

18 SOUTH RIVERSIDE AVENUE, SUITE 230
SARTELL, MINNESOTA 56377
PH: (320) 339-0669
FX: (866) 633-1830
schultzeng@live.com
www.schultzengdesign.com

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

BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
DATE: xx/xx/2025

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

SCHULTZ ENG. PROJECT NO.: 25008

ISSUE DATE: xx/xx/2025

DRAWN BY: BJS

REVIEWED BY: BJS

© SCHULTZ ENGINEERING & SITE DESIGN, PLLC 2025

CIVIL SHEET INDEX

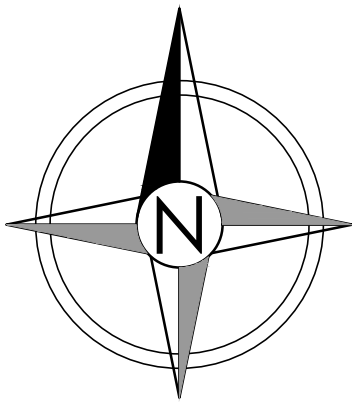
C1 - SITE PLAN
C1 - STANDARD NOTES & SPECIFICATIONS
C2 - STANDARD DETAILS
C3 - GRADING PLAN
C4 - SWPPP - STANDARD NOTES
C5 - SWPPP - PLAN VIEW
C6 - UTILITY PLAN

FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

UTILITY PLAN

SCALE: 1"=20'
0 20 40



C6

25008utility.dwg