



WILLMAR CITY COUNCIL MEETING

MONDAY, APRIL 7, 2025 @ 6:30 PM

Willmar Municipal Utilities

700 Litchfield Ave SW, Willmar, MN 56201

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 17, 2025
- B. Joint City Council and Planning Commission Work Session Minutes March 24, 2025
- C. Willmar Municipal Utilities Commission Retreat Minutes of March 21, 2025
- D. Willmar Municipal Utilities Commission Minutes of March 24, 2025
- E. Planning Commission Minutes of March 19, 2025
- F. Willmar Police Commission Meeting Minutes of February 3, 2025
- G. Willmar Police Commission Meeting Minutes of February 12, 2025
- H. Willmar Police Commission Meeting Minutes of March 10, 2025
- I. Establishing 2025 Municipal State Aid Streets
- J. Local Government Resolution, Business Development Infrastructure Application
- K. Agricultural Land Lease Extension
- L. Willmar Community Theatre Inc. Lawful Gambling Application
- M. Accounts Payable Report, 3/13/25 - 4/2/25

Information:

Monthly Building Reports March 2025

New Appointments to Boards/Commissions

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

- A. Gorton Avenue Right of Way Vacation
- B. Fischer First Addition Zoning Map Amendment Proposed Ordinance and Replat

10. Regular Business

- A. Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025
- B. Police Chief Selection
- C. Project No. 2503-C Technology Drive Improvements Bid Award
- D. Wastewater Treatment Facility Biosolids Tanker Purchase
- E. Resolution to Acknowledge Donations for the First Quarter of 2025
- F. City Council Work Session, Capital Improvement Program Tour, April 17, 2025
- G. City Council Work Session, Wednesday, April 23, 2025

11. Announcements

12. Adjourn

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

March 17, 2025
6:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Captain Michael Anderson, Finance Director Tom Odens, Parks and Recreation Director Rob Baumgarn, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, City Clerk Vernae Larsen, and City Attorney Robert Scott.

Council Member Fagerlie moved to remove item 9C from the agenda. Council Member Butterfield seconded the motion.

A motion was then made by Council Member Ask to approve the amended agenda. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

City Clerk Vernae Larsen reviewed the Consent Agenda.

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. **Resolution No. 2025-033** Project No. 2503-D Advertisement for Bids
- E. **Resolution No. 2025-034** DNR Fishing Platforms at Robbins Island
- F. **Resolution No. 2025-035** 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

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

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

Noes None

Regular Business:

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

Jaron Smith, General Manager and Kevin Marti, Facilities & Maintenance supervisor from Willmar Municipal Utilities provided an overview of the site selection process for the new WMU building. A motion was made by Council Member Butterfield to reject the proposed purchase agreement. With no second to the motion, the motion failed. No action was taken.

B. **Iverson Park Lift Station Replacement Professional Services**

Public Works Director Justin DeLeeuw presented information regarding the Iverson Park Lift Station Replacement Professional Services. Council Member Gardner moved to **Adopt Resolution No. 2025-036 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**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

Council Member Fagerlie motioned to **Adopt Resolution No. 2025-037 approving the preliminary budget of Project No. 2510-A Iverson Park Lift Station in the amount of \$1,495,300**. Council Member Butterfield seconded the motion, which carried on a roll call

vote of Ayes 7, Noes 0.

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

Council Member Fagerlie made a motion to **Adopt Resolution No. 2025-038 for Intent to Reimburse project costs with bond proceeds.** Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

C. ~~Wastewater Treatment Facility Biosolids~~
Tanker

This line item was removed from the agenda.

D. Project No. 2505-B TH 40 Drain tile Repair Bid Award

City Engineer, Jared Voge, provided information regarding Project No. 2505-B TH 40 Drain tile Repair project. The lowest bid was from Duininck, Inc in the amount of \$492,249. A motion was made by Council Member Gardner to **Adopt Resolution No. 2025-039 awarding Project No. 2505-B to Duininck, Inc. in the amount of \$492,249.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Gilbertson moved to **Adopt Resolution No. 2025-040 Approving the as-bid budget for Project No. 2505-B in the amount of \$606,920.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

E. Project No. 2503-B West Street Improvements Bid Award

City Engineer, Jared Voge, provided information regarding Project No. 2503-B, West Street Improvement Project. Bids included a Base Bid and Alternate A and B. A motion was made by

Council Member Shuldes to **Approve Resolution No. 2025-041 awarding Project No. 2503-B Base Bid and Alternate B to Duininck, Inc. in the amount of \$2,072,903.60.**

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

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

Council Member Ask moved to **Adopt Resolution No. 2025-042 approving the as-bid budget for Project No. 2503-B in the amount of \$2,510,100.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

F. **Fischer First Addition Zoning Map Amendment Proposed Ordinance and Replat**

Planning and Development Director Christopher Corbett informed the council that 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 and requested that a public hearing be set for April 7, 2025. Council Member Ask moved to set a **public hearing for April 7, 2025 City Council Meeting for the Fischer First Addition Zoning Map Amendment proposed ordinance and replat.** Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Fagerlie moved to **Adjourn** at 8:19 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 Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Butterfield, Council Member Shuldes
Noes	None

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2025-033

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

Motion By: Ask Second By: Gardner

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

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2025-034

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

Motion By: Ask Second By: Gardner

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

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

Attest:

/S/Vernae Larsen
CITY CLERK

RESOLUTION NO. 2025-035

**A RESOLUTION APPROVING WILLMAR TOWNSHIP FIRE AGREEMENT
IN THE AMOUNT OF \$49,420.50**

Motion By: Ask Second By: Gardner

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.

/S/Douglas E. Reese
MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK

Resolution No. 2025-036

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

Motion By: Gardner Second By: Butterfield

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

/S/Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

RESOLUTION NO. 2025-037
PROJECT NO. 2510-A PRELIMINARY BUDGET
TOTAL COST \$1,495,300

*Budget Amounts are Essential

Motion By: Fagerlie

Second By: Butterfield

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

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

OTHER CHARGES

46* Prof. Serv.	\$257,075
49 Other Charges	\$51,725
TOTAL	\$308,800
GRAND TOTAL	\$1,495,300

RESOLUTION NO. 2025-038

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

Motion By: Fagerlie Second By: Gilbertson

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

/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: 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

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 Fagerlie moved the adoption of the Resolution, which motion was seconded by Council Member Gilbertson. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member 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 17th day of March, 2025.

Vernae Larsen
City Clerk
City of Willmar, Minnesota

Resolution No. 2025-039

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

Motion By: Gardner Second By: Butterfield

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

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2025-040
AS-BID 2025 STREET IMPROVEMENTS BUDGET
2505-B BNSF TH 40 DRAINTILE REPAIR
ESTIMATED TOTAL COST \$606,920
*Budget Amounts are Essential

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: March 17, 2025

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

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
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**

Resolution No. 2025-041

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

Motion By: Shuldes 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 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

/S/Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

RESOLUTION NO. 2025-042
AS-BID 2025 STREET IMPROVEMENTS BUDGET 2503-B
STREET IMPROVEMENT PROJECT WEST ESTIMATED
TOTAL COST \$2,510,100
***Budget Amounts are Essential**

Dated: March 17, 2025

Code

PERSONNEL SERVICES		RECEIVABLES	
10* Salaries Reg. Employees		Assessments Prop Owners	\$931,900
11* Overtime Reg. Employees		Community Investment /Levy	\$1,578,200
12* Salaries Temp. Employees		MSA	
13* Employer Pension Contr.		MUC	
14* Employer Ins. Contr.		WTP	
TOTAL	\$0.00	LOST	
		TOTAL	\$2,510,100
SUPPLIES		FINANCING	
20* Office Supplies		General	\$2,510,100
21* Small Tools		MSA	
22* Motor Fuels & Lubricants		MUC	
23* Postage		WTP	
24 Mtce. of Equipment		LOST	
25 Mtce. of Structures		TOTAL	\$2,510,100
26 Mtce. of Other Improvements		GRAND TOTAL	\$2,510,100
27 Subsistence of Persons			
28 Cleaning & Waste Removal			
29* General Supplies			
TOTAL	\$0.00		

OTHER SERVICES
30 Communications

/S/Douglas E. Reese
Mayor

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

Attest:

/S/Vernae Larsen
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



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.B.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Vernae Larsen, City Clerk
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Joint City Council and Planning Commission Work Session Minutes March 24, 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 03.24.25 Council-Joint Work Session
2. March 24.25 Joint Work Session_Comp Plan

WILLMAR CITY COUNCIL PROCEEDINGS
4 Season Shelter Robbins Island
Willmar, MN 56201

March 24, 2025
6:00 PM

The joint work session with the Willmar City Council and the Planning Commission was called to order by Mayor Douglas Reese. City Council Members present on roll call were Mayor Douglas Reese, Council Members Audrey Nelsen, Tom Gilbertson, Steve Gardner, Rick Fagerlie, Vicki Davis, and Carl Shuldes. Excused: Justin Ask and Tom Butterfield. Present 7, Absent 2. Planning Commission Members Present were Gary Newberg, Bob Poe, Christopher Buzzee and Stacy Holwerda. Excused: Steve Dresler and Yvon Fils-Aime. Present 4, Absent 2.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, City Planner Chris Frank, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, Director of Community Growth Pablo Obregon and Administrative Assistant Robin Raasch.

There were no additions or deletions to the agenda.

A. "WITH WILLMAR" Comprehensive Plan

Planning and Development Director Christopher Corbett provided an overview of the With Willmar Comprehensive Plan.

City Planner Chris Frank provided a brief overview of Willmar's demographics and population over the city's history.

Aaron Bartling and Mike Larson with Bolton and Menk, provided an overview of the SSFA and Safety Action Plan and how it integrates with the Comprehensive Plan.

Mayor Reese called for a 5 Minute Break 7:32 PM. The meeting resumed at 7:40 PM.

Kathryn Gould with Bolton and Menk provided an overview of the Bike and Trail plan that will be incorporated into the Comprehensive Plan.

With nothing further to discuss, Council Member Nelsen moved to adjourn the meeting. Council Member Davis seconded the motion. The motion passed unanimously, and the meeting adjourned at 7:57 PM.

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

MAYOR

Attest:

CITY CLERK

WITH
WILLMAR
COMPREHENSIVE PLAN

JOINT WORK SESSION

*Presented to: City Councilmembers + Planning Commission
Wednesday, March 24, 2025
6:30 PM*

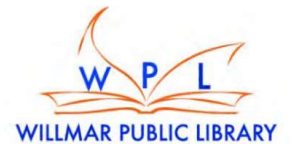
MAYOR + CITY COUNCILMEMBERS

PLANNING COMMISSIONERS

FOCUS GROUP MEMBERS

CITY OF WILLMAR STAFF MEMBERS

Special Thanks to: Residents, Visitors, Business Owners, and Organizations!



COMPREHENSIVE PLANS

- A Comprehensive Plan is the guiding document for a community's growth for the next twenty years.
- The Plan explores existing needs to establish long-range goals that will inform decision-making for years to come.
- The planning process utilizes public input and analysis of existing conditions to understand the current opportunities for the city.
- At its core, the Comprehensive Plan shall address policies and recommendations on land use within the community

STATE STATUTE §462.351

- Comprehensive Plans are required by Minnesota State Law (Minnesota Statute §462.351), for any community wishing to adopt and implement official controls (e.g., zoning regulations, land-use, planning processes).
- According to State Statutes, the plan should include a combination of policy statements, goals, standards, and maps for guiding the physical, social and economic development of the community.



WITH WILLMAR

COMPREHENSIVE PLAN

- This plan is organized by plan elements, focusing on the current conditions and future strategies for each topical section.
- The individual chapters also review planning needs for each element and their alignment with the community's identified goals.

CHAPTER	WHAT IS INCLUDED?
 Chapter 1: Willmar Today	Analysis of the City of Willmar, including the history, demographics, data trends, and future projections of our community.
 Chapter 2: Vision + Goals	Established by public input, the vision statement, key goals, and guiding principles will inform decision-making.
 Chapter 3: Land Use + Development	Outlines a vision, policies, and regulations for how land within the city will be used and developed to promote sustainable growth.
 Chapter 4: Arts + Culture	Highlights strategies and initiatives to support and enhance the arts, and cultural activities, throughout the city.
 Chapter 5: Mobility	An analysis of the ability to move and access transportation throughout the City of Willmar.



WITH
WILLMAR
 COMPREHENSIVE PLAN

CHAPTER	WHAT IS INCLUDED?
 Chapter 6: Housing	Exploration of the availability, quality, and affordability of housing options for all residents, addressing current needs and planning for future growth.
 Chapter 7: Economic Opportunities	Assessment of policies and programs for economic growth in order to attract businesses, create jobs, and boost the overall economy of Willmar.
 Chapter 8: Natural Resources + Resiliency	Overview of existing natural resources and strategies to conserve and protect them into the future.
 Chapter 9: Parks + Open Space	Summary of current parks and recreational facilities and opportunities to support future investments.
 Chapter 10: Public Facilities	An analysis of Willmar's public facilities, identifying existing conditions and planning needs. This chapter will be added during the Public Comment period.
 Chapter 11: Implementation	A plan for action and implementation of the strategies identified throughout the plan.



WITH
WILLMAR
 COMPREHENSIVE PLAN

Who?		Example of Interest Area
	Residents	What is the planned use for the vacant lot next to my new home?
	Business Owners	What economic development tools and resources are available to expand my business?
	Government Partners	What is the city's approach to managing natural resources?
	City Staff	What are the actions we need to take to achieve the community's goals and what are the priorities?
	City Council	What is the long-term policy guidance and how does it inform my decision making?





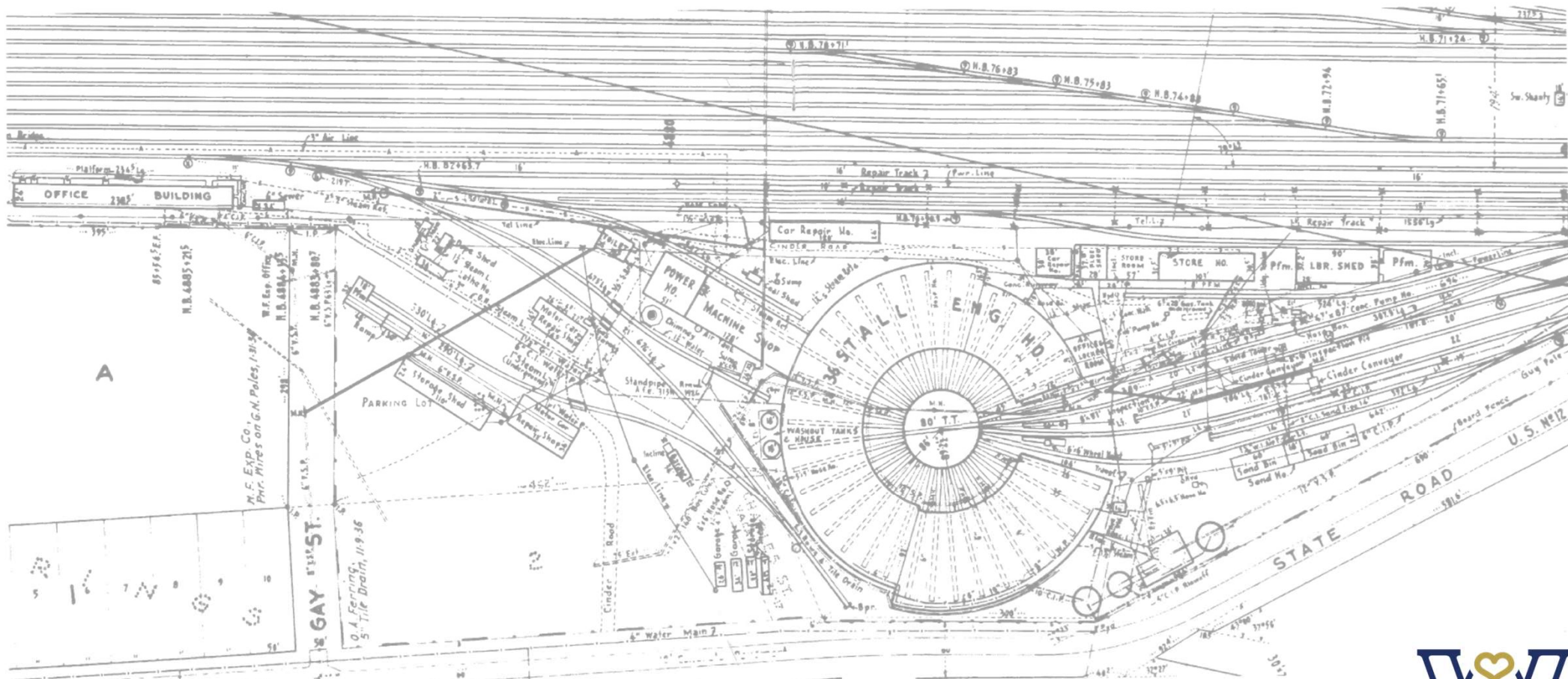
TODAY

- Today's discussion will center around an in-depth exploration of the identified needs and the proposed solutions, with active engagement from presenters.
- The draft document, released on March 18, 2025, is available for review, and the Public Comment period remains open until April 11, 2025
- Public comment can be sent directly to Planning staff via email planning@willmarmn.gov
 - Mailed to City Hall 333 6th Street Southwest Willmar MN, 56201

PUBLIC PROCESS

<u>DATE</u>	<u>EVENT</u>
3/18	Draft Document Released; Public Comment Period Opened
3/24	Joint Work Session
4/11	Public Comment Period Closes
4/22	Proposed Joint Work Session starting at 5 PM
5/7	Planning Commission (<i>Recommendation to Adopt</i>)
5/19	Briefing and Call for Public Hearing at City Council
6/16	Consideration to Adopt by City Council

WILLMAR YESTERDAY



WILLMAR YESTERDAY

Willmar has a rich history of immigration beginning with the original European settlers and continuing today with Latin Americans, East Africans, and others.

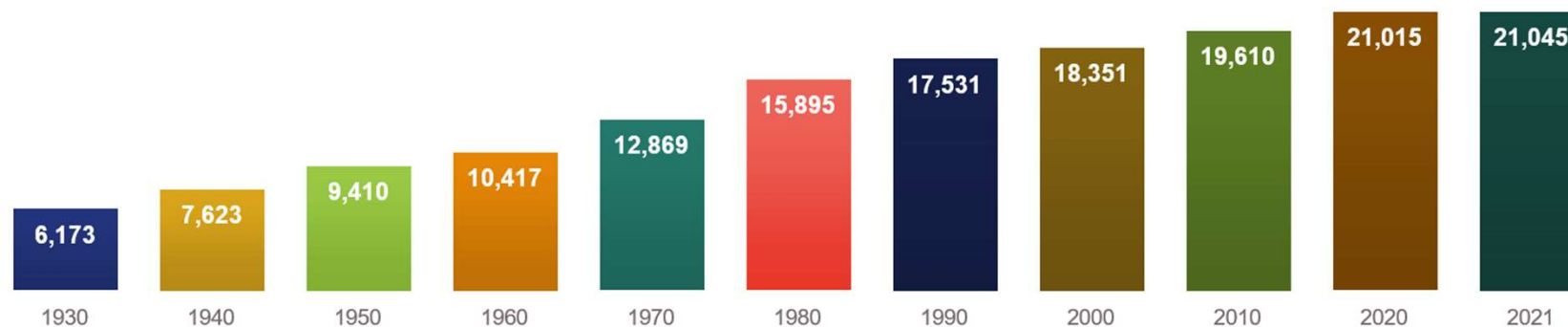
- 1868: St. Paul & Pacific Railroad surveys route just South of Foot Lake.
- 1880: Willmar was filled with residents speaking several different European languages.
- 1980+: Willmar Jennie-O Turkey Store was a major attraction for immigrant workers – Latin America, Somalia, Ethiopia, Sudan



WILLMAR YESTERDAY

Willmar's population has grown every decade since 1930, with the highest growth between the 1930-80's, averaging 23.5% growth, slowing in the 2000's, but rebounding to 7.2% from 2010-20.

Figure 1-1. Willmar Population by Decade



Source: US Census, 1930-2020; American Community Survey Estimate, 2021



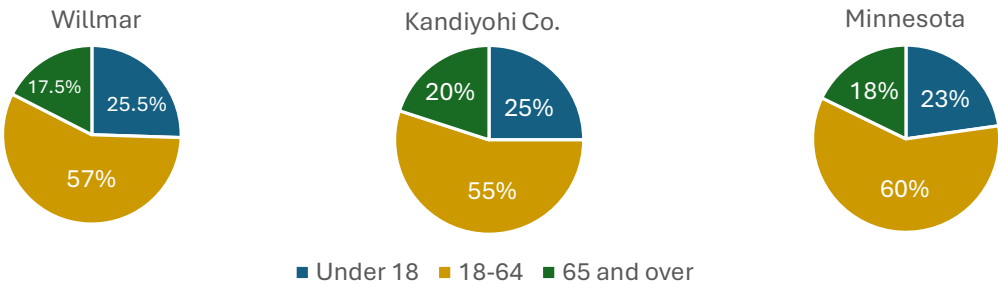
WILLMAR TODAY

Figure 1-2. Willmar Population by Ethnicity



Source: US Census, American Community Survey

Figure 1-3. Population Age Distribution



Source: US Census, American Community Survey, 2023



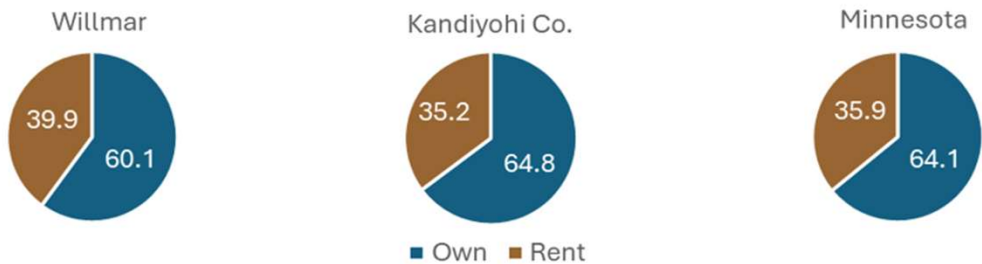
WILLMAR TODAY

Table 1-1. Population and Households

Year	1970	1980	1990	2000	2010	2020	2023
Population	12,869	15,895	17,531	18,351	19,610	20,993	21,335
Households	4,103	5,775	6,717	7,302	7,536	7,957	8,271
Household Size	3.1	2.75	2.6	2.5	2.3	2.5	2.4

Source: US Census, American Community Survey

Figure 1-4. Home Ownership vs. Rent



Source: US Census, American Community Survey



WITH Willmar

VISION STATEMENT

Willmar is a city of possibility and opportunity — diverse, thriving, and resilient — a desired place to *Work, Innovate, Thrive*, and call *Home*.

WORK WITH WILLMAR

Willmar is a strong, ever-evolving regional hub for Southwest Minnesota. The city provides resources to supply a diverse workforce with new opportunities.

INNOVATE WITH WILLMAR

Our success builds on local and regional collaborations. Strong relationships with stakeholders elevate the culture of opportunity.

THRIVE WITH WILLMAR

Residents and visitors benefit from a clean, healthy, and energy-efficient Willmar. Collaborations improve air quality, preserve lands, and protect natural resources. Our parks and greenways provide safe environments for residents to enjoy.

HOME WITH WILLMAR

Willmar is home. Our neighborhoods are diverse, accessible, and safe with housing and service offerings for individuals and families. A network of sidewalks, trails, and transit enhances mobility among the city's vibrant neighborhoods and businesses.



KEY GOALS

The key goals of the plan reflect more detailed themes that the comprehensive plan seeks to address throughout the chapters of the plan. Implementing the key goals will assist Willmar to thrive for future generations.

KEY GOALS	Safety:	Prioritize community safety, ensuring a secure environment for residents, businesses, and visitors.
	Economy:	Foster a diverse and resilient economy, providing quality jobs, supporting local businesses, and encouraging innovation.
	Infrastructure:	Invest in modern and sustainable infrastructure, including roads, transportation, and public spaces, to enhance accessibility and livability.
	Community:	Preserve Willmar's unique identity while embracing opportunities for growth and development, creating a vibrant and welcoming atmosphere.
	Housing:	Provide a variety of housing options to meet the needs of all residents, pursuing affordability, accessibility, ownership, and quality living spaces.
	Recreation:	Offer diverse recreational opportunities, including parks, trails, and cultural activities, promoting health, well-being, and community engagement.
	Engagement:	Foster a collaborative and transparent environment, encouraging active participation from residents, businesses, and community partners in shaping Willmar's future.



PRINCIPLES

Sustainability:

Embrace sustainable practices to protect our natural resources and ensure a healthy environment for future generations.

Inclusivity:

Value diversity and promote inclusivity, ensuring all residents feel welcome, respected, and can thrive.

Innovation:

Encourage innovation and creativity to drive progress and adapt to the changing needs of our community.

Resilience:

Build a resilient community, prepare to face challenges and embrace opportunities for growth and improvement.





MOBILITY

Outlines goals and strategies to guide decision-making in all modes of transportation, including walking, biking, public transit, and automobiles.

- ROADWAYS
- BICYCLE TRANSPORT AND RECREATION
- TRAILS
- FREIGHT SYSTEM
- PUBLIC TRANSIT



GUIDING PRINCIPLE

HOW MOBILITY CAN SUPPORT

Sustainability

Willmar should: (1) Promote active transportation by investing in pedestrian and cycling infrastructure to create complete streets and trails to navigate the city as a whole; (2) Enhance public transit by expanding and improving networks; and (3) Reduce emissions by implementing traffic calming measures and promoting a walkable environment.

Inclusivity

Willmar should: (1) Promote accessible transportation services and infrastructure to ensure accessibility to people with disabilities, older adults, and other vulnerable populations; (2) Provide equitable access to transportation by addressing disparities in underserved communities; and (3) engage with the entire community to ensure feedback is gathered from all segments of the population and diverse community members are included in the planning and decision-making process.

Innovation

Willmar should: (1) Utilize data analytics and new technologies to improve transportation planning and decision-making; and (2) Test new mobility solutions through pilot programs to evaluate effectiveness.

Resilience:

Willmar should: (1) Diversify our transportation options to promote systems that are less reliant on personal vehicle travel; and (2) develop transportation plans for emergency and disaster response.





Willmar SS4A Safety Action Plan

City Council Work Session

March 24, 2025

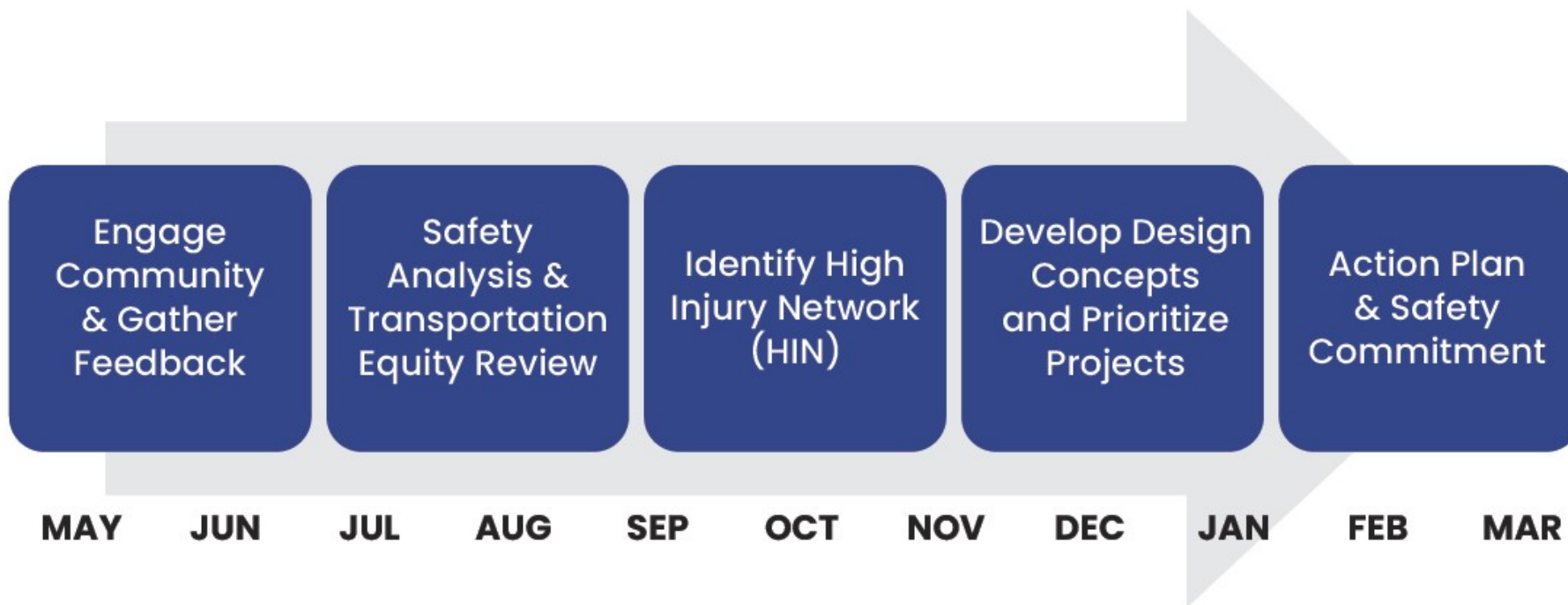


Safety Action Plan Overview

Overarching goal: Create safer streets for all road users and minimize the risk of life-altering crashes

- City received grant from Federal Highway Administration (FHWA) in February 2023
- Released RFP in January 2024
- Bolton & Menk began work in May 2024
- Safety Action Plan: Anticipated adoption in December 2024

Project Scope & Process



SAFETY ANALYSIS

What did we
find?

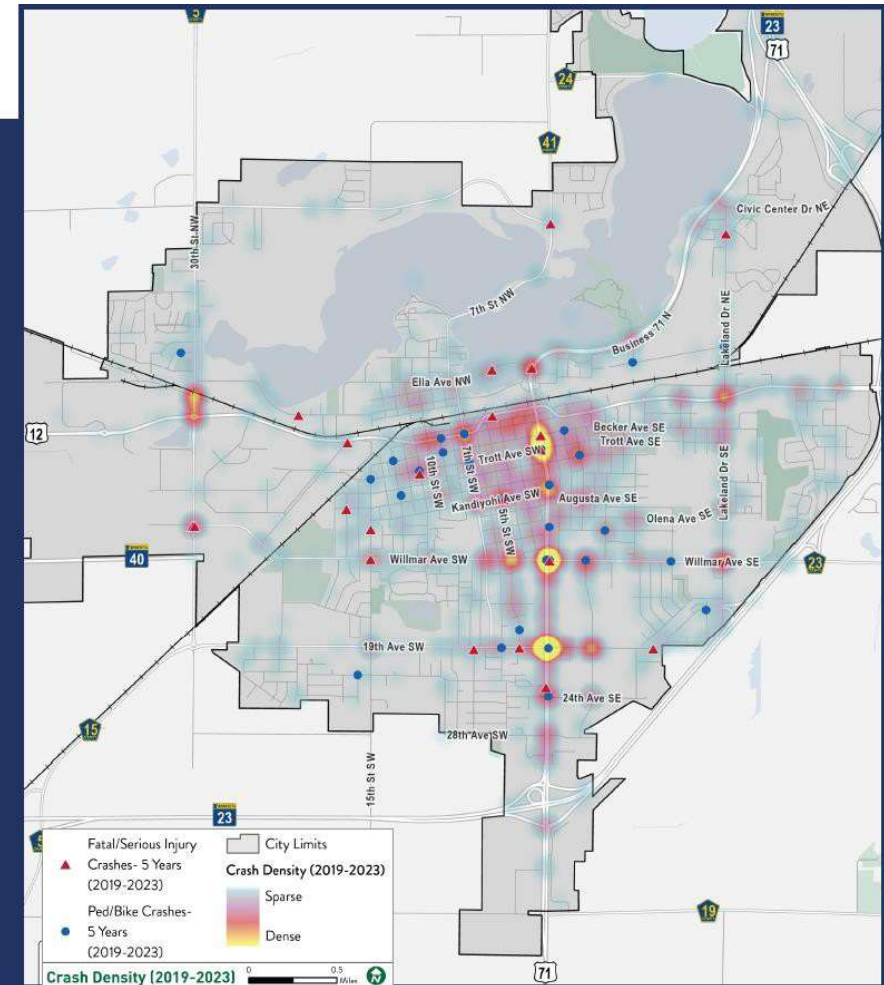
Citywide Crashes

5 Year Crashes (2019-2023)

Number of fatalities resulting from crashes	2
Number of serious injuries resulting from crashes	20
Number of crashes involving a pedestrian or bicyclist	31
% of all crashes at (or within 150' of) an intersection	58%
% of citywide crashes that occurred along 1st Street	19%

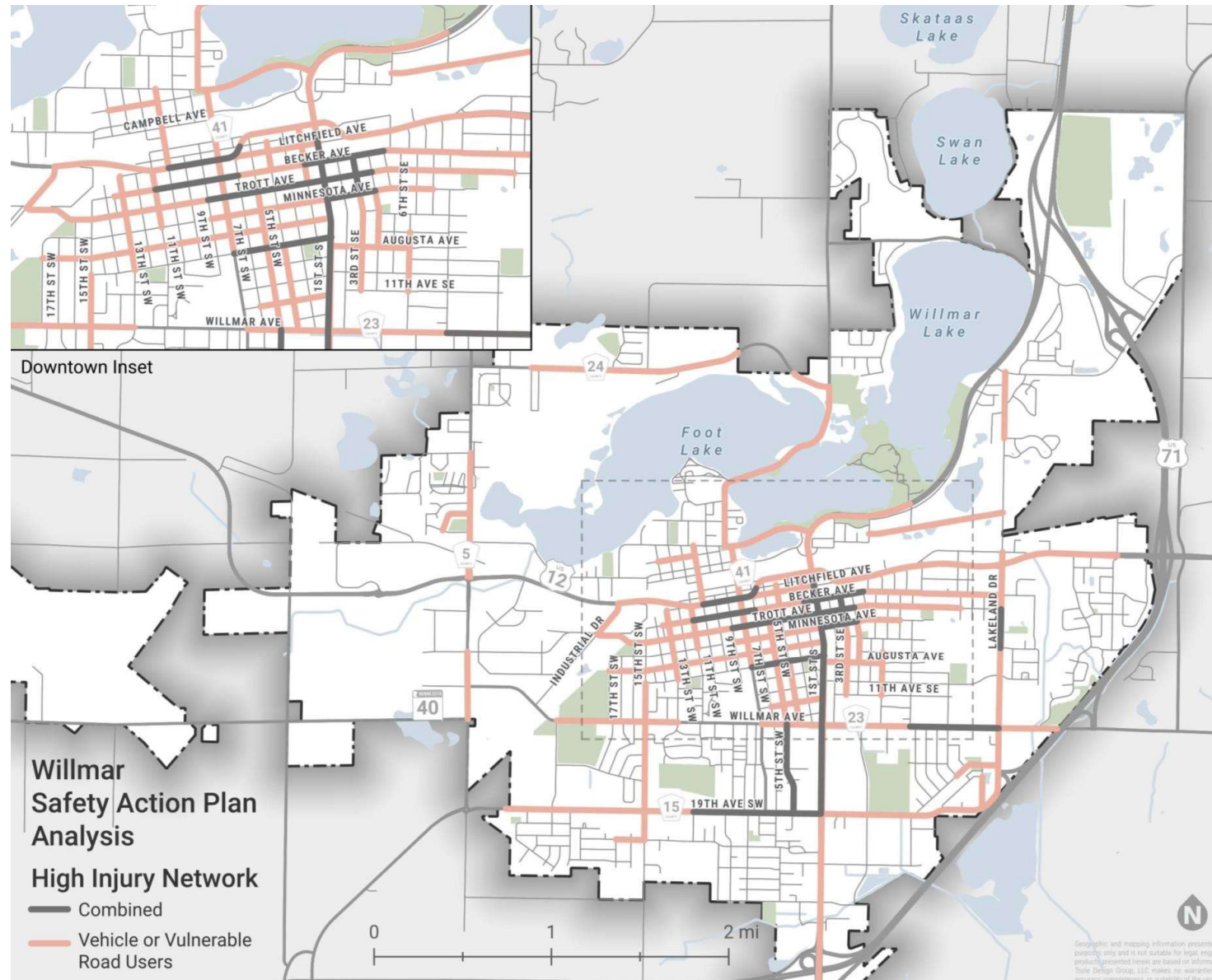
Crashes by Road Jurisdiction

State/MnDOT Roads	9%
County Roads	18%
Local Roads	70%
Other	3%



HIGH INJURY NETWORK (HIN)

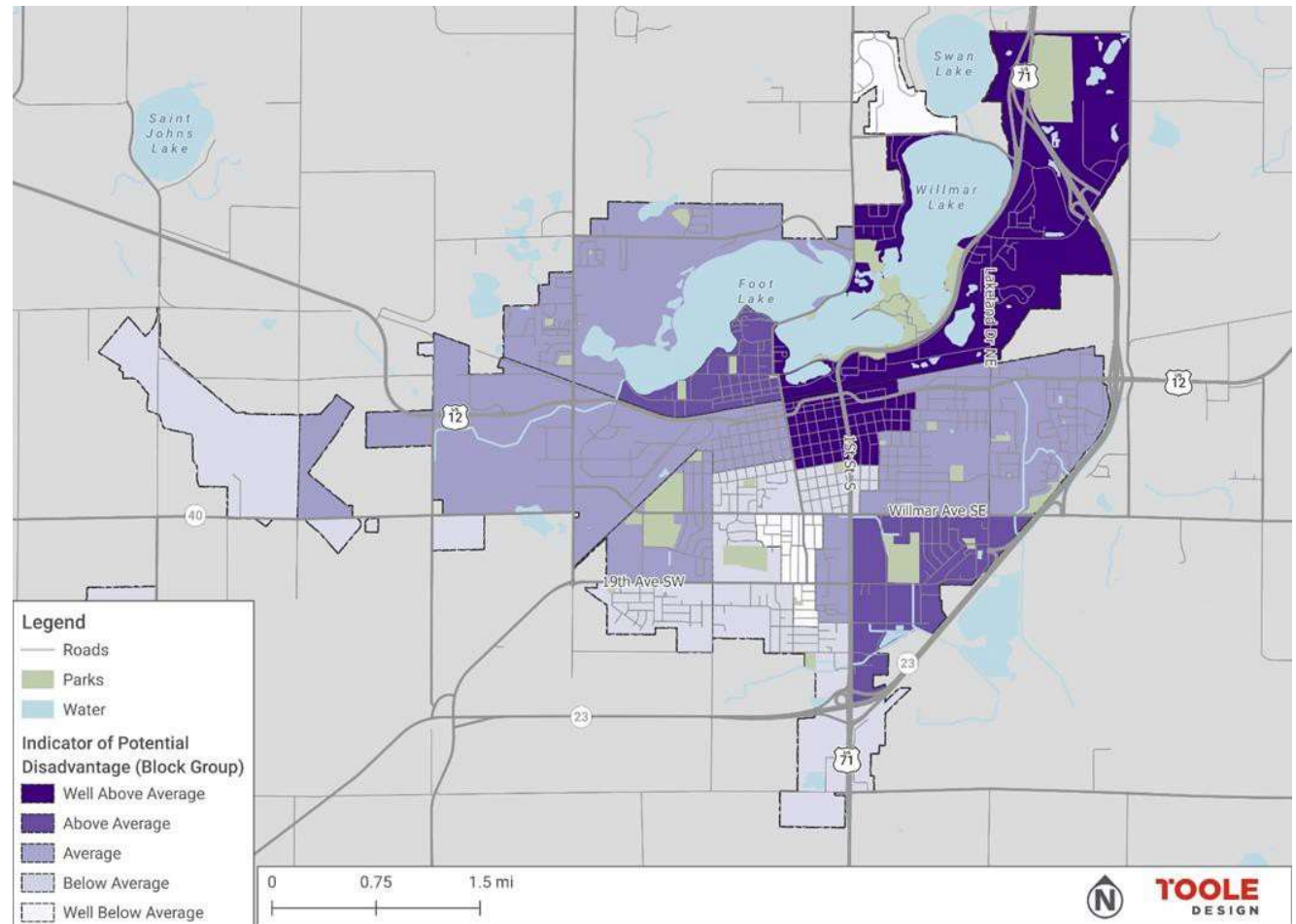
What did we find?



TRANSPORTATION EQUITY REVIEW

People of color, including Hispanic/Latino
Households in poverty
Cost-burdened households
Unemployed population
Limited English Proficiency (LEP)
Older adults 65+ years of age
Youth under 18 years of age
Carless households
Households with disabilities
People without a high school diploma

What did we find?



COMMUNITY FEEDBACK

ENGAGEMENT OVERVIEW: 682 *Estimated Interactions*



261

Survey Responses



190

Pop Up Interactions



35

INPUTiD Comments



70

Focus Group Attendees



129

Social Media Comments

PUBLIC SURVEY RESULTS



78%

Live in Willmar



9%

Own a business
in Willmar



45%

Work in Willmar



12%

Visit Willmar

MOST COMMON FORMS OF TRANSPORTATION:



1st

Drive a vehicle



2nd

Walk



3rd

Bike



4th

Transit



61%

Don't feel safe
driving within
the city



54%

Don't feel safe
walking within
the city



35%

Don't feel safe
biking within
the city



14%

Don't feel safe
taking transit within
the city

Who did we
hear from?

COMMUNITY FEEDBACK

What did we hear?

THEMES FROM COMMENTS ABOUT TRANSPORTATION SAFETY IN WILLMAR:



Road & Intersection
Safety Concerns



Road Conditions
& Maintenance



Speeding &
Reckless Driving



Public & Alternative
Transportation Options



Downtown Area
Congestion



Community Safety
& Law Enforcement



61%
Don't feel safe
driving within
the city



54%
Don't feel safe
walking within
the city



35%
Don't feel safe
biking within
the city



14%
Don't feel safe
taking transit within
the city

KEY AREAS FOR IMPROVEMENT:



Uptown Mall



Pedestrian Bridge



County Road 5



First Street



19th Avenue



Robbins Island



Highway 12



Kennedy Elementary



Willmar Avenue



Lakeland Elementary

TOP LOCATIONS PEOPLE WISH TO TRAVEL WITHOUT A CAR:

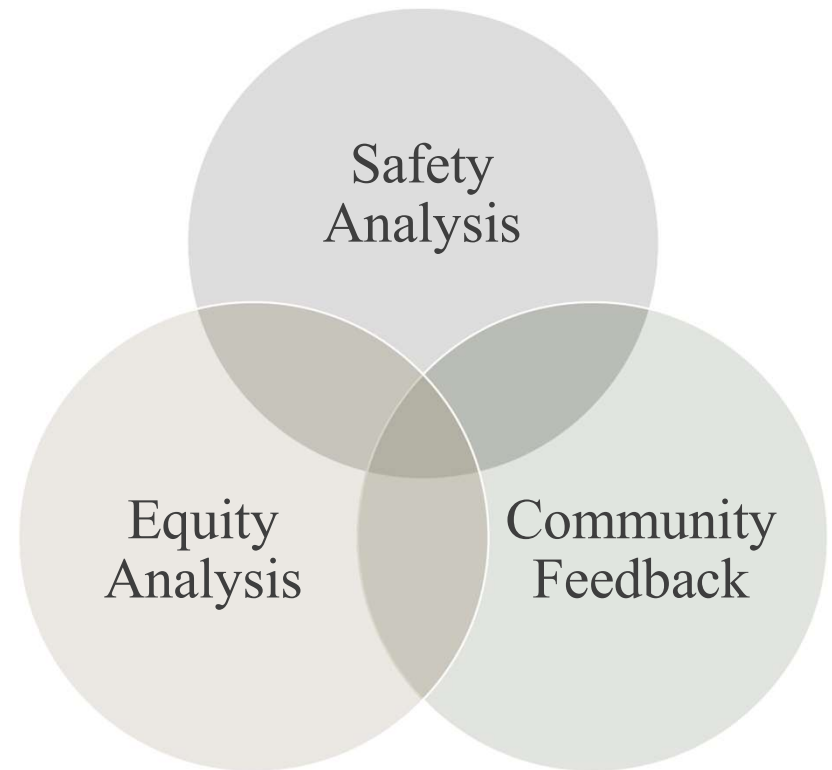
- Robbins Island
- Retail & Restaurant Areas
- Downtown Willmar
- Community Center
- Kandi Mall & Nearby Stores

- Ridgewater College & Nearby Trails
- Schools (Especially High Schools)
- Parks & Outdoor Spaces
- Health & Human Services Buildings

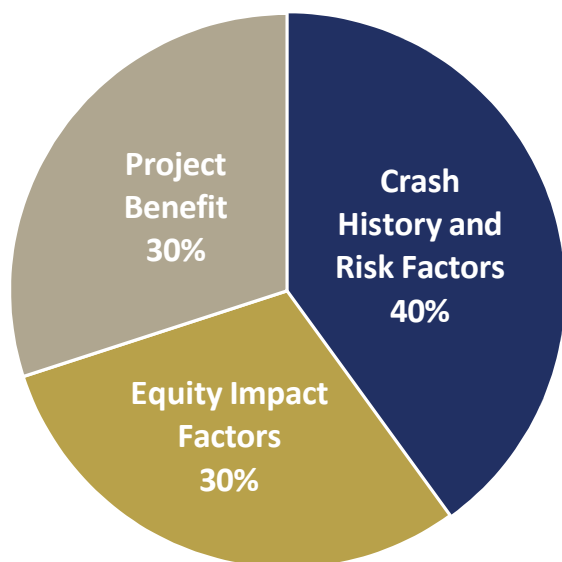
Safety Action Plan

Implementation Matrix

- Establish core goal areas and strategies
- Develop data-driven hierarchy of project prioritization
- Identify applicable safety strategies for priority issues
- Outline a feasible and fundable plan for implementation



Scoring Criteria

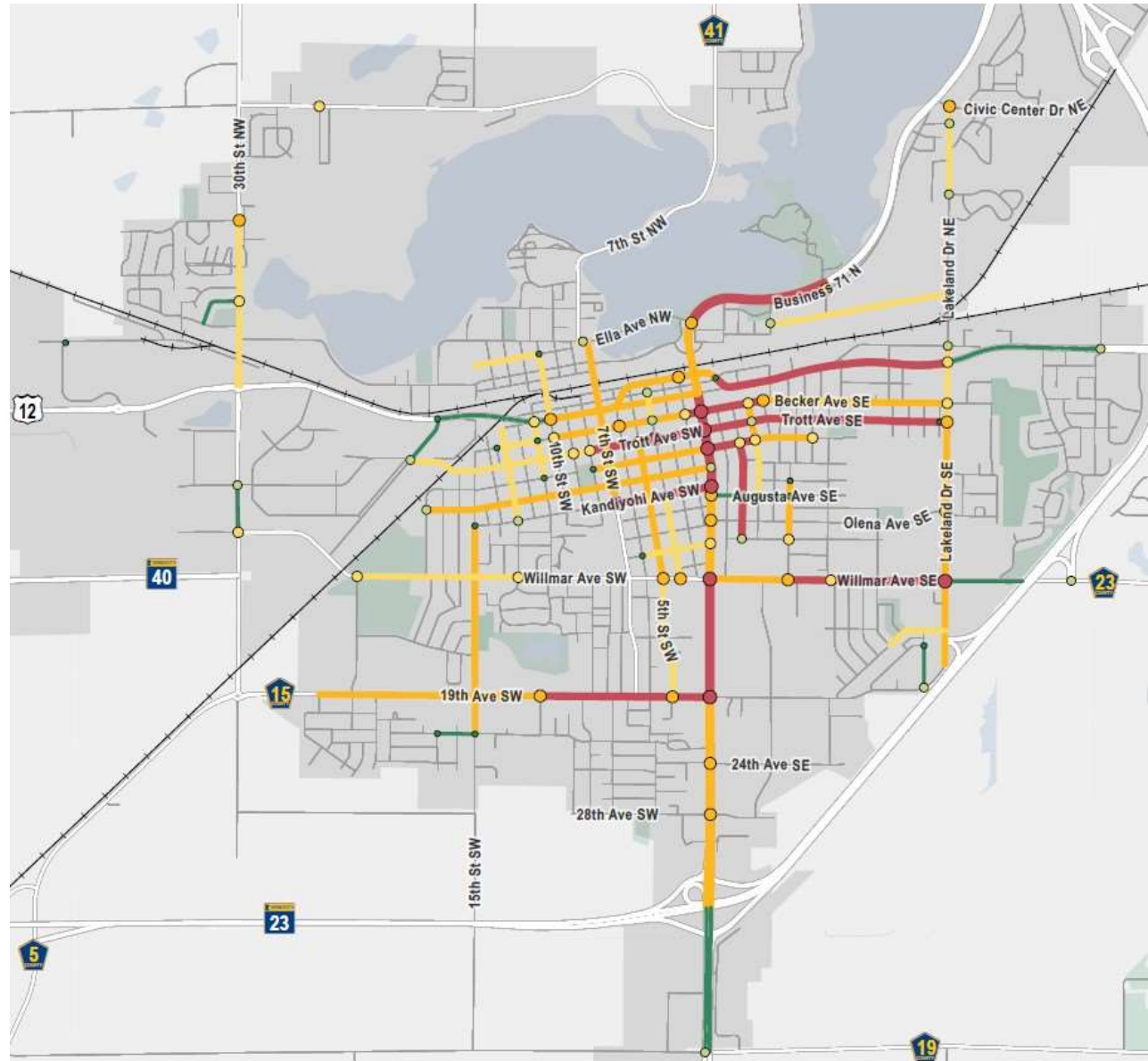
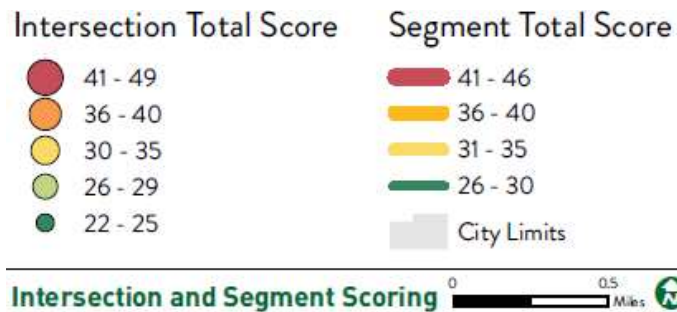


Criteria	Scoring Details	Max Points
Crash History and Risk		20
High Injury Network (HIN) + Vulnerable Road User HIN	8 points: Project on HIN for Vehicles and VRU's or at least one leg is HIN for Vehicles and VRU's 4 points: Project on HIN for Vehicles or VRU's or at least one leg is HIN for Vehicles or VRU's 0 Points: Project not on HIN for Vehicles or VRU's	8
Dangerous Driving Behaviors¹	3 points: 3 Dangerous Driving Behavior Rates above citywide average 2 points: 2 Dangerous Driving Behavior Rates above citywide average 1 point: 1 Dangerous Driving Behavior Rate above citywide average 0 points: Dangerous Driving Behavior Rates below citywide average	3
Excessive Speeds²	3 Points: 85th percentile speed > 5 mph above posted speed limit 1 Point: 85th percentile speed > 3 mph above posted speed limit 0 Points: 85th percentile speed < 3 mph above posted speed limit	3
Traffic Volumes	Roadway Segment Projects 5 points: > 12,000 vehicles per day 4 points: 10,000-12,000 vehicles per day 3 points: 7,500-10,000 vehicles per day 2 points: 5,000-7,500 vehicles per day 1 points: 2,500-5,000 vehicles per day 0 points: < 2,500 vehicles per day Intersection Projects 5 points: > 18,000 vehicles per day 4 points: 15,000-18,000 vehicles per day 3 points: 12,000-15,000 vehicles per day 2 points: 8,000-12,000 vehicles per day 1 points: 4,000-8,000 vehicles per day 0 points: < 4,000 vehicles per day	5
Rail Crossings	1 point: Project improves safety at an at-grade rail crossing 0 Points: Project does not improve a rail crossing	1
Access to Opportunity		15
Proximity to Activity Generators	5 Points: Within 500 ft of a school, park, library, community center, or grocery store 0 Points: Not within 500 ft of a school, park, library, community center, or grocery store	5
Equity Priority Area	5 Points: Project within or bordering an identified area with high potential for disadvantage 0 Points: Project not within or bordering an identified area with average or low potential for disadvantage	5
Pedestrian Activity³	3 Points: Above Average Pedestrian Activity within project area 0 Points: Below Average Pedestrian Activity within project area	3
Proximity to Residential Areas	2 Points: Within 500 ft of residential land uses 0 Points: Not within 500 ft of residential land uses	2
Project Benefit		15
Crash Reduction Potential⁴	10 Points: High potential crash reduction (>50% reduction) 5 Points: Medium potential crash reduction (10-50% reduction) 0 Points: Low potential crash reduction (<10% reduction)	10
Area Impacts	5 Points: Safety treatment has a large influence area of benefit, or is able to be widely implemented 0 Points: Safety treatment has limited area of influence	5
Potential Maximum Score		50

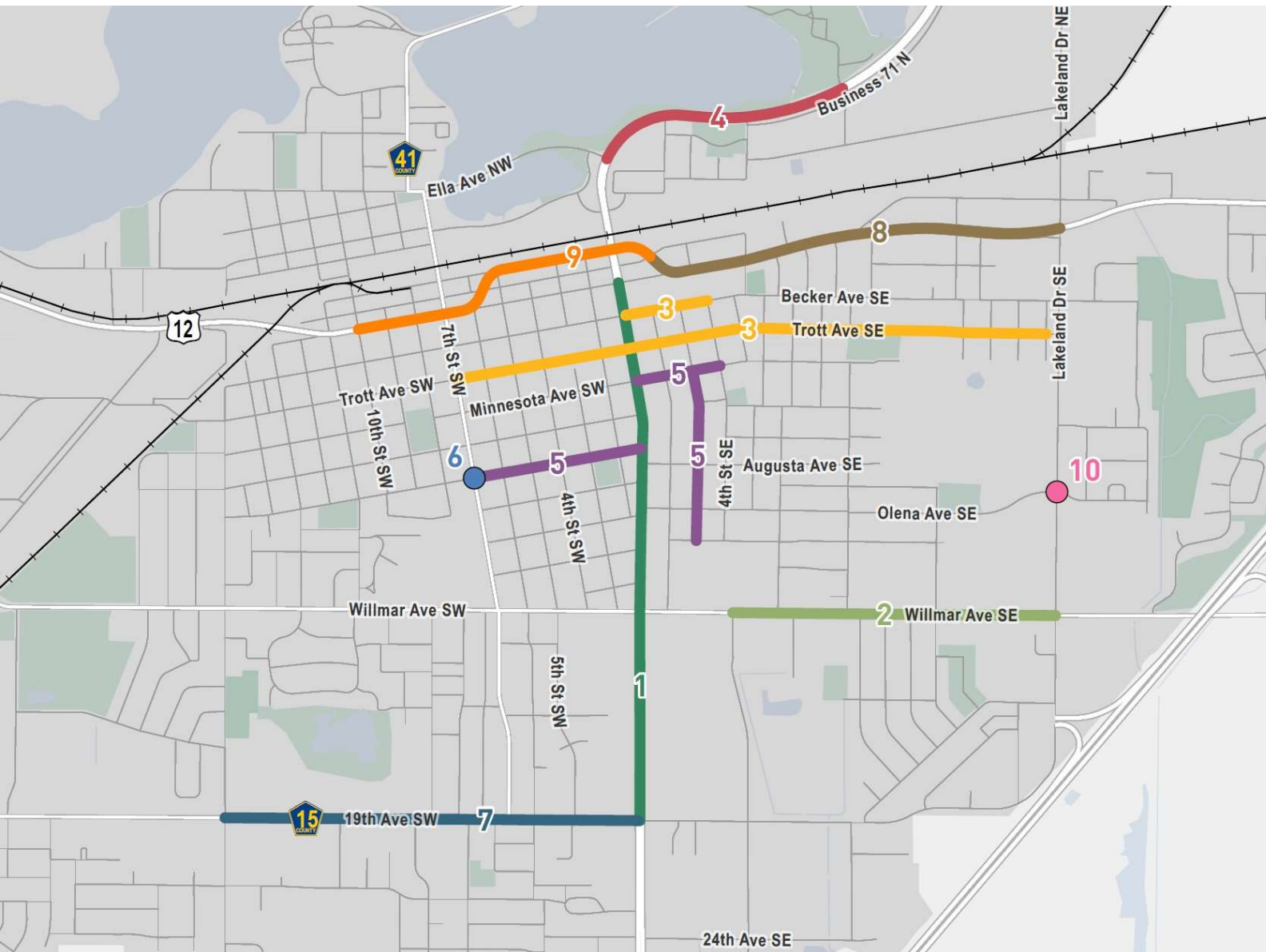
Notes

1. Dangerous Driving Behavior metrics from FlowLabs data. Includes Hard Braking, Aggressive Acceleration, and Distracted Driving Events.
2. 85th percentile speed data obtained from FlowLabs.
3. Daily Pedestrian Activity data obtained from FlowLabs.
4. Potential crash reduction estimated using Crash Modification Factors or FHWA and MnDOT safety data.

Scoring Results



Priority Project Areas (10)

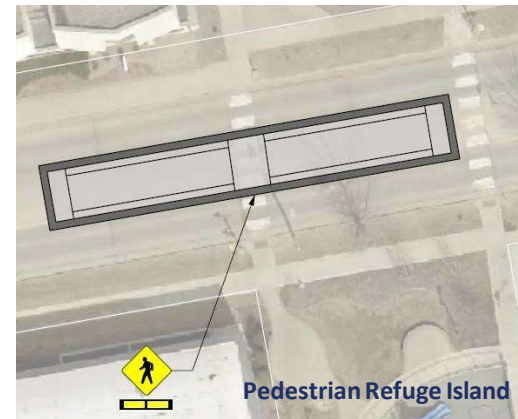


Priority Project Areas

Rank	Project	INTERSECTION					CORRIDOR			BICYCLE/PEDESTRIAN					Cost
		Signal Safety Package	Curb Extensions	Roundabouts	Intersection Daylighting	Turn Lanes	Access Management	Road Diet	Lighting	High Visibility Crosswalks	Median Refuge Islands	RRFBs	Shared Use Path	Bike Lanes	
1A	1st Street Litchfield to Rice Avenue	X					X	X		X	X	X	X		\$\$
1B	1st Street Rice Avenue to 19th Avenue	X					X	X		X	X	X	X		\$\$\$
2	Willmar Avenue SE Lakeland Drive to 5th Street SE		X	X			X	X		X	X	X	X	X	\$ - \$\$\$
3	Trott Ave: Lakeland Dr to 7th St SW Becker Ave: 1st St S to 5th St SE		X		X				X	X	X				\$
4	Business 71 Ella Avenue to 10th Street NE			X			X	X		X	X	X	X		\$\$
5	Minnesota Ave: 1st St S to 4th St SE Kandiyohi Ave SW: 7th St SW to 1st St S 3rd St SE: Minnesota Ave SE to 11th Ave SE		X		X				X	X	X				\$
6	Kandiyohi Ave SW at 7th Street SW			X					X	X	X	X			\$
7	19th Avenue SW 1st Street S to 15th Street SW		X			X		X	X	X	X	X	X	X	\$ - \$\$
8	US 12 Lakeland Drive to Benson Ave SW	X		X		X	X	X	X	X	X		X	X	\$ - \$\$\$
9	US 12 Benson Ave SW to 10th Street NW	X		X		X	X	X	X	X	X		X	X	\$ - \$\$\$
10	Lakeland Drive at Lakeland Elementary/ YMCA			X			X		X	X	X	X			\$

\$ \$0-2 million \$\$ \$5-10 million \$\$\$ \$10+ million

Countermeasures Toolbox



4-TO-3 LANE CONVERSIONS



Purpose:

Reduce the speed of traffic, reduce crossing distances and optimizes available roadway space to improve levels of safety and comfort for pedestrians and bicyclists.

Description:

Reduce the number of lanes (road diets), the width of lanes (lane width reductions), or both. The additional space created is typically combined with other elements such as bike lanes, transit lanes, widened sidewalks, pedestrian refuge islands, and/or curb extensions. Typically, road diets are utilized on undivided, four-lane roadways, which in turn are converted into two through lanes and a center turn lane or painted median.

Estimated Cost:

\$\$\$ per mile (no additional cost with paving work)

Applicable Locations

- Multi-lane roads are eligible for lane reconfiguration.

- Emphasis should be placed on roads with priority pedestrian and bicyclist routes.
- Lane reconfiguration can be done in urban, suburban, and rural areas.

Applicable Street Types

- Collector Street
- Minor Arterial Street

Safety Benefits

- Increase available space for additional safety infrastructure for pedestrians or bicyclists
- May reduce the number of potential conflict points.
- May slow motor vehicle operating speeds on average, but will reduce "high-end" speeders (10 mph +) up to 90% per Seattle DOT.
- May reduce crossing distances by eliminating a lane or through provision of a pedestrian median island.
- Removed possibility of "double-threat" crashes from vehicles passing stopped vehicles.

- Improves sight distance for turning vehicles.
- Reduce emergency vehicle response times per FHWA. (https://safety.fhwa.dot.gov/road_diets/resources/pdf/fhwasa17020.pdf)

Expected Crash Reduction

- 47% reduction in total crashes in suburban areas (Pawlovich, et al., 2006)
- 19% in urban areas (FHWA, 2008)

Design Guidance

- Eliminating a travel through lane can make room for a bicycle lane, turn lanes, wider sidewalks, median island, curb extensions, on-street parking, transit lane, landscaping, or other uses.
- Road diets are most successful on roadways with daily volumes of 8,000 to 20,000 motor vehicles.
- Road diets can be supplemented with painted textured, or raised center islands or green infrastructure to reduce storm runoff.
- A conversion to a three-lane road can be compatible with a single-lane roundabout.

Considerations

- Eliminating a travel through lane may increase congestion and vehicle queuing and blocking during peak travel hours.
- Evaluate impact of a road diet on all road users,

not just vehicles. Consideration should be given to Level of Traffic Stress.

- Consider implementing a road diet in conjunction with pavement overlay.
- Outreach should be conducted to determine if a candidate street is meeting the needs of the community.
- A traffic study may be necessary to determine if high-traffic streets are candidates for removing one or more parking or travel lanes.
- The FHWA recommends considering factors including:
 - Volume thresholds, such as average daily traffic
 - Vehicle speed
 - Trip generation estimates
 - Level of Service
 - Quality of Service
 - Pedestrian and bicyclist volumes
 - Transit and freight operations
 - Peak hour and peak direction traffic flow

Systemic Safety Potential

This is a systemic corridor recommendation that improves road conditions for all roadway users.

Before four to three lane conversion



After four to three lane conversion



Additional Information

- Evaluation of Lane Reduction "Road Diet" Measures on Crashes
- PEDSAFE: Pedestrian Safety Guide and Countermeasure Selection System
- Road Diet Informational Guide

ROUNDAABOUT



Purpose:

All approaches must yield to traffic already within the roundabout. After yielding, drivers are able to circulate the center island before exiting to turn or continue straight. Eliminates left turning movements and intersection collisions by requiring all traffic to exit to the right of the circle.

Description:

Signs Built with a raised circular island, roundabouts take the place of a traditional intersection. Roundabouts allow for traffic to flow and merge through the roundabout without stopping, reducing conflicts and facilitating increased motor vehicle yielding to pedestrian and bicyclists.

Estimated Cost:

\$\$\$ to \$\$\$\$ (depending on design)

Applicable Locations

- Signalized intersections
- Unsignalized intersections

- Intersections with protected bicycle lanes

Applicable Street Types

- Local Street
- Collector Street
- Minor Arterial Street

Safety Benefits

- Reduces vehicular speeds.
- Facilitates motor vehicle yielding to pedestrians and bicyclists.
- Eliminates angle collisions.

Expected Crash Reduction

- 78-82% reduction in fatal and injury crashes (AASHTO HSM, 2010)

Design Guidance

- Roundabouts should be designed for an entry speed of 15-18 mph on each leg.
- On a low speed and volume street, such as a local neighborhood street, consider installing mini-roundabouts, or neighborhood traffic circles.
- Accessible pedestrian signals are required in accordance with the Public Right-of-Way Accessibility Guidelines (PROWAG), particularly at roundabouts with more than one lane.
- Use yield rather than stop controls.
- Install signs to instruct vehicles to proceed to the right of the central shield per MUTCD Figures 2B-21 through 2B-24.
- May be used with shared lane markings, (sharrows) to indicate bicyclist usage.
- May be landscaped with low shrubs or vegetation that does not impede visibility.
- Increasing turn radii or adding high speed slip lanes for motor vehicles can compromise pedestrian and bicyclist safety.
- Chicanes or other traffic-calming treatments can be installed on adjacent roadways.
- Consider restricting large vehicles from mini-roundabouts.
- Large vehicles, such as emergency response vehicles or school buses, may need to make left turns at intersections preceding the mini-roundabout.
- Implement parking restrictions on the approach to the traffic circle or create mountable curbs on the outside of the mini-roundabout to allow for emergency-response vehicle access.
- Modern roundabouts need to consider the needs of oversize and overweight (OSOW) vehicles. Consult the statewide OSOW routing as well as local businesses to determine appropriateness of installation.

Considerations

- General considerations include pedestrian and bicycle volumes, number of travel lanes, impacts on pedestrian routes, and available right-of-way.
- Where there are higher pedestrian volumes, it may be beneficial to install signal controls and wider crosswalks.

Systemic Safety Potential

This is a systemic corridor recommendation that improves road conditions for all roadway users.



Additional Information

- Manual on Uniform Traffic Control Devices
- BIKESAFE Bicycle Safety Guide and Countermeasure Selection System
- PEDSAFE Pedestrian Safety Guide and Countermeasure Selection System
- NACTO Urban Street Design Guide
- FHWA Proven Safety Countermeasures

CURB EXTENSIONS

Purpose:

Shorten crossing distances and increase pedestrian comfort and visibility.

Description:

Also called bulb outs or neck downs, curb extensions extend a section of sidewalk into the roadway at intersections and other crossing locations. In addition to shortening crossing distances, curb extensions create more compact intersections, resulting in smaller corner radii and slower turns by people driving.

Estimated Cost:

\$S to \$\$\$\$ (depending on design)

Applicable Locations

- Curb extensions can make pedestrian, bicycle, or other crossings safer and more comfortable everywhere from a mid-block crosswalk to a large signalized intersection.
- Curb extensions can be built in all-day parking lanes or wide shoulders.
- Transitions to lower-speed areas.

- Curb extensions are particularly valuable in locations with high volumes of pedestrian traffic, near schools, bicycle/trail crossings at unsignalized pedestrian crossings, or where there are demonstrated.

Applicable Street Types

- Local Street
- Collector Street
- Minor Arterial Street



Safety Benefits

- Slow the speed of motorists making turns at intersections.
- Create additional space for directional curb ramps.
- Provide opportunity to create accessible parking spaces.
- Improve visibility between crossing pedestrians and other street users.
- Prevent people from parking too close to or on crosswalks or blocking fire hydrants.
- Create space for utilities, signs, and amenities such as bus shelters or waiting areas, bicycle and micromobility parking, public seating, street vendors, and greenscape elements.

Design Guidance

- Limit planting and street furniture height within curb extensions to preserve sight lines.
- Consider expanding curb extensions at bus stops to produce bus bulbs.
- Where curb extension installation on one side is infeasible or inappropriate (i.e., no parking lane), this should not preclude installation on the opposite side.
- A typical curb extension extends about 6 feet from the curb, or no further into the street than the parking lane.
- Protected bike lanes can go over or behind curb extensions, if present.
- The minimum width of a curb extension should match the existing NO PARKING requirements. The length of a curb extension can vary depending on the intended use (i.e., stormwater management, bus stop waiting areas, restricted parking)
- NO PARKING signs or yellow curb can be used to deter parking.

Considerations

- Curb extensions should not extend into travel lanes or bicycle lanes. Generally designed with one foot of shy distance between the face of curb and the edge of travel lane.
- When designing the corner radius on a curb extension, consider the appropriate large vehicle turning path to prevent encroachment into the

pedestrian space.

- Consider the turning needs of emergency and larger vehicles in curb extension design and include mountable areas if necessary.
- Curb extensions can require modifications to or relocation of drainage structures. Consider drainage slots with solid surface plating at pedestrian crossings as an alternative.
- Temporary curb extensions may be created using paint, flexible delineators, and other temporary materials to speed installation or as a pilot project before permanent construction.

Systemic Safety Potential

Spot treatment or systemic safety improvement. Consider at all locations with on-street parking and as a gateway treatment to slow vehicle speeds.

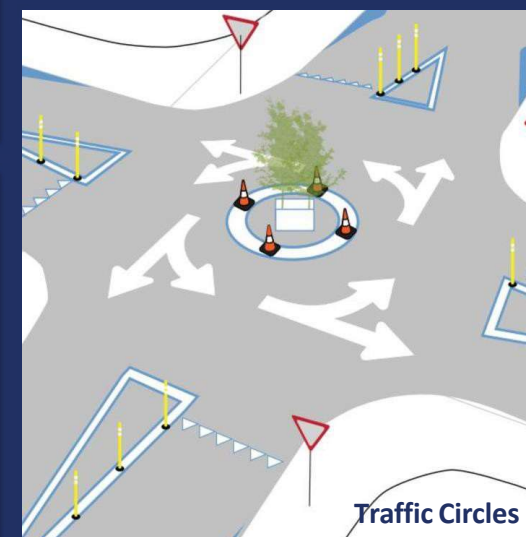
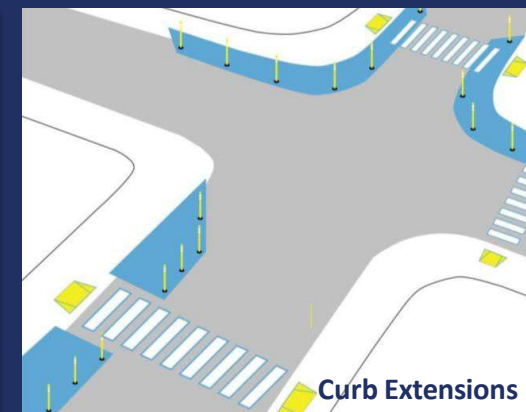


Additional Information

- NACTO Urban Street Design Guide
- FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations

Pilot Opportunities

- Small scale, localized improvements
 - Temporary curb extensions
 - Median refuge islands
 - Dedicated pedestrian and bike spaces
 - Neighborhood traffic circles, chicanes, speed cushions
- Priority Project Opportunities
 - Trott/Becker Avenues (#3)
 - Minnesota Ave/Kandiyohi Ave SW/3rd Street SE (#5)



Source: Tactical Urbanism Project Catalog

Action Plan

Actions, studies, and improvements to advance the city's goal to eliminate all deaths and serious injuries on roadways

Timing	Action
Short-Term	Submit an application for a SS4A Demonstration Grant for Trott Ave & Residential Streets Traffic Calming Pilot Projects
	Submit an application for additional SS4A Planning Grant funding to perform detailed corridor studies 1st St S and US 12
	Conduct a corridor safety study of 1st Street S from Ella Ave to TH 23 in collaboration with Kandiyohi County
	Review the City's current CIP to identify programmed projects within the HIN and determine appropriate safety countermeasures that may be added to the project scope
	Perform a Citywide Safe Routes to School study in coordination with local public and private schools
	Review and revise the City's development review policies for Access Management and Driveway Best Practices
	Review the City's existing policy on stop signs on local and collector road intersections
	Evaluate and update the City's Street Width and Typical Section Standards for local streets based on the opportunities and risk factors identified in this plan
	Adopt a Low Salt Design Criteria for all public facilities and incorporate into site development review processes
Mid-Term	Develop a funding strategy and plan that identifies potential funding avenues and resources necessary to construct and maintain future safety improvements
	Conduct a corridor safety study of US 12 from US 71 to Industrial Dr SW in collaboration with MnDOT and Kandiyohi County
	Perform an inventory of streetlights within the City and evaluate lighting upgrades at all intersections
	Form a City Traffic Safety Committee consisting of city engineering and planning staff, elected officials and members of the public to establish city policy on traffic safety and review safety concerns raised by residents
	Host an ongoing traffic safety concerns feedback opportunity on the City website
Long-Term	Develop a funding strategy and plan that identifies potential funding avenues and resources necessary to construct and maintain future safety improvements
	Develop and publish a City Traffic Calming Toolbox and Criteria for implementation on local streets where speeding is a noted concern
	Conduct a Citywide Rail Quiet Zone Study
	Conduct a Citywide Grade Separated Rail Crossing Study in coordination with BNSF
Ongoing	Perform a Citywide Speed Limits Study and consider Citywide Speed Limits on Local Roads
	Review traffic safety enforcement needs and activities with local law enforcement
	Using the prioritization criteria outlined in this plan, continue to develop and maintain the top corridor intersections, and locations to direct safety funding toward as funding opportunities arise
	Continue coordination with Kandiyohi County and MnDOT to identify and make safety improvements county- and state-owned streets within Willmar
	Conduct ongoing crash equity analysis and engagement to share the findings of this analysis with community members, policy makers, elected officials, and partners and identify direction for future equity work related to traffic safety

Willmar's Commitment (draft)

SS4A requires an official public commitment by a high-ranking official and/or governing body to an eventual goal of zero roadway fatalities and serious injuries.

City Council approval will be part of final plan adoption.

**Eliminate fatalities
& serious injuries by**

2045

50% reduction by

2035

Draft Resolution

WHEREAS:

The City of Willmar has committed to creating a safe, connected transportation system that is economically and environmentally sustainable for all modes of transportation; and

Proven measures exist to reduce the number of crashes on our streets with a data-backed mix of transportation engineering, enforcement, and education; and

Even one death on the streets of Willmar is one too many; and

People who live work, visit, and play in Willmar deserve to be able to go about the city without fear of death or serious injury in their travels; and

From 2013 through 2022 there were 3,682 recorded crashes on surface streets in Willmar, including 48 fatalities and 795 injury crashes; and

Vulnerable road users – pedestrians in particular – are at a higher risk of injury or death while using the city’s transportation system; and

Implementing a commitment to and eventually eliminating traffic fatalities and serious injuries will require significant participation from and coordination with partner agencies and across city departments; and

The City of Willmar is poised to implement Vision Zero safety-focused projects and strategies in a variety of ways and is committed to measuring the outcomes of Vision Zero on an annual basis.

By making this commitment the City of Willmar is joining a nationwide and international group of forward-thinking cities that are also making a commitment to eliminate traffic deaths and serious injuries on their streets;

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

That the Willmar City Council hereby commits to a goal of **zero traffic deaths and serious injuries on all surface streets in Willmar by 2045**, with an interim goal of **50 percent reduction in fatal and serious injury crashes by 2035**.



Thank you!

Christopher Frank
cfrank@willmarmn.gov

Aaron Bartling
aaron.bartling@bolton-menk.com



Supporting Slides

Priority Project Areas

Project Rank	Location	Project Size		Recommended Improvements ¹	Estimated Construction Cost
		Length (mi.)	# Intersections		
1A	1st Street S Litchfield Ave to Rice Ave	0.5	7	Signal Safety Package ² , Access Management, High Visibility Crosswalks, Median Refuge Islands, Road Diet, Shared Use Paths, RRFB's	\$8M – \$10M
1B	1st Street S Rice Ave to 19th Ave	0.8	8		\$14M - \$16M
2	Willmar Ave SE Lakeland Dr to 5th St SE	1.0	9	Roundabout, Access Management, High Visibility Crosswalks, Median Refuge Islands, Road Diet, Curb Extensions, Bike Lanes, Shared Use Paths, RRFB's	\$0.25M - \$12.5M
3	Trott Ave; Lakeland Dr to 7th St SW Becker Ave; 1st St S to 5th St SE	-	22	Curb Extensions, Median Refuge Islands, High Visibility Crosswalks, Intersection Daylighting, Lighting	\$0.5M - \$2.0M
4	BUS 71 Ella Ave to 10th St NE	0.6	4	Roundabout, Access Management, High Visibility Crosswalks, Median Refuge Islands, Road Diet, Shared Use Paths, RRFB's	\$7.5M - \$10M
5	Minnesota Ave; 1st St S to 4th St SE Kandiyohi Ave SW; 7th St SW to 1st St S 3rd St SE; Minnesota Ave SE to 11th Ave SE	-	13	Curb Extensions, Median Refuge Islands, High Visibility Crosswalks, Intersection Daylighting, Lighting	\$0.25M - \$1.5M
6	Kandiyohi Ave SW at 7th St SW	-	1	Roundabout, High Visibility Crosswalks, Median Refuge Islands, RRFB's, Lighting	\$1M - \$2M
7	19th Ave SW 1st St S to 15th St SW	1.0	11	Turn Lanes, High Visibility Crosswalks, Median Refuge Islands, Road Diet, Curb Extensions, Bike Lanes, Shared Use Paths, RRFB's, Lighting	\$1M - \$10M
8	US 12 Lakeland Dr to Benson Ave SW	1.0	10	Roundabout, Signal Safety Package ² , Access Management, Turn Lanes, High Visibility Crosswalks, Median Refuge Islands, Road Diet, Bike Lanes, Shared Use Paths, Lighting	\$1M - \$15M
9	US 12 Benson Ave SW to 10th St NW	0.75	8	Roundabout, Signal Safety Package ² , Access Management, Turn Lanes, High Visibility Crosswalks, Median Refuge Islands, Road Diet, Bike Lanes, Shared Use Paths, Lighting	\$1M - \$12.5M
10	Lakeland Dr at Lakeland Elementary School/YMCA	-	1	Roundabout, Access Management, High Visibility Crosswalks, Median Refuge Islands, RRFB's, Lighting	\$1M - \$2M

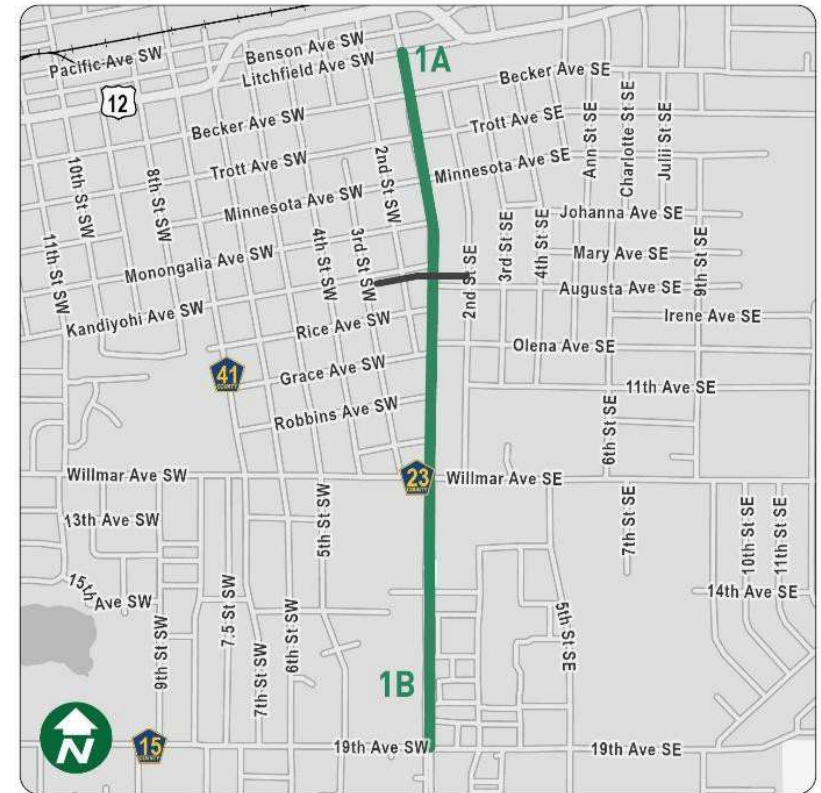
Notes:

1. Recommended improvements should be considered and vetted during project scoping and development.

2. Potential Signal upgrades include, reflective backplates, signal retiming, left turn phasing, LPI, APS, Pedestrian Countdown Timers, and RTOR Signage

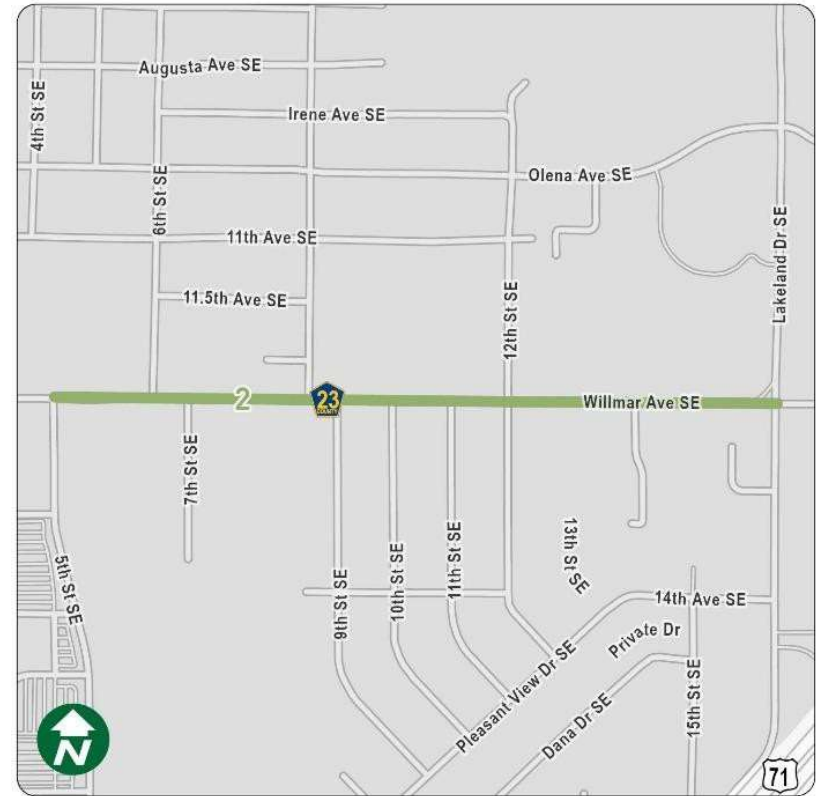
(1) 1st Street

- **Location & Size:** The 1st Street project area stretches from Litchfield Avenue to 19th Avenue and includes 16 intersections along 1.3 miles of roadway. The project is recommended to be split into two segments at Kandiyohi Ave SW.
- **Safety Concerns:** High volume of crashes, angle and left turn crashes, limited access management, 5-6 lanes of traffic, outdated signals and pedestrian push buttons, non-compliant ADA facilities, high vehicle speeds, narrow sidewalks.
- **Improvements Recommended for Consideration:**
 - Signal Safety Package / Alternative Intersection Treatments
 - Access Management
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Road Diet
 - Shared Use Paths
 - RRFB's
- **Estimated Construction Cost:**
 - Segment 1A: \$8,000,000 – \$10,000,000
 - Segment 1B: \$14,000,000 - \$16,000,000



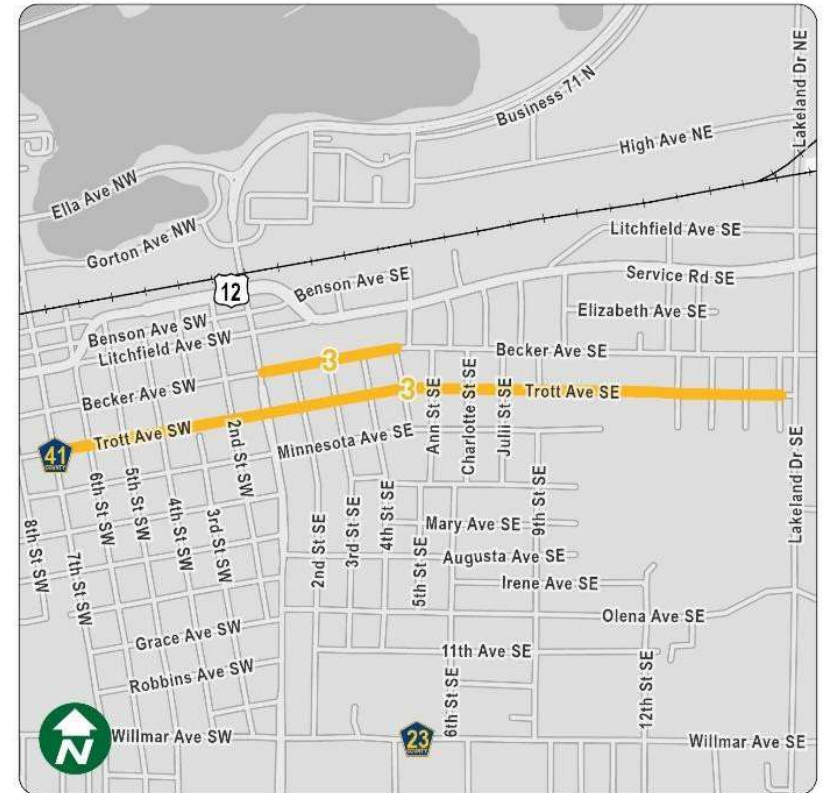
(2) Willmar Ave SE

- **Location & Size:** The Willmar Avenue SE project area begins at Lakeland Drive and ends at 5th Street SE, covering one mile of roadway and nine intersections.
- **Safety Concerns:** High vehicle speeds, 5 lanes of undivided traffic, access management concerns.
- **Improvements Recommended for Consideration:**
 - Roundabouts
 - Access Management
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Road Diet
 - Curb Extensions
 - Bike Lanes
 - Shared Use Paths
 - RRFB's
- **Estimated Construction Cost:** \$250,000 - \$12,500,000



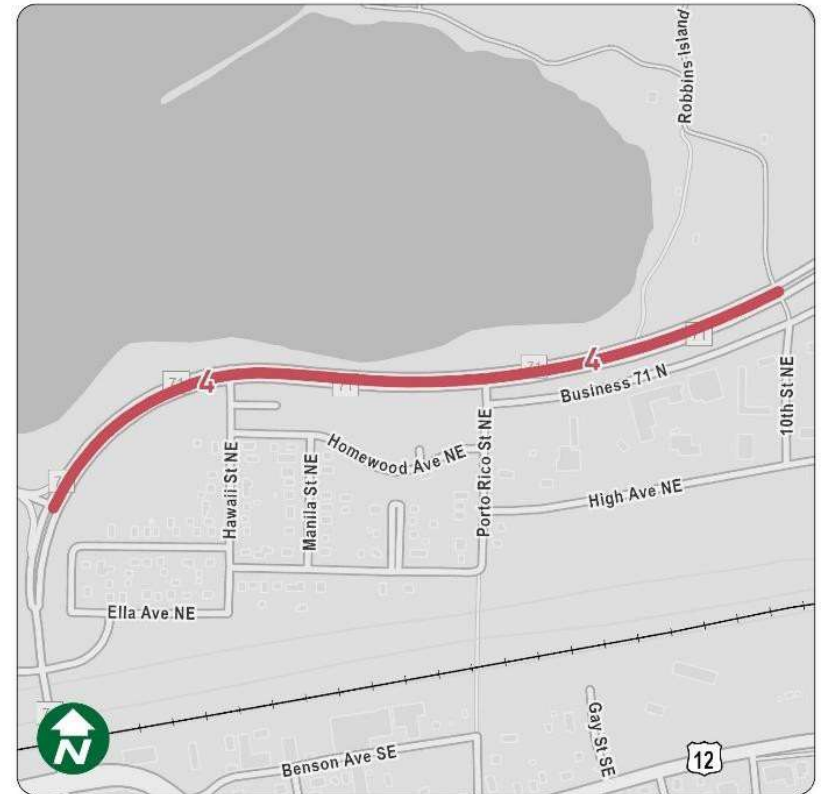
(3) Trott Ave / Becker Ave

- **Location & Size:** This project area consists of 22 intersections along Trott Avenue between Lakeland Drive and 7th Street SW, and Becker Avenue between 1st Street S and 5th Street SE.
- **Safety Concerns:** High vehicle speeds, wide typical section, many uncontrolled intersections, intersection sight distance, long crossing distances for pedestrians.
- **Improvements Recommended for Consideration:**
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Curb Extensions
 - Intersection Daylighting
 - Lighting
- **Estimated Construction Cost:** \$500,000 - \$2,000,000



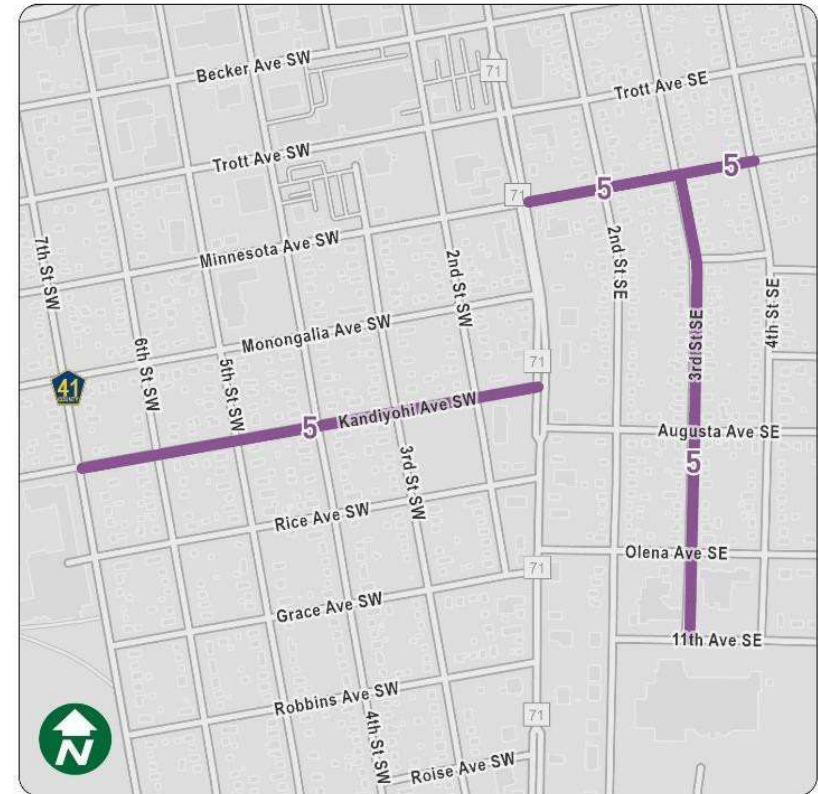
(4) Business 71

- **Location & Size:** This project area begins at Ella Avenue and continues to 10th Street NE at the entrance to Robbins Island Regional Park.
- **Safety Concerns:** High vehicle speeds, intersection sight distance issues, lack of safe pedestrian crossing facilities.
- **Improvements Recommended for Consideration:**
 - Roundabout
 - Access Management
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Road Diet
 - Shared Use Paths
 - RRFB's
- **Estimated Construction Cost:** \$7,500,000 - \$10,000,000



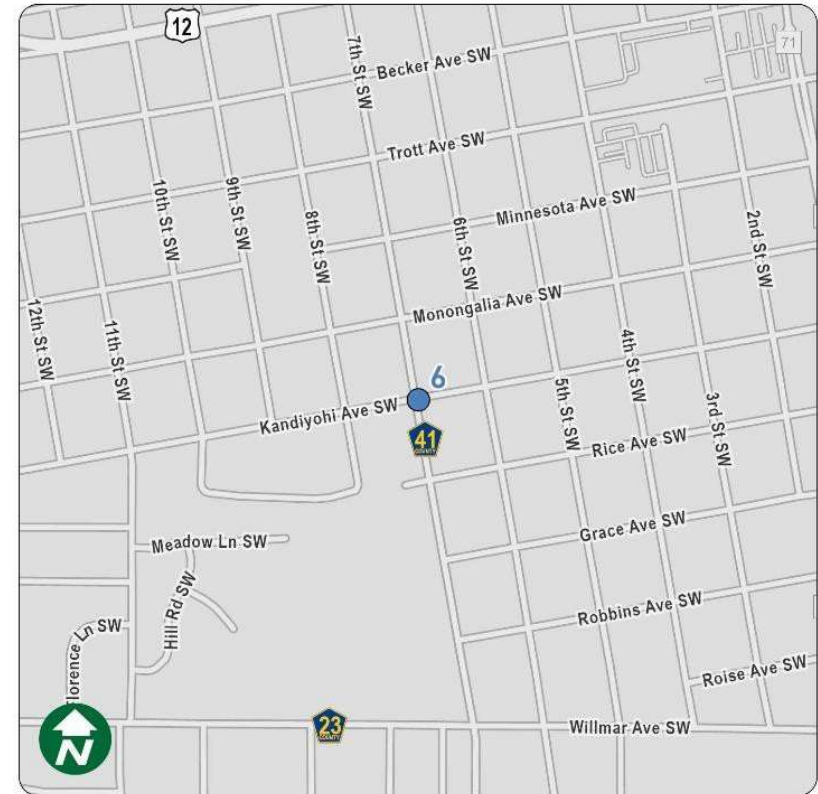
(5) Minnesota/Kandiyohi/3rd

- **Location & Size:** Located along several segments, this project encompasses 13 intersections on the following roadways:
Minnesota Avenue between 1st Street S to 4th Street SE;
Kandiyohi Avenue SW between 7th Street SW and 1st Street S;
and 3rd Street SE from Minnesota Avenue SE to 11th Avenue SE.
- **Safety Concerns:** High vehicle speeds, wide typical section, many uncontrolled intersections, intersection sight distance, long crossing distances for pedestrians.
- **Improvements Recommended for Consideration:**
 - Curb Extensions
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Intersection Daylighting
 - Lighting
- **Estimated Construction Cost:** \$250,000 - \$1,500,000



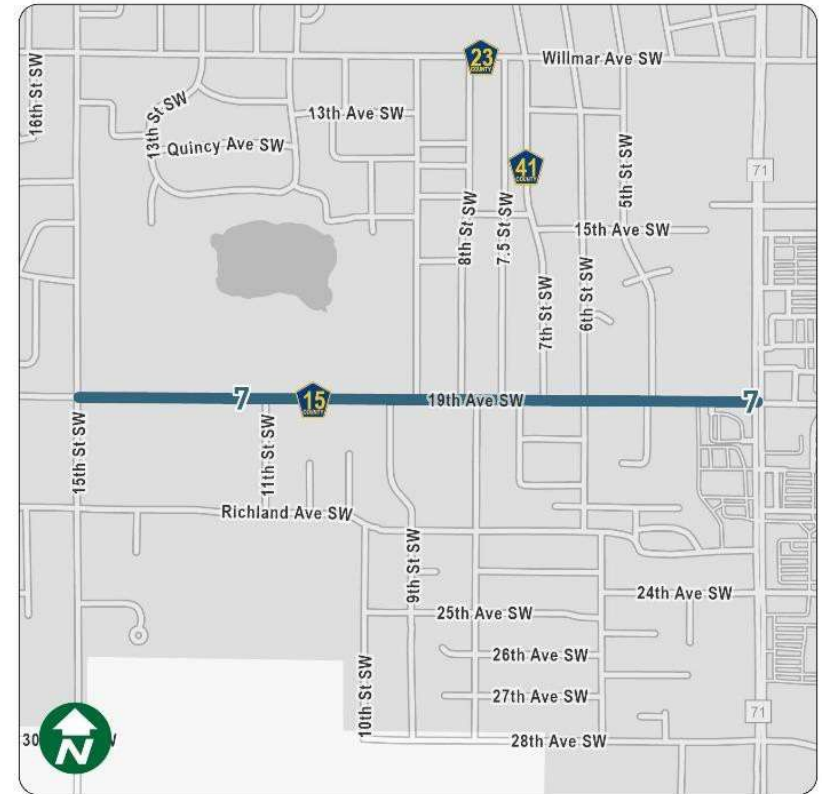
(6) Kandiyohi Ave at 7th Street

- **Location & Size:** A single intersection project near Kennedy Elementary School.
- **Safety Concerns:** High vehicle speeds, vulnerable user destinations, school peak hour traffic volumes, intersection sight distance issues, long pedestrian crossing distances.
- **Improvements Recommended for Consideration:**
 - Roundabout
 - High Visibility Crosswalks
 - Median Refuge Islands
 - RRFB's
 - Lighting
- **Estimated Construction Cost:** \$1,000,000 - \$2,000,000



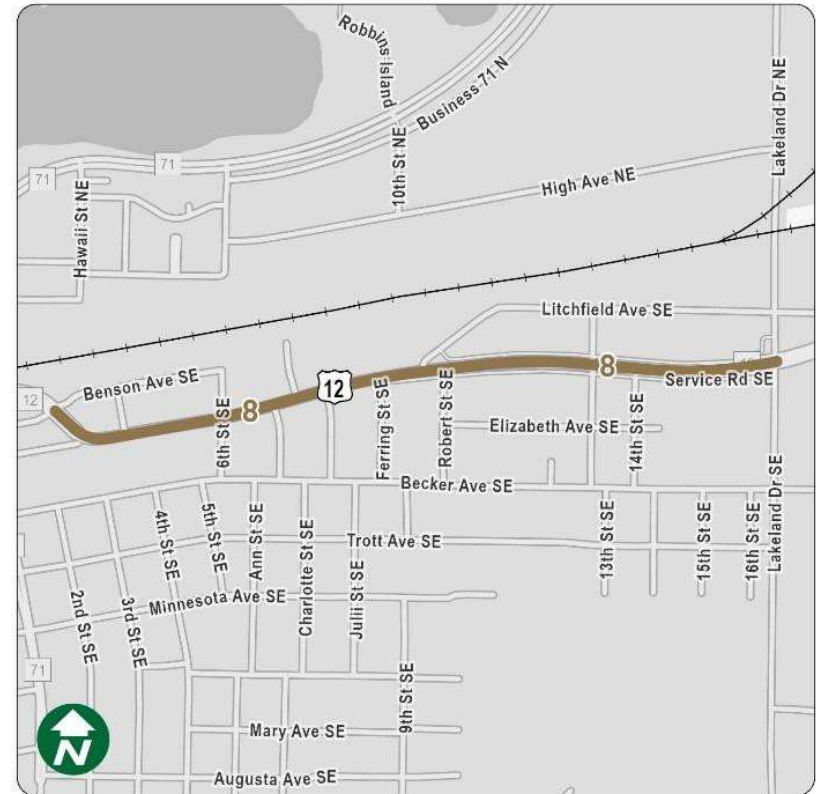
(7) 19th Avenue SW

- **Location & Size:** The 19th Avenue SW project stretches between 1st Street S and 15th Street SW, a one mile segment that includes 11 intersections.
- **Safety Concerns:** High vehicle speeds, high volume of crashes, 5 lanes of undivided traffic, access management concerns, lack of bike facilities, intersection lighting needs, long pedestrian crossing distances.
- **Improvements Recommended for Consideration:**
 - Turn Lanes
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Road Diet
 - Curb Extensions
 - Bike Lanes
 - Shared Use Paths
 - RRFB's
 - Lighting
- **Estimated Construction Cost:** \$1,000,000 - \$10,000,000



(8) US 12 (East Segment)

- **Location & Size:** This stretch of US Highway 12 begins at Lakeland Drive and ends at Benson Avenue SW, covering one mile of roadway and 10 intersections.
- **Safety Concerns:** High vehicle speeds, access management concerns, lack of turn lanes, few pedestrian crossing facilities.
- **Improvements Recommended for Consideration:**
 - Roundabout
 - Signal Safety Package
 - Access Management
 - Turn Lanes
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Road Diet
 - Bike Lanes
 - Shared Use Paths
 - Lighting
- **Estimated Construction Cost:** \$1,000,000 - \$15,000,000



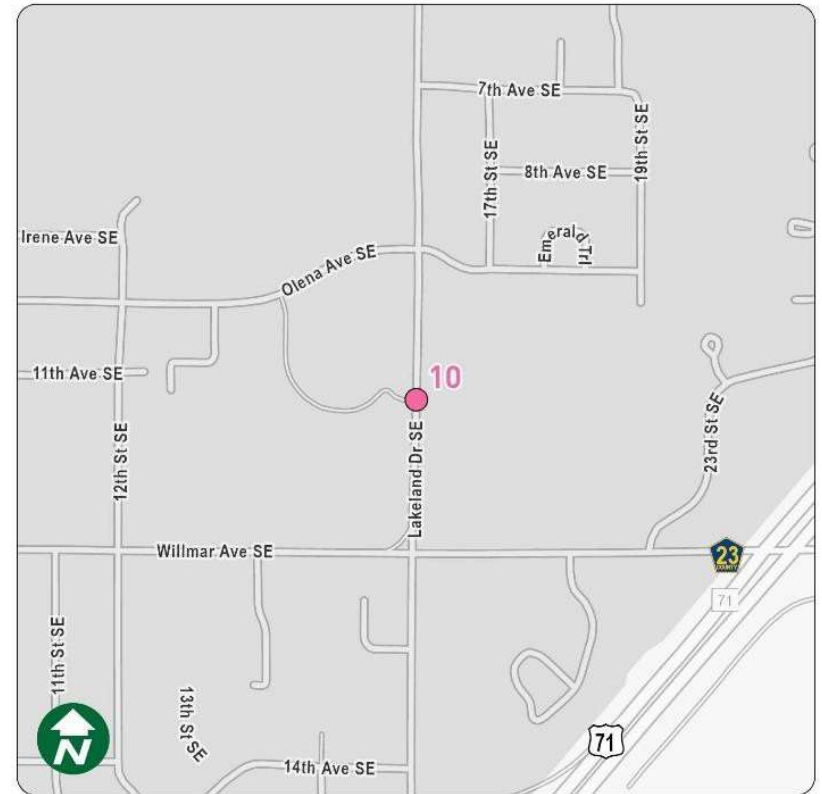
(9) US 12 (West Segment)

- **Location & Size:** This second stretch of US Highway 12 begins at Benson Avenue SW and ends at 10th Street NW, covering 0.75 miles of roadway and 8 intersections.
- **Safety Concerns:** High vehicle speeds, access management concerns, lack of turn lanes, few pedestrian crossing facilities, 4 lanes of undivided traffic.
- **Improvements Recommended for Consideration:**
 - Roundabout
 - Signal Safety Package
 - Access Management
 - Turn Lanes
 - High Visibility Crosswalks
 - Median Refuge Islands
 - Road Diet
 - Bike Lanes
 - Shared Use Paths
 - Lighting
- **Estimated Construction Cost:** \$1,000,000 - \$12,500,000



(10) Lakeland Drive at Lakeland Elementary

- **Location & Size:** This single intersection project is located at the entrances of the Kandiyohi County YMCA and Lakeland Elementary School.
- **Safety Concerns:** High vehicle speeds, vulnerable user destinations, school peak hour traffic volumes, 4 lanes of traffic.
- **Improvements Recommended for Consideration:**
 - Roundabout
 - Access Management
 - High Visibility Crosswalks
 - Median Refuge Islands
 - RRFB's
 - Lighting
- **Estimated Construction Cost:** \$1,000,000 - \$2,000,000





Bike, Pedestrian, and Trails Plan

March 24, 2025

Plan Purpose & Goals



- **Purpose:** Provide a framework for improvements that support walking, biking, rolling, and all other active transportation methods used in Willmar
- **Goals:**
 - » Build upon work that's already been done
 - » Envision a system that supports people of all backgrounds and abilities
 - » Contribute to community resiliency and sustainability
 - » Provide recommendations consistent with Safety Action Plan and 'With Willmar' Comprehensive Plan

Vision for the System



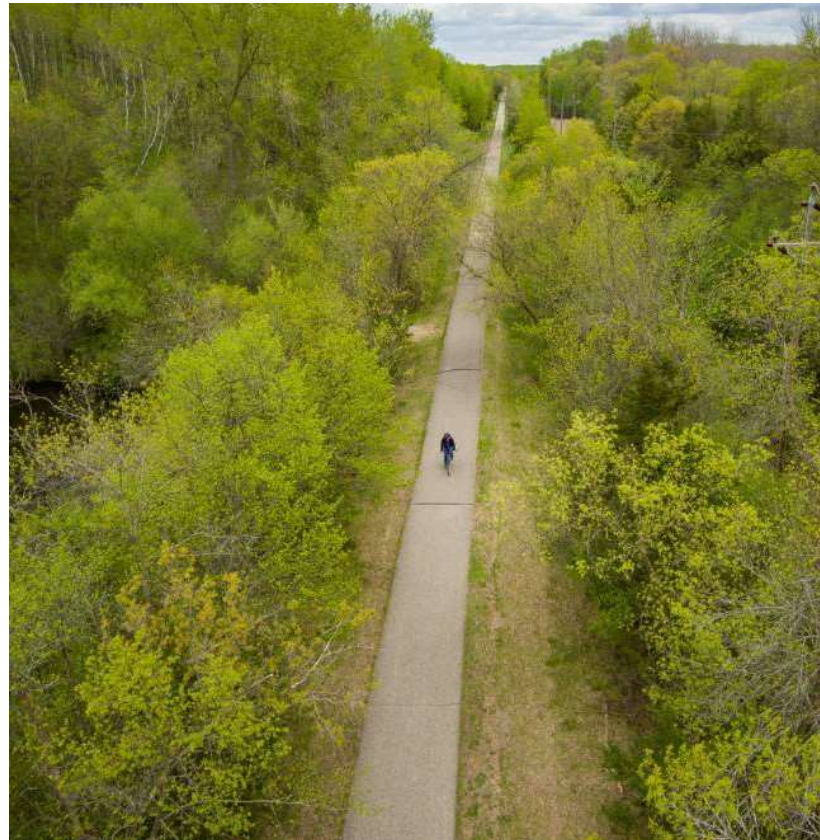
“The City of Willmar is highly connected by a **safe and accessible system** of sidewalks, trails, and routes that maximize the social, economic, physical, and environmental benefits of **active transportation options** for all residents and visitors.”



Process Overview



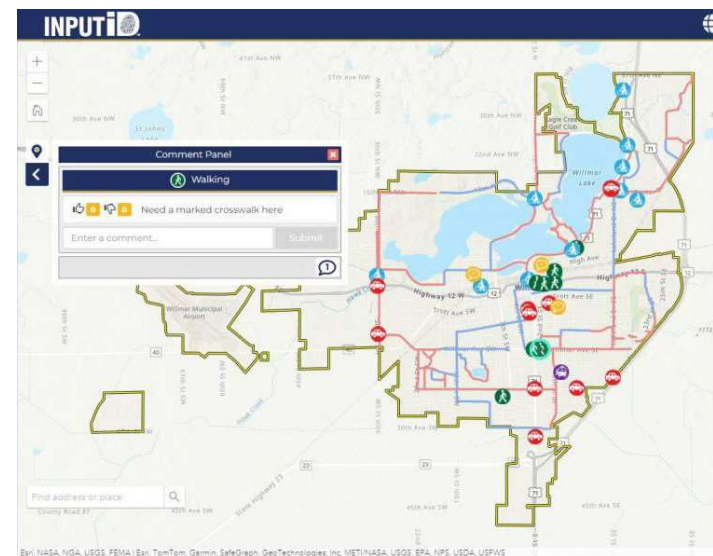
- 1. Evaluate Existing Conditions**
- 2. Vision**
- 3. Recommendations**
- 4. Implementation**
- 5. Final Plan**



Community Engagement



- **Bike, Pedestrian, and Trail Plan Kick-off Meeting & Listening Session**
- **Safety Action Plan Engagement**
 - » Online survey
 - » Digital comment map
 - » Pop-ups & focus groups
 - » Crash and traffic data
- **‘With Willmar’ Comp Plan Engagement**
 - » Open houses of draft recommendations



What We've Heard



- **What works well or provides opportunity**
 - » BikeWillmar bike share
 - » Proximity to Glacial Lakes State Trail
 - » Trails near the lakes
 - » Community invested in bike infrastructure
 - » Agreement about high-priority destinations



What We've Heard



- **What needs improvement**

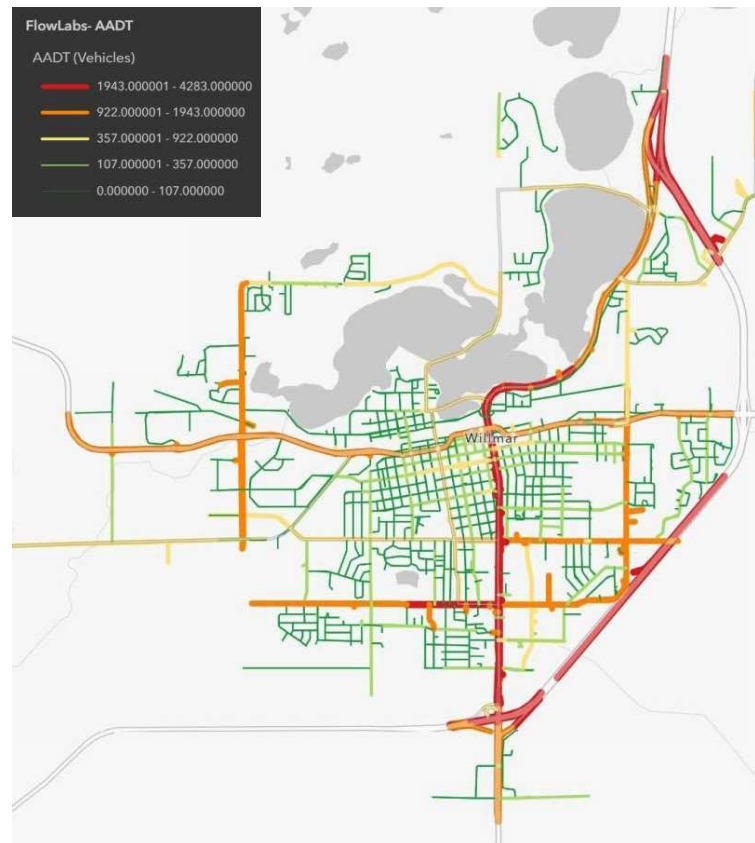
- » Crossing 1st St S, railways, Lakeland Dr, and Business 71
- » Active transportation connections to schools and larger workplaces
- » Mixing or close proximity of transportation modes
- » Pedestrian/bike access to Robbins Island Regional Park



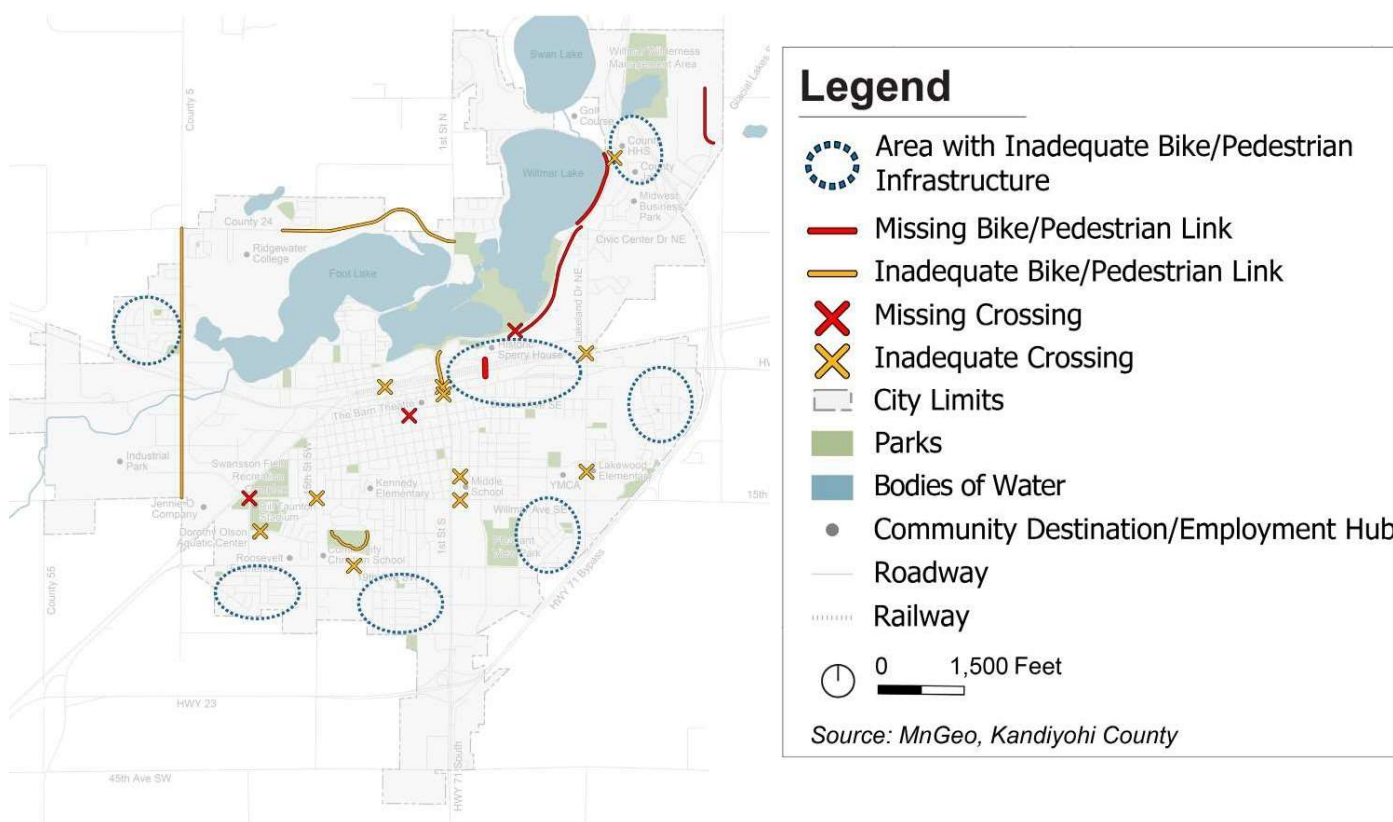
Existing Systems



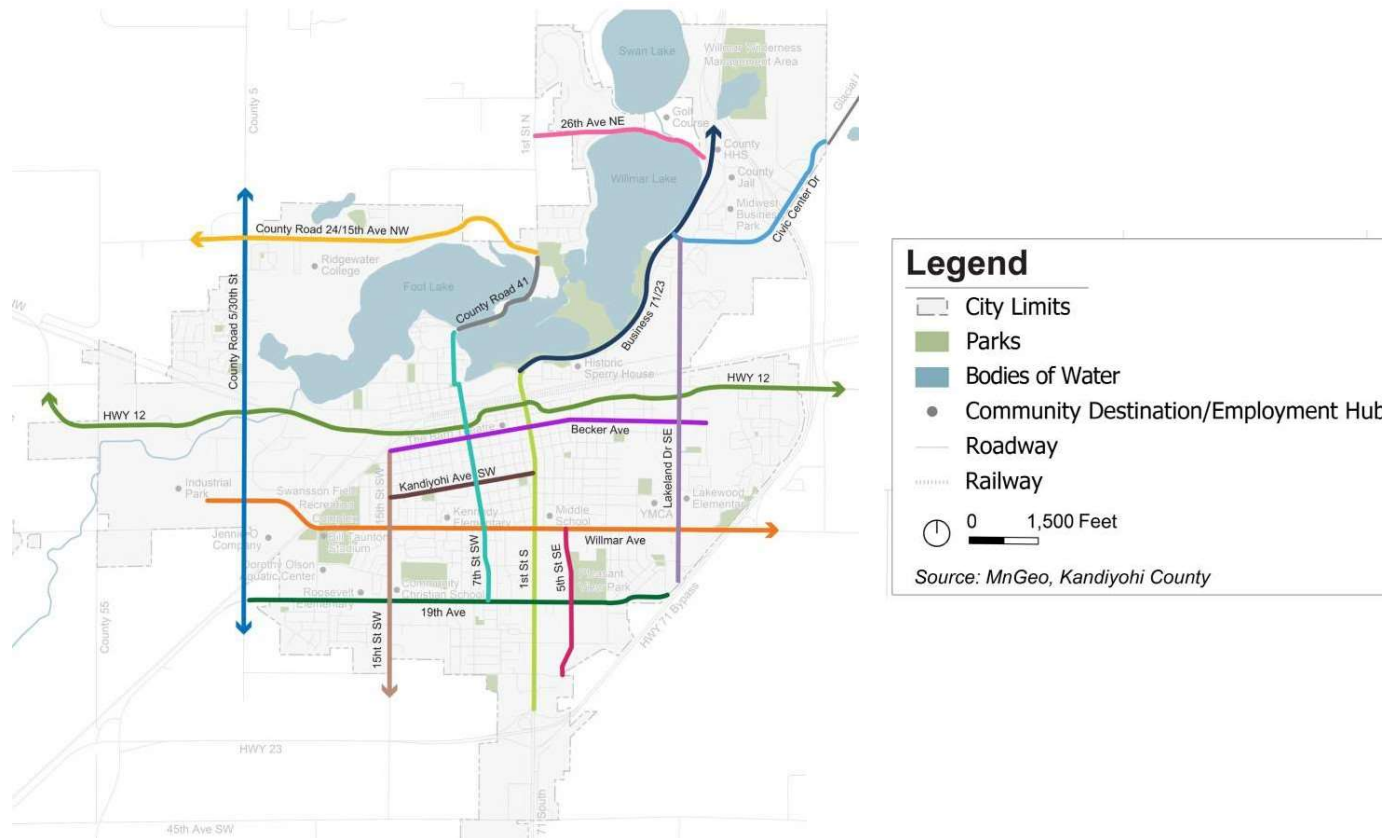
- **Existing conditions analysis of sidewalks, trails, crossings, and bicycle infrastructure**
- **Traffic data from Safety Action Plan**
 - » Pedestrian activity
 - » Annual Average Daily Traffic
 - » Hard braking events
 - » Roadway speed limits
 - » Vehicular speeding
 - » Crash data by mode/ severity



Missing Links & Gaps



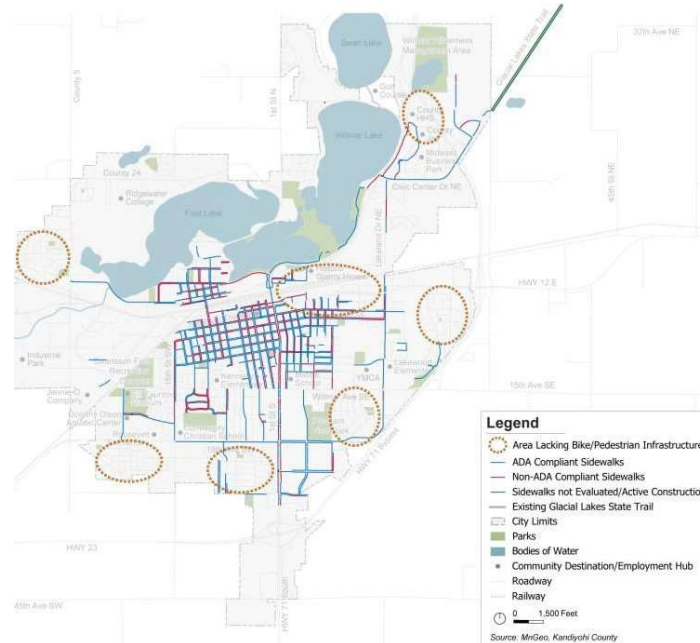
Key Corridors



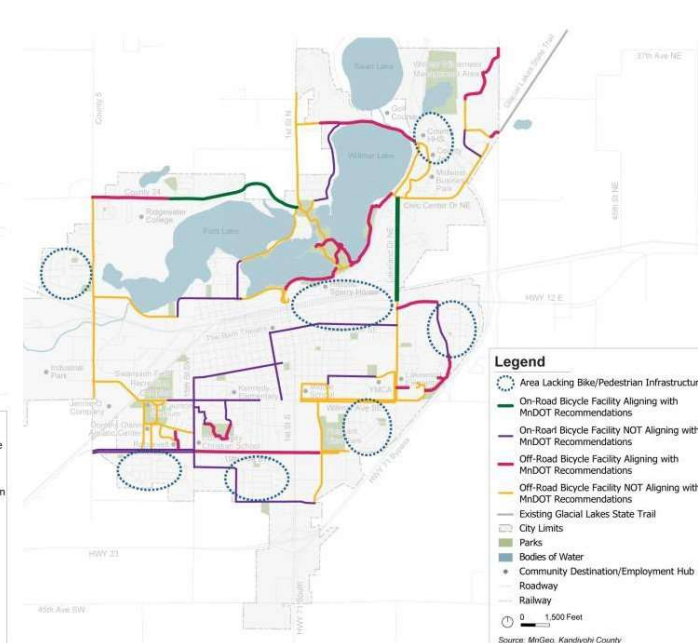
Existing System Analysis



Sidewalk System



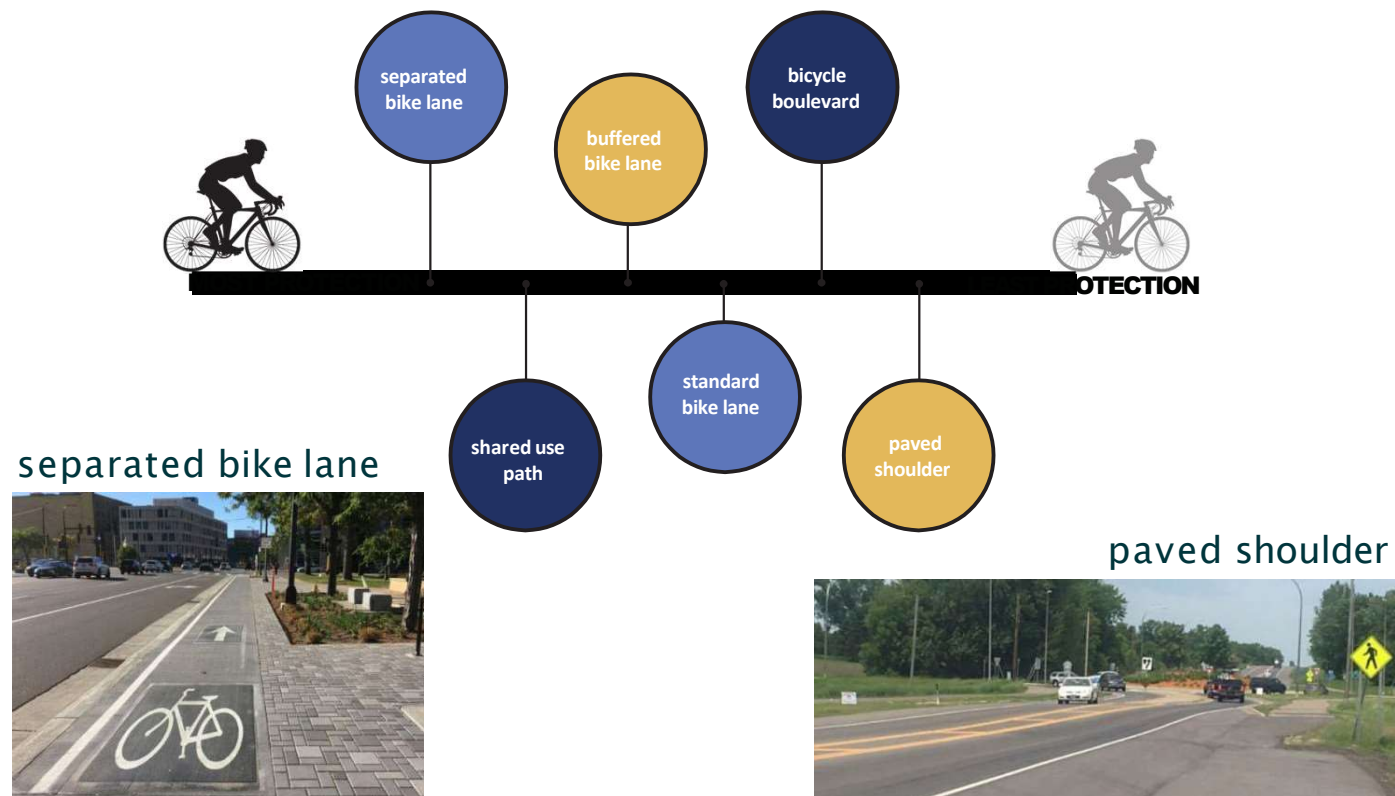
Bike & Trail System



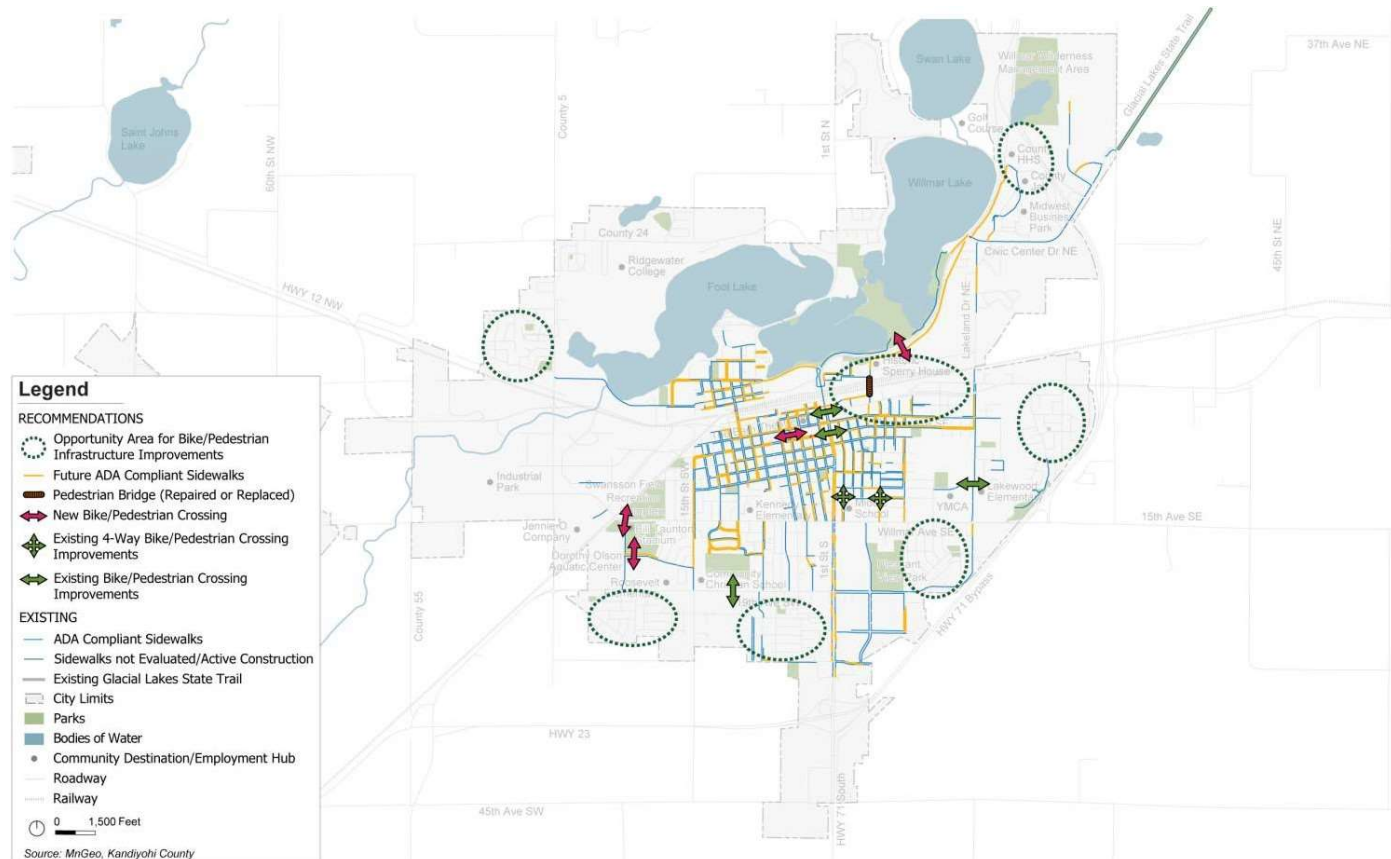
Recommendations



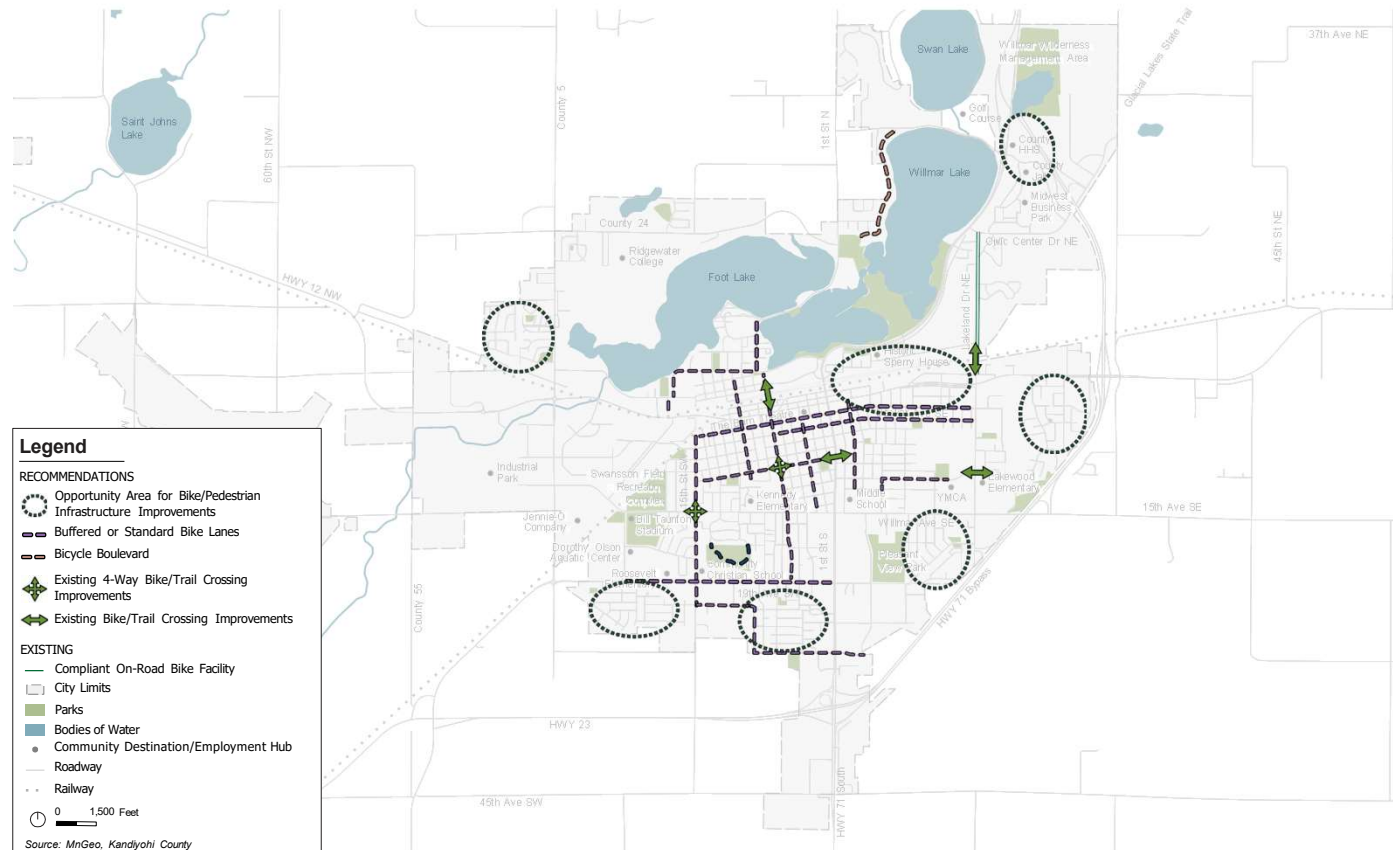
MnDOT Bicycle Facility Design Manual



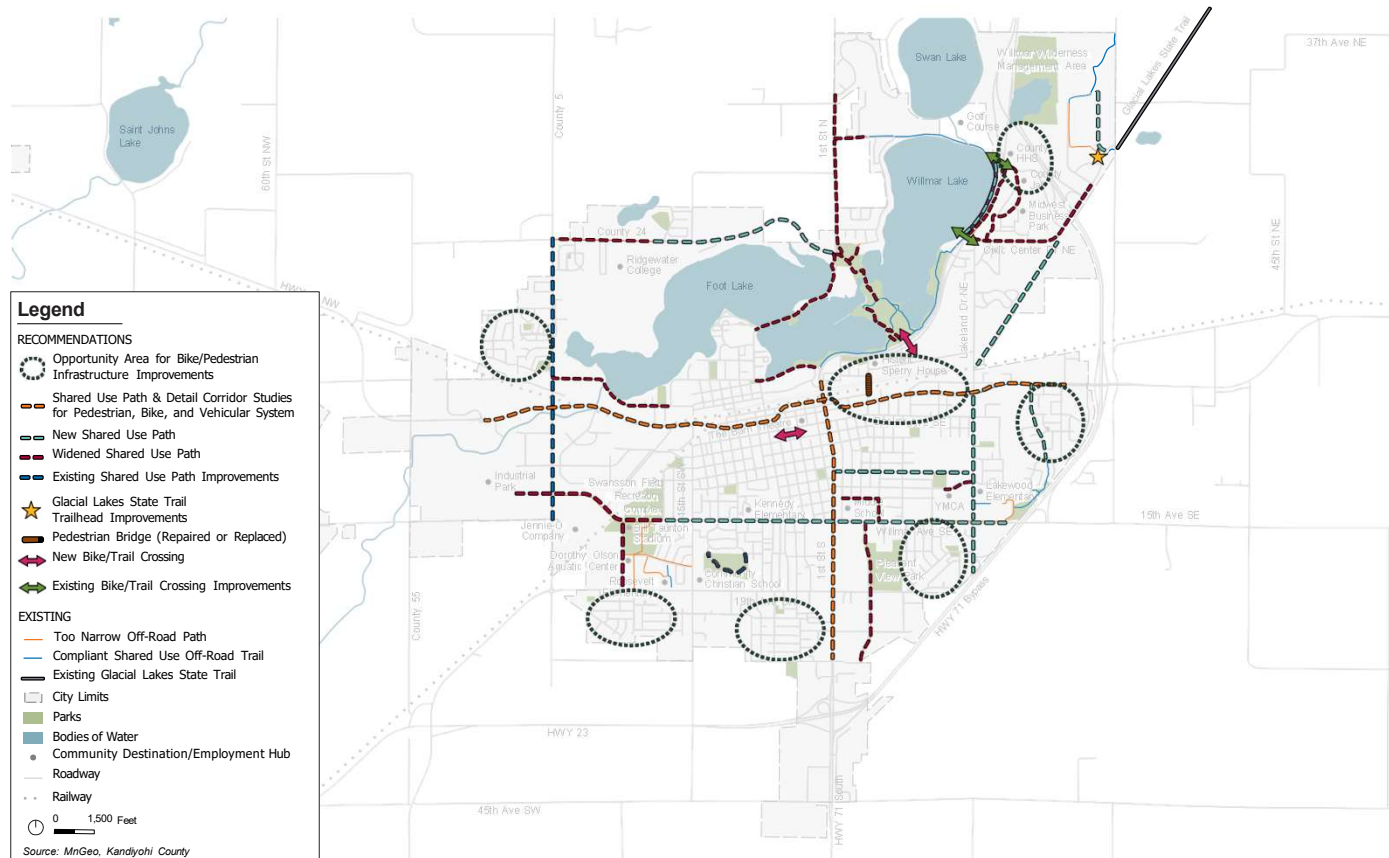
Recommendations: Sidewalks



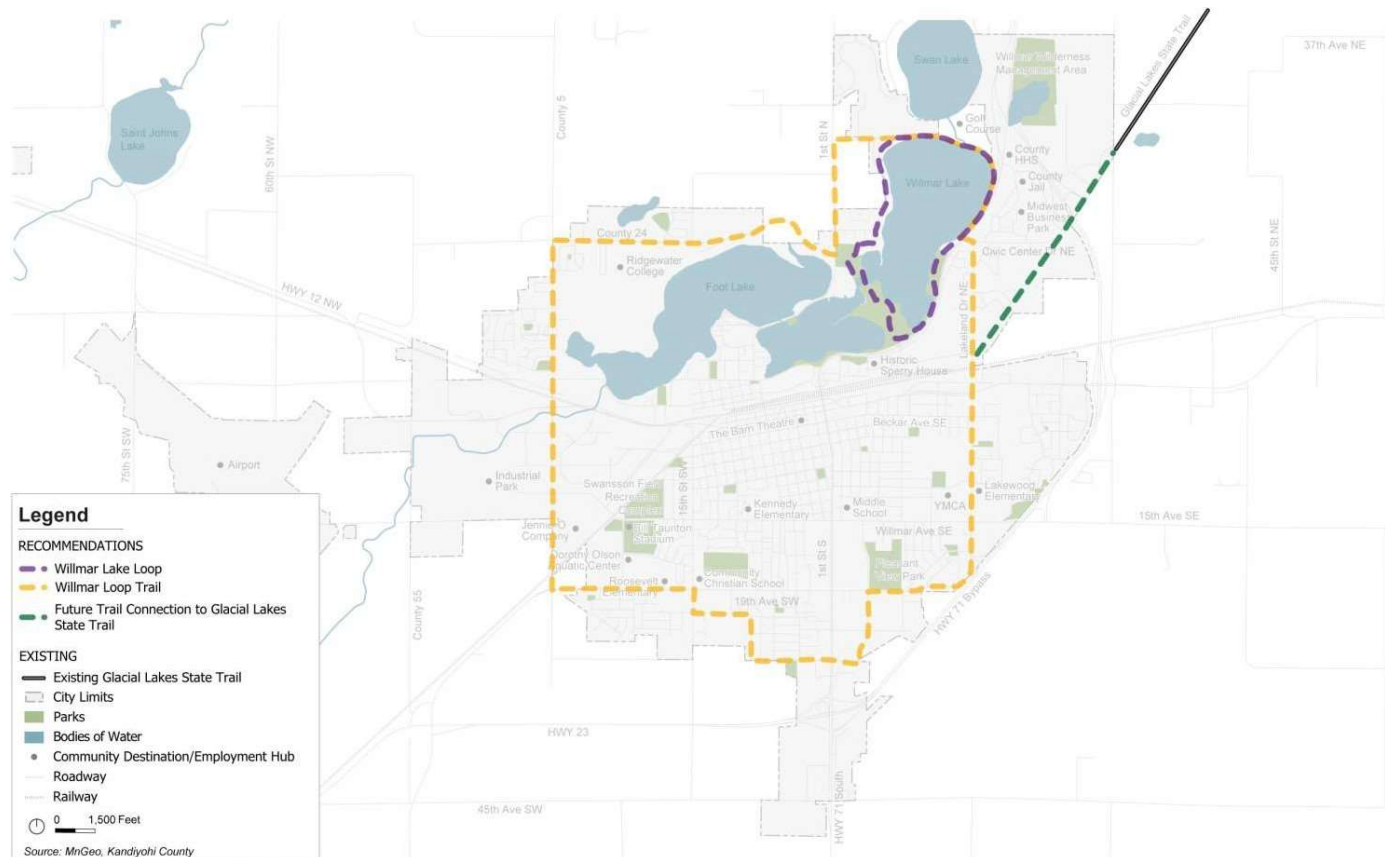
Recommendations: On-Road Bike Facilities



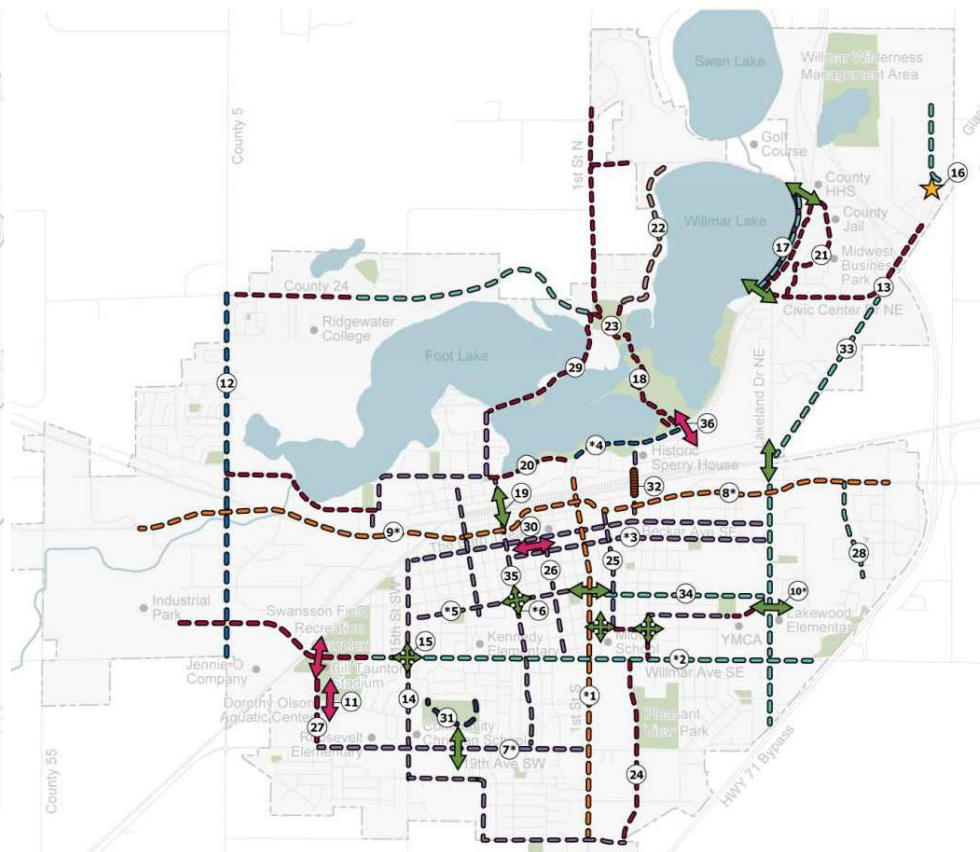
Recommendations: Off-Road Bike Facilities



Recommendations: Bike Facility Loops



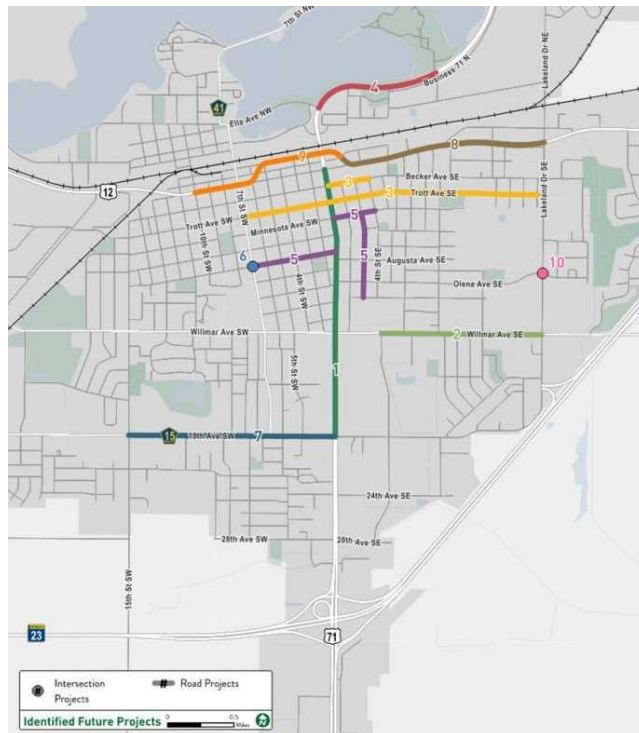
Recommendations Summary



Implementation Prioritization



Safety Action Plan Priority Projects



Prioritization of Additional Bike, Pedestrian, and Trail Projects

PRIORITY	IMPLEMENTATION TIMEFRAME	CRITERIA
5	1 to 3 years	High impact and high need
4	1 to 5 years	High impact and need, moderate effort/timeline to implement
3	3 to 7 years	Moderate impact and need, moderate effort/ timeline to implement
2	4 to 8 years	Lower impact/need and moderate effort to implement
1	8 to 10 years	Lower impact/need and high effort to implement

- **Recommended studies**
- **Cost estimates**
- **Funding mechanisms**

Mobility

Supporting Elements	Recommendation	Timeline	Complexity	Benefit	Partners	Measure of Success	W	I	T	H
	Safe Streets for All: Implement and prioritize safety improvements in planning for streets, bicycle, and pedestrian facilities, working towards a goal of reducing fatalities on our roadways.	On-going		- Reduces the incidence and severity of injurious crashes. - Promotes active transportation and reduces car-dependency.	- City of Willmar - MNDOT - Kandiyohi County - FHWA - Parks and Recreation, Willmar Bikes	- Number of fatal and serious injury crashes. - Number of safety improvements completed. - Integration of safety into all aspects of transportation planning and facility design.				
	Accessible Facilities: Continue working to fill sidewalk gaps and ensure pedestrian facilities and transit programs are accessible to those with disabilities.	On-going		- Improves accessibility for children, people with disabilities, and all residents. - Promotes healthy lifestyles.	- City of Willmar - MNDOT - Kandiyohi County - Parks and Recreation, Willmar Bikes - CCT - Local Senior Care Providers	- Number of Sidewalks added/improved - Number of non-compliant ADA facilities - Adoption of plan, policy, or program focused on sidewalk installation / maintenance.				
	Align Transportation Priorities: Integrate strategies and priorities from the Bicycle, Pedestrian, and Trails Plan and the Safety Action Plan into capital improvement plan, corridor studies, and facility design.	On-going		Ensures plan consistency and encourages implementation.	- City of <u>Willmar</u> - MNDOT - Kandiyohi County - Parks and Recreation, Willmar Bikes	Plan integration and project completion.				
	Innovative Design: Implement traffic calming treatments and other innovative design solutions to ensure safety is priority for multi-modal	Long-Term		- Promotes traffic calming and safer streets. - Reduces maintenance costs. - Improves traffic flow.	- City of Willmar - MNDOT - Kandiyohi County - FHWA - Parks and Recreation, Willmar Bikes	Successful completion of priority project.				
 	Connected Community: Establish and improve multimodal access within and between neighborhoods, over barriers, and between major destinations and recreation areas.	On-going		- Improves system coverage and reduces travel times. <u>Improves</u> opportunities for walking and biking.	- City of Willmar - MNDOT - Kandiyohi County - FHWA - Parks and Recreation, Willmar Bikes - CCT	- Number of projects completed. - Travel times.				





TODAY

- The draft document, released on March 18, 2025, is available for review, and the Public Comment period remains open until April 11, 2025
- Public comment can be sent directly to Planning staff via email planning@willmarmn.gov
 - Mailed to City Hall 333 6th Street Southwest Willmar MN, 56201

PUBLIC PROCESS

DATE	EVENT
3/18	Draft Document Released; Public Comment Period Opened
3/24	Joint Work Session
4/11	Public Comment Period Closes
4/22	Proposed Joint Work Session starting at 5 PM
5/7	Planning Commission (<i>Recommendation to Adopt</i>)
5/19	Briefing and Call for Public Hearing at City Council
6/16	Consideration to Adopt by City Council



SHARE YOUR THOUGHTS

- Attend the Joint Work Session – Monday, March 24th at 6PM (Robbins Island)
- Submit Feedback on the Draft Plan via email (planning@willmarmn.gov) by Friday, April 11th

*Presented to: Planning Commission
Wednesday, March 19, 2025*



SUBJECT TO FINAL APPROVAL OF THE MUNICIPAL UTILITIES COMMISSION

WILLMAR MUNICIPAL UTILITIES COMMISSION **RETREAT**

Meeting Minutes – March 21, 2025
10:30am – Heritage Bank

The Municipal Utilities Commission (MUC) held a retreat on Friday, March 21, 2025, at 10:30 a.m. at Heritage Bank. Commissioners in attendance were Shawn Mueske, John Kennedy, Dave Baumgart, Patricia Elizondo, Terrill Sieck, Bruce DeBlieck, and Carol Laumer.

Others present at the meeting included General Manager Jeron Smith, Director of Administration Janell Johnson, City Council Liaison Tom Gilbertson, and Executive Secretary Abby Ahrendt.

The meeting began with the recitation of the Pledge of Allegiance. Commission President Mueske opened the retreat by introducing the 15-part APPA video series on commission operations. Throughout the retreat, the Commission reviewed and discussed various lessons from the APPA series, which included:

- ❖ Lesson 1 – Public Power Governance Models
- ❖ Lesson 2 – Charters, Bylaws, Codes of Conduct
- ❖ Lesson 3 – Duties, Responsibilities, and Legal Obligation
- ❖ Lesson 4 – Duty of Care, Loyalty, and Obedience
- ❖ Lesson 5 – Conflicts of Interest
- ❖ Lesson 6 – Conflict of Interest Scenarios
- ❖ Lesson 7 – Individual Roles and Responsibilities
- ❖ Lesson 8 – Board Development: Establishing a High Performing Board
- ❖ Lesson 9 – Performance Monitoring for Boards
- ❖ Lesson 10 – Governing Board Self Assessments
- ❖ Lesson 11 – The Board Meeting
- ❖ Lesson 12 – Board Conflict
- ❖ Lesson 13 – In-the-Weeds, Not in-the-Weeds
- ❖ Lesson 14 – Strategic Planning and the Role of the Governing Board
- ❖ Lesson 15 – The Board's Role in Stakeholder Engagement

Mueske suggested that it would be beneficial for the Commission to develop bylaws and operational procedures to ensure adherence to proper rules and guidelines. He recommended that this be discussed at the upcoming MUC meeting with legal input from City Attorney Robert Scott on Monday, March 25, 2025. The Commission expressed support for further discussion at the upcoming meeting.

There being no further business, the meeting was adjourned at 2:59 p.m.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Dave Baumgart, Secretary

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – March 24, 2025

11:45 – WMU Auditorium

The Municipal Utilities Commission (MUC) held its regularly scheduled meeting on Monday, March 24, 2025, at 11:45 a.m. in the WMU Auditorium. Present was Commissioner Shawn Mueske, John Kennedy, Dave Baumgart, Patricia Elizondo, Terrill Sieck, and Bruce DeBlieck. Commissioner Carol Laumer arrived at 11:50 a.m.

Others present were Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Outreach Coordinator John Eggert, Information Systems Coordinator Mike Sangren, City Council Liaison Tom Gilbertson, Executive Secretary Abby Ahrendt, City Attorney Robert Scott (via teleconference), City of Willmar Operations Director Kyle Box, and WC Tribune Journalist Jennifer Kotila.

The meeting began with the recitation of the Pledge of Allegiance. Commission President Mueske asked if there were any changes or additions to the agenda as presented. Mueske added Agenda Item #6 – Commission Governance.

With no additional changes to the consent agenda, Commissioner Sieck moved to approve the consent agenda, with Commissioner Baumgart seconding the motion.

RESOLUTION NO. 12

“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 March 10, 2025, MUC Meeting; and,
- ❖ Minutes from March 10, 2025, Labor Committee Meeting; and,
- ❖ Bills represented by vouchers No. 20250397 to No. 20250475 and associated wire transfers inclusive in the amount of \$2,713,566.94.

Dated this 24th day of March 2025

President

Attest:

Secretary

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

Outreach Coordinator Eggert provided the Commission with a review of 2024 activities and an overview

of 2025 goals. Eggert reported that in 2024, the Bright Energy Solutions rebate program paid 134 rebates to customers and 24 Quality Install incentives to participating contractors. Additionally, the organization was awarded the 2024 APPA Safety Award of Excellence. Eggert highlighted various community marketing and outreach efforts he participated in throughout the year.

Looking ahead, Eggert outlined the 2025 safety goals, which include:

- Zero lost-time injuries
- Minimal housekeeping issues
- 100% training completion within 30 days of the scheduled training date

The 2025 marketing goals include:

- Continued involvement with the Chamber Connection
- Participation in community events
- Promotion of scholarship programs
- Enhancing the organization's social media presence
- Increasing HVAC contractor participation in the MRES Quality Install Program

Director of Administration Johnson updated the Commission on the land acquisition project, reporting that the City requested the matter be revisited at the April 7, 2025, City Council meeting. The Commission discussed cost, services, and location. Johnson noted that additional information will be prepared to ensure the City Council has all necessary materials to support moving the project forward. Commissioners expressed their continued support for the decision making process enacted by the WMU Commission and selected location.

Commission President Mueske proposed the creation of an ad hoc Commission Governance Committee to develop bylaws and/or operational procedures for the Municipal Utilities Commission. He recommended the committee consisting of three commissioners. Commissioners Laumer, Elizondo, and Mueske volunteered to serve. Laumer moved to approve the formation of the committee, with Kennedy seconding. The motion passed unanimously, 7-0.

Upcoming events to note:

- ❖ Labor Committee Meeting April 28, 2025 at 1:00 pm
- ❖ MRES 60th Annual Meeting (Sioux Falls, SD) May 7-8, 2025
- ❖ APPA National Conference (New Orleans, LA): June 6-11
- ❖ MMUA Summer Conference (Fargo, ND) August 19-21, 2025

There being no further business to come before the Commission, Commissioner Baumgart made a motion to adjourn. Commissioner Sieck seconded the motion. The motion carried unanimously with a vote of 7 ayes and 0 nays. The meeting was adjourned at 12:33 p.m.

Respectfully Submitted,
WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Dave Baumgart, Secretary



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Planning Commission Minutes of March 19, 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 03-19-25 Minutes Planning Commission Meeting

**WILLMAR PLANNING COMMISSION
WEDNESDAY, MARCH 19, 2025
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, March 19, 2025, at 6:00pm at City Hall.

Members Present: Steve Dresler; Gary Newberg; Christopher Buzzeo; Stacy Holwerda; and Yvon Fils-Aime (arrived at the end of item 6.2.1).

Members Absent: Bob Poe.

Others Present: Christopher Corbett (Director of Planning & Development); Christopher Frank (City Planner); and Jennifer Kotila (WCT).

1. Chairman Dresler called for order at 6:00PM.
2. Roll Call.
3. Additions/Deletions: Planner Frank requested an addition to the agenda for 7.1 Director's Report – Discussion on Annexation and Future Growth. **Commissioner Newberg motioned, seconded by Commissioner Holwerda, to add the item under Director's Report 7.1. The motion passed unanimously.**
4. Minutes:
 - 4.1. **Commissioner Buzzeo motioned, seconded by Commissioner Newberg, to approve the March 5, 2025, meeting minutes. The motion passed unanimously.**
5. General Public Testimony: None.
6. **REGULAR BUSINESS**

6.1 HEARING AND ACTION

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

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

The Commission considered a motion to recommend to the City Council the vacation of a parcel of land north of the LaPatka property, which mistakenly encroaches on the LaPatka property. The City initiated the right-of-way vacation, and no issues were raised. The vacation is in return for easements that will provide access to utilities and maintenance for Public Works and WMU.

Commissioner Newberg motioned to recommend to City Council to vacate the north piece of the Lapatka right-of-way, located at 233 Gorton Ave NW. Commissioner Buzzeo seconded the motion and it passed unanimously.

6.1.2 CHRISTIANSON PLLP: MAJOR SUBDIVISION

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

The subdivision involves subdividing a block, adding it to a parcel to create a near-square parcel. The new parcel will be landlocked, but the owners are working on an easement for access across the Convention Center property.

The Commission held a public hearing for the major subdivision. No members of the public were present, and the hearing was closed.

The Commission reviewed comments from the City Engineer and MnDOT regarding water drainage, which will be addressed during the building permit process.

Commissioner Buzzeo moved to approve the major subdivision, Commissioner Newberg seconded the motion, and it passed unanimously. The Commission then read the affirmative major subdivision findings of fact into the record.

6.2 PLATS

6.2.1 CHRISTIANSON PLLP: PRELIMINARY AND FINAL PLAT APPROVAL

Following the previous approval of the major subdivision, **Commissioner Dresler moved to approve the preliminary and final plats for Christianson PLLP, Commissioner Holwerda seconded the motion, and it passed unanimously.**

6.3 BRIEFINGS

None.

7. DIRECTOR'S REPORT

Director Corbett provided a presentation on annexation and future growth (see attached PowerPoint). The discussion stemmed from a question posed by City Councilmember Stephen Gardner regarding the Planning Commission's stance on future annexations.

The Commission reviewed the Urban Growth Boundary, which has remained unchanged since its establishment in 2009. Areas marked with gray stripes on the map are classified as Phase One for potential annexation, while areas beyond are designated Phase Two. The city's current focus is on development within existing city limits, with no immediate need to expand into the urban growth boundary within the next 5 to 15 years.

Director Corbett emphasized that strengthening infrastructure within city limits is a more valuable investment, as it fosters growth without creating additional financial strain. In contrast, annexing parcels outside the city limits—particularly those lacking public utilities—can contribute to urban sprawl and financial liabilities.

The Comprehensive Plan provides guidelines for annexation, considering financial feasibility, economic development potential, and environmental impact limitations. Director Corbett presented several examples of possible annexation sites, including:

- The proposed WMU site, which could support Residential and/or Regional Commercial use; no utilities are provided
- An area near 8th St NE; developed property with public utilities provided
- The region surrounding Eagles Lake; developed property, public utilities are provided
- The Industrial Park; immediate future need to provide utilities to the Rail Park

Commissioners engaged in a discussion about the challenges and considerations associated with each site, including infrastructure costs, potential resident opposition from those with existing private utility systems, and the necessity of a compelling rationale for annexation.

8. MISCELLANEOUS

9. ADJOURN

Commissioner Buzzeo moved to adjourn the meeting, seconded by Commissioner Newberg, and passed unanimously. The meeting was adjourned at 6:47PM.

AGREEMENT TO CLARIFY CITY RIGHT-OF-WAY LINES

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

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

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

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

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

PROPERTY OWNER:

CITY:

TONY LAPATKA

CITY OF WILLMAR

By: _____
Anthony LaPatka, as himself

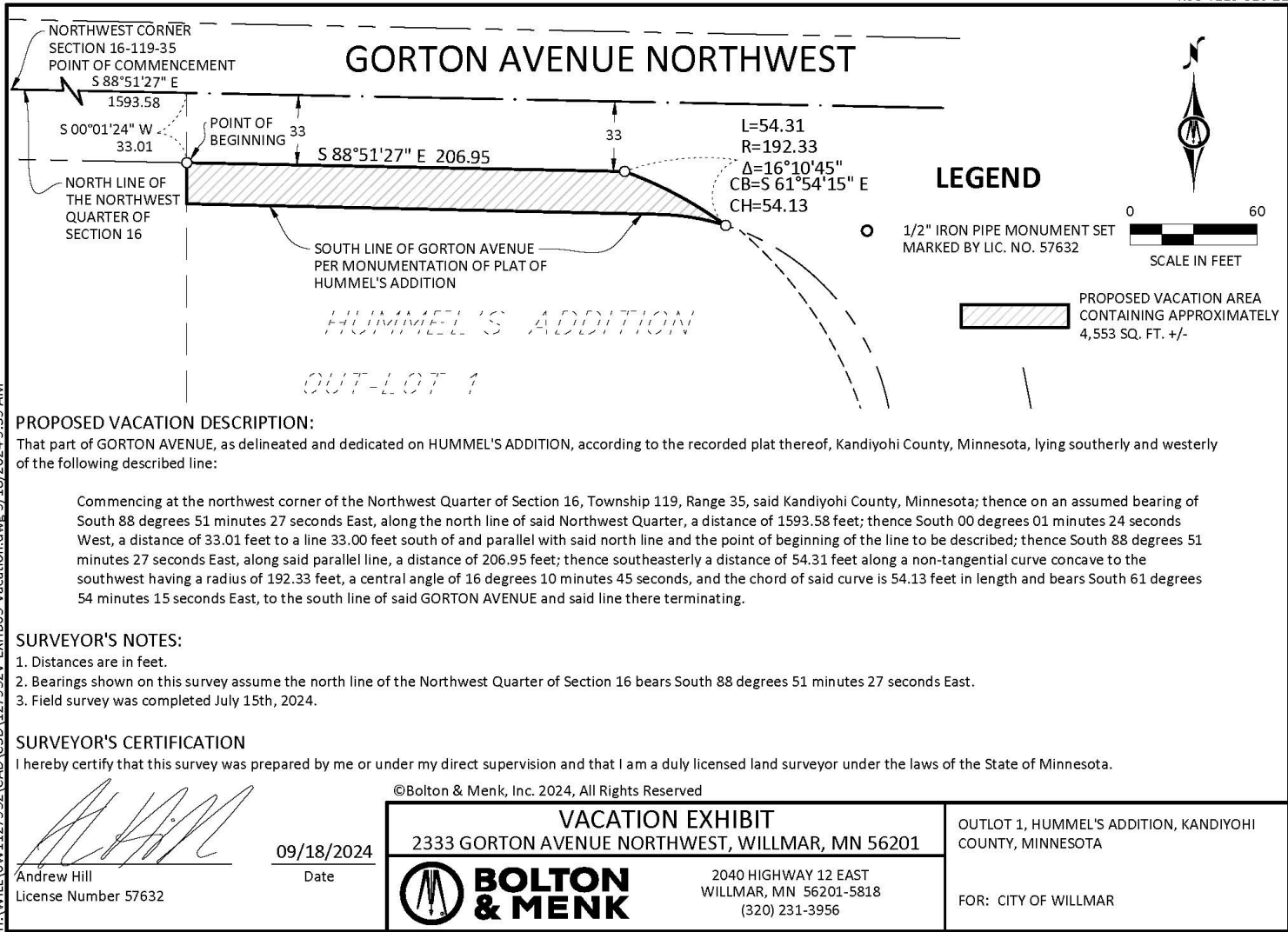
By: _____
Douglas E. Reese, Mayor

By: _____
Mary LaPatka, as herself

By: _____
Leslie Valiant, City Administrator

EXHIBIT A – VACATION EXHIBIT

R35-T119-S16-21



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

R35-T119-S16-21



PROPOSED DESCRIPTION:

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

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

SURVEYOR'S NOTES:

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

SURVEYOR'S CERTIFICATION

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


 Andrew Hill
 License Number 57632

09/18/2024
 Date

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SHEET 2 OF 2

EASEMENT EXHIBIT 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

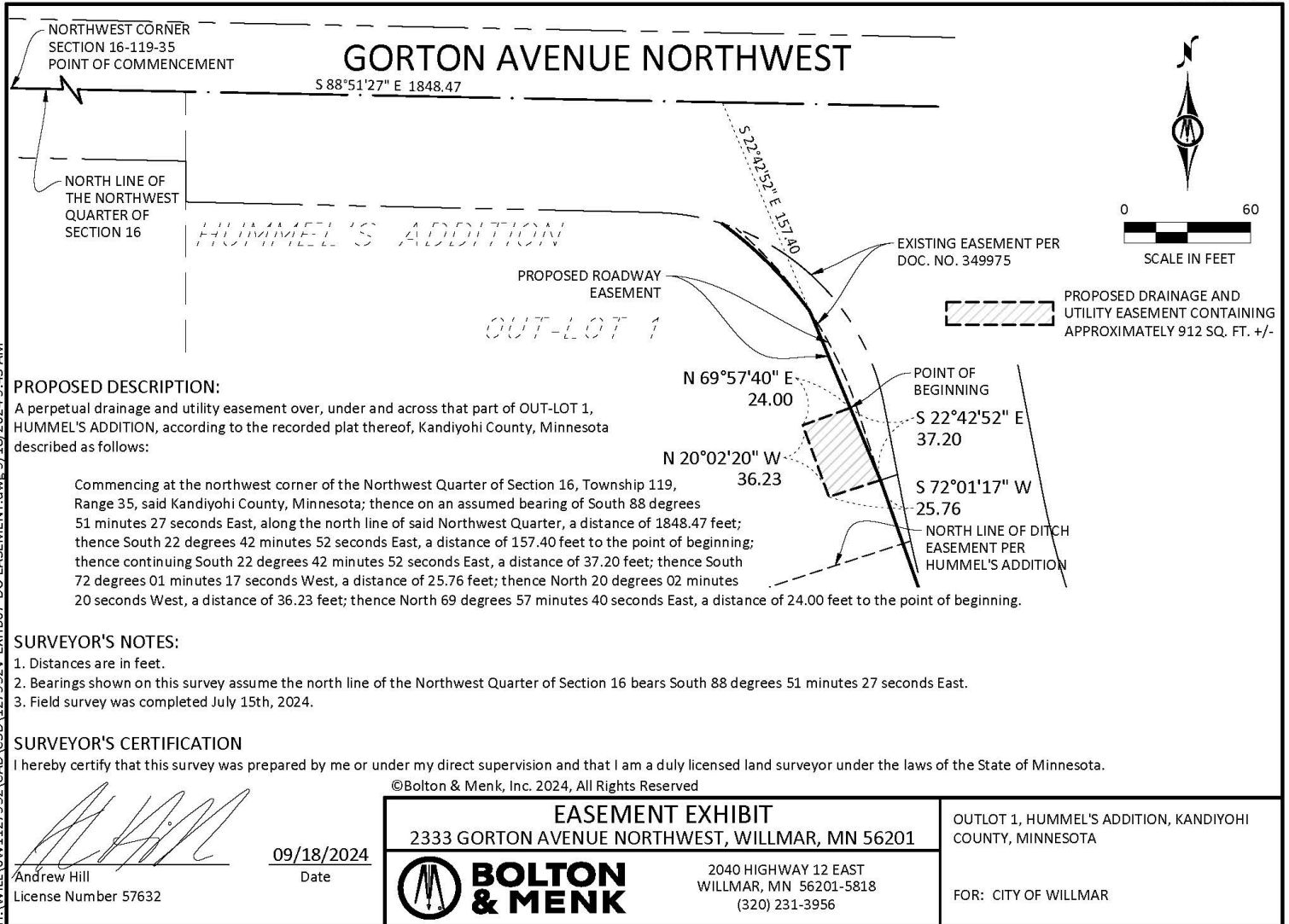
FIELD BOOK:

DRAWN BY: FRD

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EXHIBIT C – EASEMENT DEPICTION AND DESCRIPTION

R35-T119-S16-21



JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

RESOLUTION NO. 2025-025

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

Motion By: Fagerlie

Second By: Davis

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

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

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

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

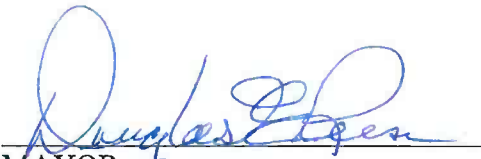
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that:

1. Pursuant to Charter Section 9.01, subdivision 2, the Council hereby initiates the vacation of that certain portion of public right-of-way in the City of Willmar, Kandiyohi County, Minnesota, as legally described and depicted in the attached Exhibit A.
2. The Council intends that the vacation proposed herein be subject to the following conditions: (a) the final execution of the Agreement to Clarify City Right of Way Lines by property owner and the City; and (b) the final approval and execution by the Property Owner of an Easement Agreement, reserving certain drainage and utility easements to the City.
3. That the Council conduct a public hearing at 6:30 p.m. on April 7, 2025 in the Willmar Municipal Utilities Auditorium, 700 Litchfield Ave SW, Willmar, MN 56201
4. That the purpose of the public hearing will be to consider the vacation of a portion of the public right-of-way on Gorton Avenue NW comprising 4,553 square feet in size,

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

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

Dated this 18th day of February, 2025.

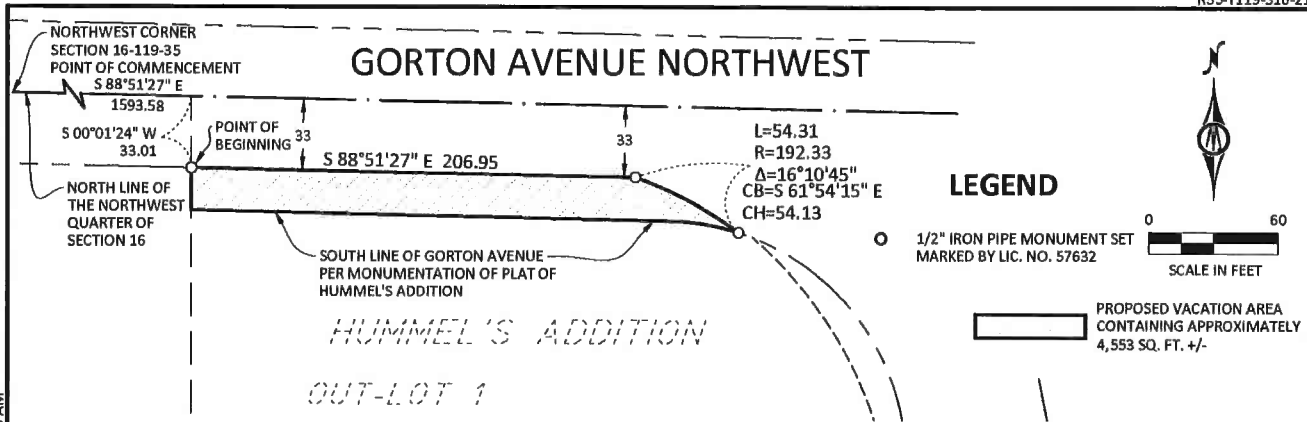

MAYOR

Attest:


CITY CLERK

Exhibit A **DEPICTION OF VACATION AREA**

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:

- Distances are in feet.
- 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.
- 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.

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Andrew Hill

Andrew Hill
License Number 57632

09/18/2024
Date

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

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Exhibit B

December, 2024



RESOLUTION NO. 2025-01

**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. 2025-025 from the Willmar City Council, dated February 18, 2025 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

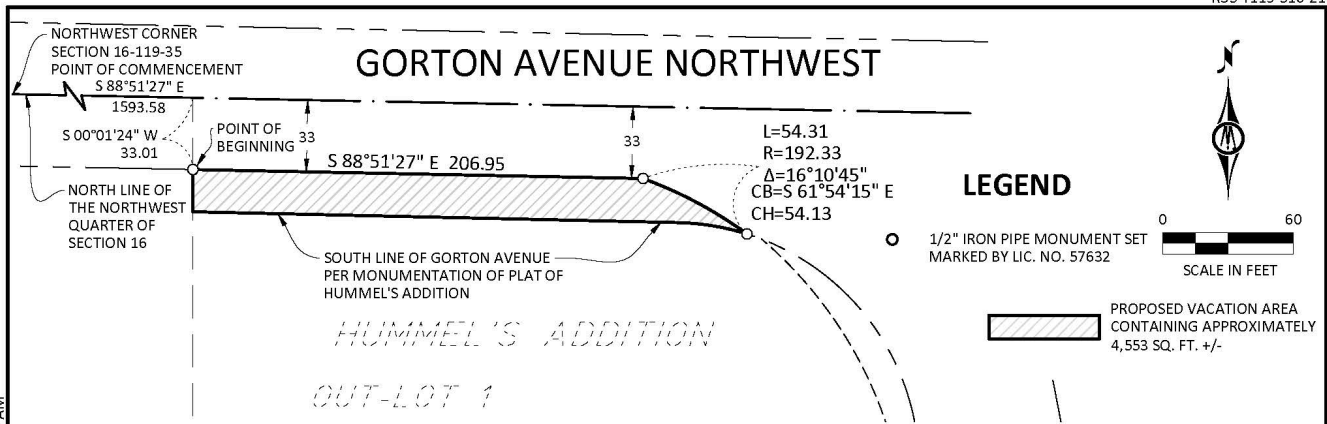
Attest:

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
License Number 57632

09/18/2024
Date

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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

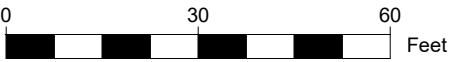
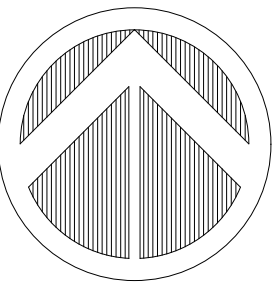
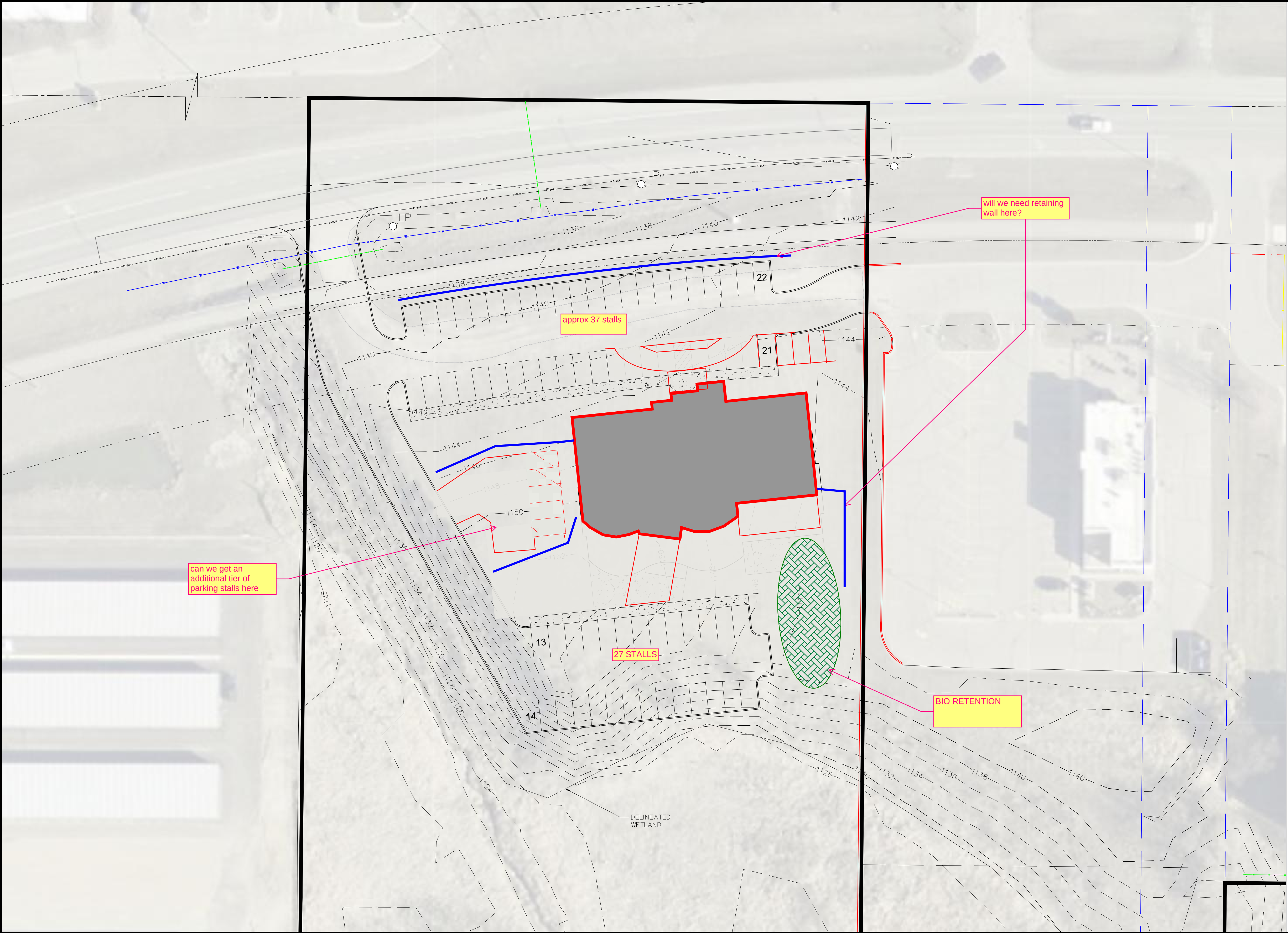
Andrew Hill

Applicant’s Signature:

* Date

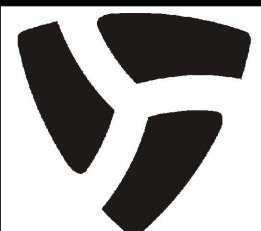
02/25/2025

Format: MM/DD/YYYY



DATE	REVISIONS	NO.	BY

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**DUININCK**

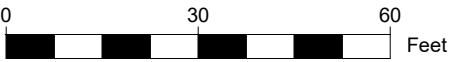
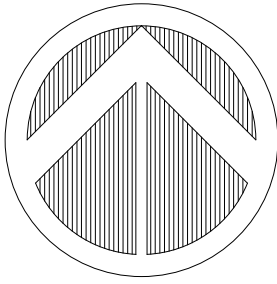
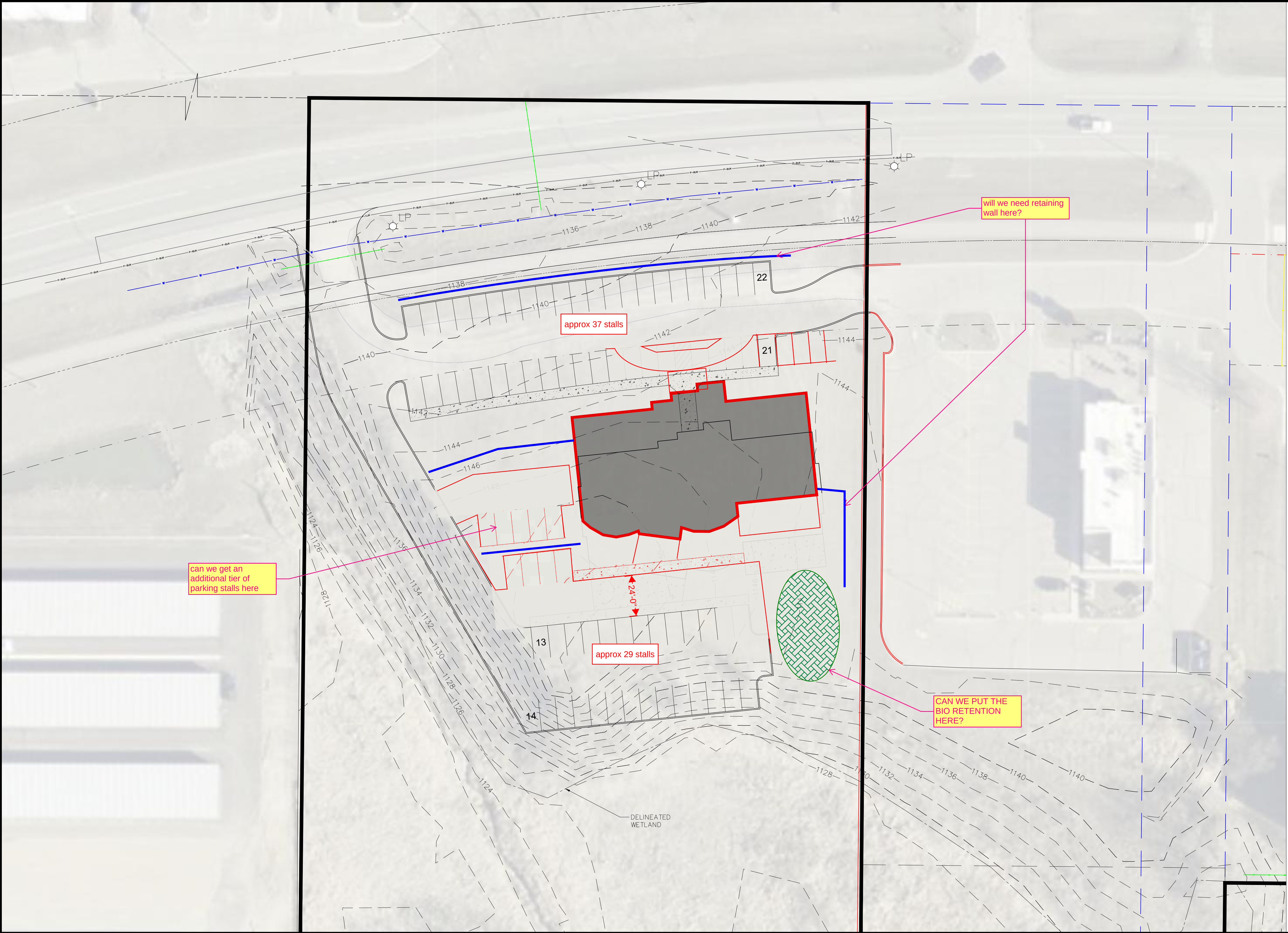
PHONE: (320)978-6011 FAX: (320)978-4978
P.O. BOX 208 408 SIXTH STREET
PRINSBURG, MN 56281

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: _____

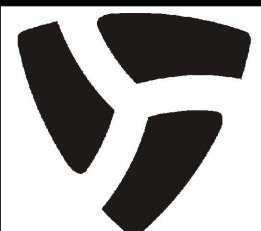
NAME: JASON VERSTEEG LIC. NO. 26505

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
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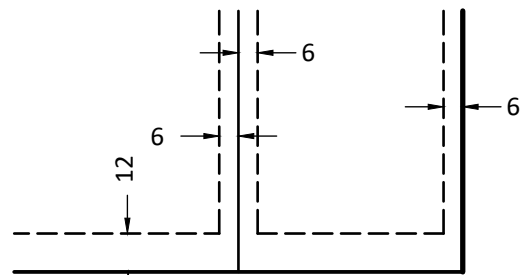
SIGNATURE: _____ DATE: _____

NAME: JASON VERSTEEG LIC. NO. 26505

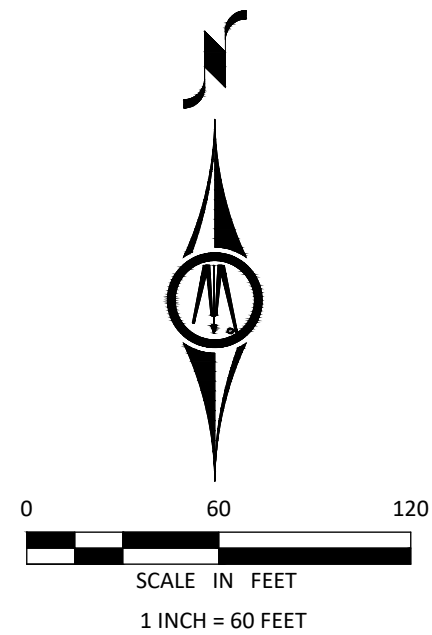
SCALE GRAPHIC	CHRISTIANSON CPA OFFICE CIVIL CONSTRUCTION PLANS PRELIM SITE PLAN	
DRAWN BY: JVS		
CHECKED BY: JVS	WILLMAR, MN	
SURVEYED BY: JB	DATE OCTOBER 28, 2024	SHEET C3.1

CHRISTIANSON ADDITION

DRAINAGE & UTILITY EASEMENTS ARE SHOWN THUS:



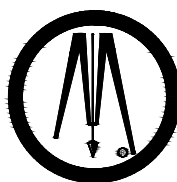
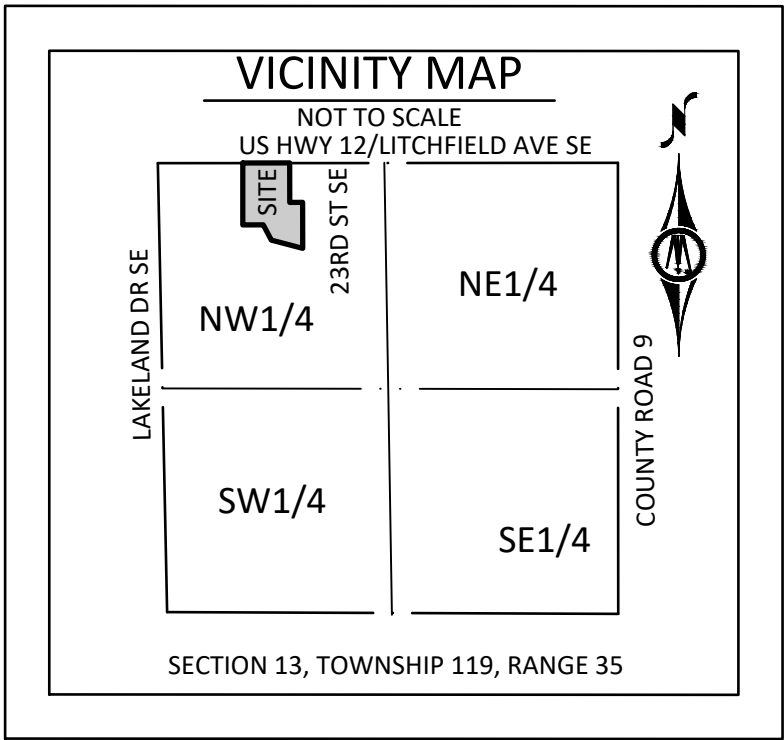
BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND REAR LOT LINES AND BEING 12 FEET IN WIDTH AND ADJOINING PUBLIC WAYS, UNLESS OTHERWISE INDICATED.



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__.

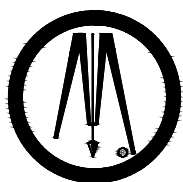
Kandiyohi County Auditor/Treasurer

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

His Land Company, LLC

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.

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AND

Christianson & Associates Properties II, LLC

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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 LIC. 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 from street right-of-way, 50 feet if along state or federal highways

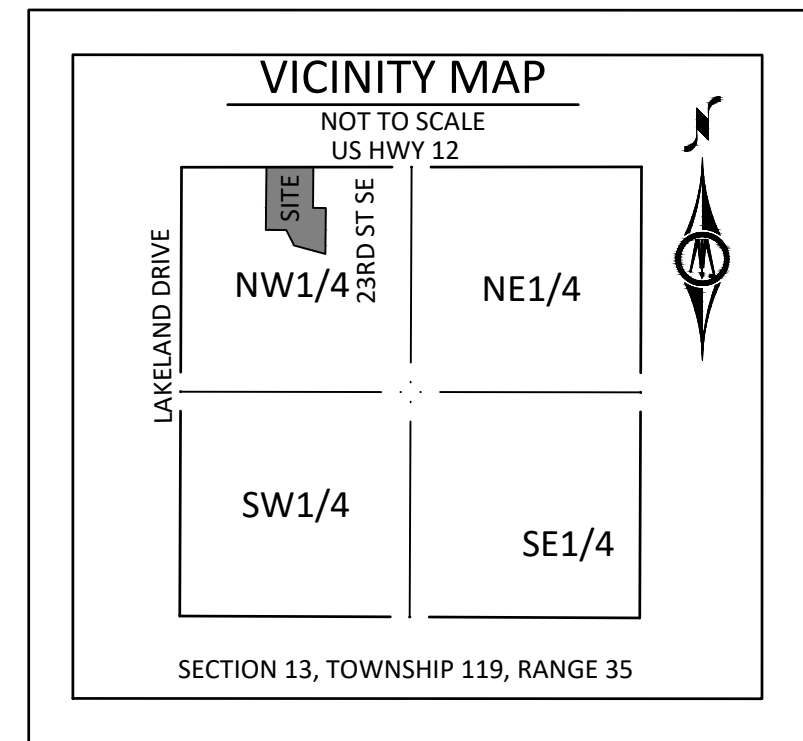
SURVEYORS NOTES

- 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

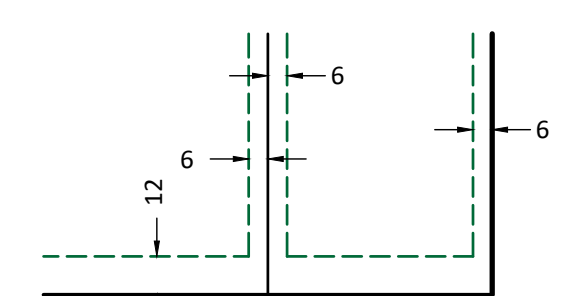
SURVEYOR'S CERTIFICATION

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.

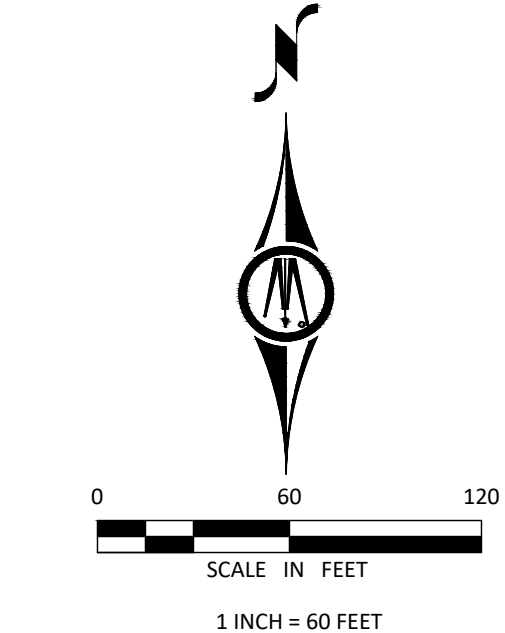
Andrew Hill
License Number 57632
02/24/2025
Date



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

CHRISTIANSON LLP NEW BUILDING: MAJOR SUBDIVISION

Departmental Reviews:

WMU Water:

No Concerns.

WMU Electric:

No Concerns.

Fire:

No Concerns.

Police:

No Concerns.

Public Works:

No Concerns.

Building Official:

No Concerns.

Engineering:

See attached letter.

MNDOT:

Has requested additional information, but has made no comments at this time.



**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 11, 2025

Christopher Frank, City Planner
City of Willmar
333 SW 6th Street
Willmar, MN 56201

Via e-mail: cfrank@willmarmn.gov

RE: Christianson & Addition Preliminary & Final Plat
City of Willmar, Minnesota
Project No.: OW1.124785

Dear Christopher,

We have reviewed the preliminary and final plats for the Christianson Addition which were sent via an email dated February 26, 2025. We have the following comments:

1. The applicant shall be responsible for obtaining access and work within the right-of-way permits from MnDOT.
2. Lot 3 Block 1 is not adjacent to public right-of-way and without an access easement or another provision for access, will not be accessible.
3. The existing service road easement per document number 566478, shall be privately held and maintained.
4. The applicant shall submit a site plan complete with all required documents and permits prior to a building permit being issued for the site.

We recommend approval of the preliminary and final plats contingent on the above-mentioned comments as well as comments received from City staff, Planning Commission, and the City Council.

If you have any questions regarding the above, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

Major Subdivision Findings of Fact

Subdivision Ordinance of the City of Willmar, 14-102

(e) Applicable Findings. In reviewing major or minor subdivision applications under this Ordinance, the Planning Commission and City Council shall consider all aspects of the proposed subdivision; particular attention shall be paid to the width and location of streets, sidewalks, suitable sanitary utilities, surface drainage, lot sizes and arrangements, as well as requirements such as parks and playgrounds, schools, recreation sites, and other public uses when applicable. All of the following findings shall be made prior to the approval of a subdivision:

- (1) All the applicable provisions of the Municipal Code and Ordinances are complied with, including, but not limited to, the Zoning and Stormwater Ordinances.
- (2) There is no factual demonstration of a substantial/appreciable negative impact to the present and potential surrounding land uses.
- (3) The area surrounding the subdivision can be planned and developed in coordination and compatibility with the proposed subdivision.
- (4) The subdivision is consistent with the City Comprehensive Plan.
- (5) The subdivision preserves and incorporates the site's important existing natural, scenic, and historical features to the greatest extent possible.
- (6) All land intended for building sites can be used safely without endangering the residents by peril from floods, erosion, continuously high water table, severe soil conditions, or other menace.
- (7) The subdivision can feasibly be served with public facilities, infrastructure, and services, and the developer will satisfy this Ordinance's requirements for the construction of such.



Annexation + Future Growth

*Presented to: Planning Commission
Wednesday, March 19, 2025*

ANNEXATION

- Annexation is a procedure by which cities grow by adding territory, typically contiguous to the existing city limits.
- Cities annex land to provide services: police & fire protection, extend city regulations, and expand their tax base.



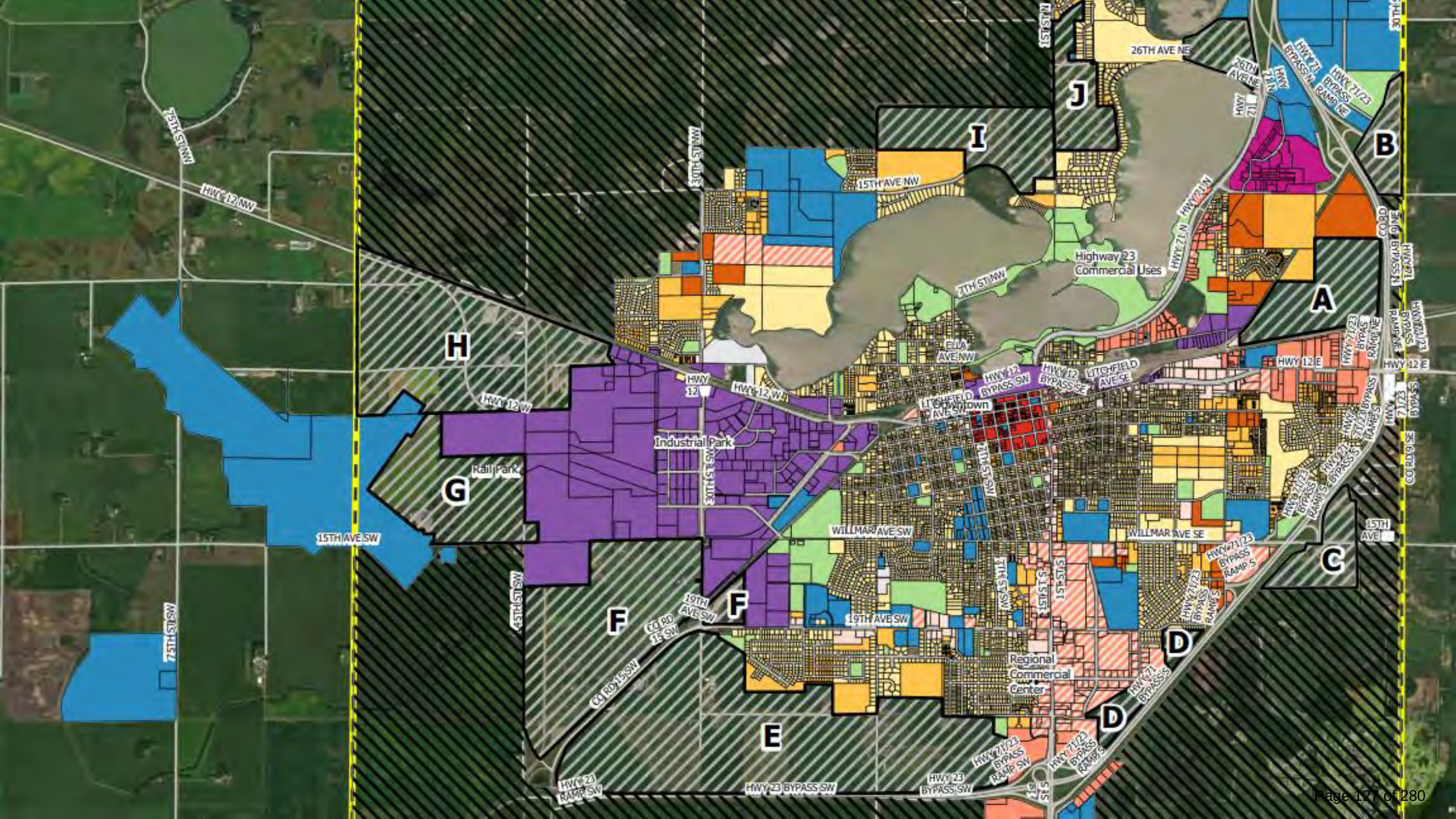
ANNEXATION - METHODS

- Orderly Annexation Agreements
- Ordinance
- Election (rare)





What is the Planning Commission's perspective on the future annexation of property to expand Willmar?



URBAN GROWTH BOUNDARY

- While the need for expansion into the UGB is not anticipated in the near term.
- The future land-use plan does not extend into the UGB to prioritize development within city limits.
- However, the city may support annexation of areas within the UGB for development, provided the following considerations are met positively.



URBAN GROWTH BOUNDARY CONSIDERATIONS

1

Financial Feasibility: Assess the cost of extending services such as water, sewer, roads, and emergency services to the annexed area. This includes evaluating the city's budget and potential revenue from the annexed area.

2

Economic Development: Consider how annexation can promote economic growth, attract businesses, and create job opportunities. This includes assessing the potential for commercial and industrial development.

3

Environmental Impact: Evaluate the potential environmental impact of annexation, including effects on natural resources, wildlife habitats, and green spaces.





Willmar Ave SE + Bypass





13-429-0115

13-429-0120

13-429-0124

13-429-0122

REUSS PROPERTIES, LLC

13-429-0130

REUSS PROPERTIES, LLC

13-429-0140

REUSS PROPERTIES, LLC

13-429-0155

LTE INVESTMENTS LLC

13-429-0150

49th Ave NE

EAGLE LAKE REPAIR, LLC

13-429-0210

13-435-0010

13-435-0020

13-429-0220

13-429-0225

13-429-0230

13-025-0180

13-025-0190

13-025-0200

DAMHOF, CURTIS & SANDRA J

13-025-0210

13-045-0030

13-090-0110

50th Ave NE

13-090-0010

13-090-0020

13-090-0030

13-090-0040

13-090-0050

13-090-0060

13-090-0120

13-090-0130

13-090-0140

13-090-0150

13-090-0160

13-025-0300

13-025-0313

13-025-0313

NOBLE, JASON

13-347-0010

13-347-0020

ETTLER, THOMAS P & LISAK

NIELSEN, DARYL

13-351-0020

CARBERT, MICHAEL & PATTY BYE

13-025-0285

13-025-0240

13-025-0250

13-025-0260

13-500-0110

13-500-0100

13-500-0090

13-500-0070

13-500-0060

95-917-5610
CITY OF WILLMAR

LARSON JAMES DONALD 95-917-5810

CITY OF WILLMAR 95-917-5551

CITY OF WILLMAR

95-917-5511

WILLMAR RAIL PARK, LLC

95-878-0010

CITY OF WILLMAR 95-917-5510

CITY OF WILLMAR
95-917-5511

CITY OF WILLMAR 95-917-5800

95-872-2500

95-123-0200

3rd Ave Sw

95-872-2300

95-872-2400
CITY OF WILLMAR

95-872-2320 95-872-2330

95-872-2310

95-872-2410

32nd St SW

95-872-2380 95-872-2370 95-872-2360

95-872-2420

Trott Ave SW

2022 WILLMAR, LLC

95-872-3000



SHARE YOUR THOUGHTS

- Attend the Joint Work Session – Monday, March 24th at 6PM (Robbins Island)
- Submit Feedback on the Draft Plan via email (planning@willmarmn.gov) by Friday, April 11th

*Presented to: Planning Commission
Wednesday, March 19, 2025*

MINUTES
WILLMAR POLICE COMMISSION
Monday, February 3, 2025

A meeting of the Willmar Police Civil Service Commission was held on Monday, February 03, 2025, at the Law Enforcement Center in Willmar.

Present were Police Civil Service Commission members President Earline Schulstad, Vice President Lilbon Clark, and Secretary Kris Rosendahl. Interim Chief Mike Holme, Captain Mike Anderson, and Administrative Assistant Lynn Shuldes were also present.

The meeting was called to order by President Schulstad at 10:00 a.m.

A motion was made by Commissioner Rosendahl, seconded by Commissioner Clark to approve December 18, 2024, and January 22, 2025, minutes as submitted with the request to add City Operations Director Kyle Box to the bottom of the December 18th meeting minutes. **Motion carried.**

The rotation of Police Commission Officer positions for 2025 was discussed. Commissioner Clark stated that he would prefer to stay Vice President for one more year, if the Commission were agreeable to that. Commissioner Schulstad will remain as President, Commissioner Clark will remain as Vice President and Secretary will remain as Commissioner Rosendahl. A motion was made by Commissioner Schulstad to keep the positions the same as they were in 2024, seconded by Commissioner Clark.
Motion carried.

The Police Commission Rules and Regulations were reviewed. Section 22 will be updated to include the added position of Community Service Officer (full time). A motion was made by Commissioner Schulstad, seconded by Commissioner Clark to approve the Rules and Regulations as written, with the addition of the newly created CSO position. **Motion carried.**

Miscellaneous

Captain Anderson updated the Commission on the Community Service Officer (CSO) program and the status of the eight part-time employees currently filling those roles. He stated this program was designed to be an apprenticeship program and one of the requirements is that they be enrolled in a law enforcement program. Currently, three of the eight employed CSOs are meeting that requirement. The other CSOs met with Interim Chief Mike Holme and Sgt Chad Oakleaf and have been encouraged to become enrolled in a law enforcement program, as this is part of the CSO Directive. Additionally, WPD has recently received two applications from individuals who are interested in a CSO position. This is for information only.

Captain Anderson states CSO Rosa Rodriguez is doing well in her position.

Captain Anderson told the Commission that one of the current CSO employees has turned in an application for employment as a Police Officer. This person is a recent graduate and

has been working part-time for another agency as a licensed police officer. Commissioner Schulstad made the motion to extend an interview to this applicant, seconded by Commissioner Rosendahl. **Motion carried.**

Commissioner Schulstad presented a motion, regarding the Police Chief hiring, as follows: "The Willmar Police Commission reserves the right to recommend the best applicant for the WPD Chief position regardless of how the applicants score or end up with points. We do not have to recommend the person who scores the highest. We would recommend the best applicant that the WPD Commission feels would best fit the job." This was seconded by Commissioner Clark. **Motion carried.**

Commissioner Schulstad asked that Administrative Assistant Shuldes schedule a meeting for Wednesday, February 5th at 9:30 am to be held at the Law Enforcement Center with Administrator Valiant and City Operations Director, Kyle Box, and the Police Commission to review and update the Chief hiring timeline as it relates to the upcoming interview process and beyond. All Commissioners agreed that this would be helpful.

Having no further business, the meeting was adjourned at 11:23 a.m.

by Lynn Shuldes

MINUTES

WILLMAR POLICE COMMISSION

Wednesday, February 12, 2025, 10:30 AM

A meeting of the Willmar Police Civil Service Commission was held on Wednesday, February 12, 2025, at Willmar City Hall, 333 6th Street SW, Willmar, Minnesota.

Police Civil Service Commission members President Earline Schulstad, Vice President Lilbon Clark, and Secretary Kris Rosendahl were present. Interim Chief Holme, Captain Anderson, Council Member Justin Ask, Fire Chief Frank Hanson, City Administrator Leslie Valiant, and City Operations Director Kyle Box were also present.

The meeting was called to order.

Approval of February 3, 2025, minutes. Motion by Rosendahl, Seconded by Clark to approve the minutes. All voted in Favor.

Interim Chief Holme presented the Rules & Regulations. Holme discussed rules and regulations regarding the CSO program. Interim Chief Holme presented additional language to expand the apprenticeship program for future CSOs.

Motion by Rosendahl, Seconded by Clark to adopt the updated language to the CSO policy.

Interim Chief Holme provided information on a current CSO employed by the City of Willmar. This employee has been unresponsive to various means of communication. It was determined that the CSO was fully employed by another organization outside of Law Enforcement. Interim Chief Holme recommended that the Commission approve the separation from employment with Jacob Leiva.

Schulstad, Seconded by Clark to begin the separation of employment with Jacob Leiva.

Interim Chief Holme provided two applications to the Commission for Patrol Office positions. The applicants are current CSOs employed by the City of Willmar. Initial interviews were completed during the CSO process; however, it was recommended that additional interviews be conducted for the Patrol Office positions.

Motion by Rosendahl, Seconded by Schulstad, to schedule interviews with the applicants. All voted in favor.

The Commission discussed interview scheduling. The Commission expressed a desire to wait until the Police Chief hiring process is defined before scheduling Patrol Officer.

Motion Rosendahl, Seconded by Schulstad to wait on scheduling future Patrol Officer interviews until the Police Chief position timeline is solidified. All voted in favor.

Interim Chief Holme discussed interviews for additional CSOs. Holme commented that there are 4 – 5 CSO applications. It was discussed that one member of the Police Commission would be involved in the interview process with CSOs.

Interim Chief Holme and Captain Anderson were excused for the remainder of the meeting.

City Administrator Valiant provided an overview of the hiring process for the Police Chief position. Administrator Valiant reviewed each applicant's raw score, including the application, interview, and questionnaire scores.

The Police Commission and the Interview Panel reviewed the Candidates by number and provided insight into the interviews.

The Commission discussed additional testing for candidates selected by the Commission as finalists.

Motion by Schulstad, Seconded by Clark, to utilize Martin McAlister to conduct additional background and testing of the finalist selected by the Police Commission within a three-week time frame of the firm being contacted. All voted in favor.

After further discussion, the Commission identified finalists: Candidates 1, 3, and 5 will be selected as finalists for the Police Chief position.

Motion by Clark, Seconded by Rosendahl, to certify the finalists and to be identified as Michael Holme, Michael Anderson, and Samuel Schaeffbauer.

Finalists will be notified of the Police Commission's selection and be notified for further testing.

There was further discussion on the selection and recommendation process to the City Administrator and the City Council.

At 12:42 PM, Motion by Schulstad, Seconded by Clark, to adjourn. All voted in favor.

By Kyle Box

MINUTES

WILLMAR POLICE COMMISSION

Monday, March 10, 2025, 10:30 AM

A meeting of the Willmar Police Civil Service Commission was held on Monday, March 10, 2025, at Willmar City Hall, 333 6th Street SW, Willmar, Minnesota.

Police Civil Service Commission members President Earline Schulstad, Vice President Lilbon Clark, and Secretary Kris Rosendahl were present. Council Member Justin Ask, City Administrator Leslie Valiant, Human Resource Director Alissa Gambrel, and City Operations Director Kyle Box were also present.

The meeting was called to order.

City Administrator Leslie Valiant opened the discussion on the Police Chief hiring process. Member Rosendahl asked two clarifying questions regarding candidate qualifications and potential conflicts of nepotism. Questions of qualifications and any potential nepotism will be reviewed by city staff and the city attorney.

Administrator Valiant reviewed the process and provided the next steps in the hiring process following the assessments completed by Martin-McAllister Consulting Psychologists, Inc.

Candidate meet-and-greet will be determined for scheduling in March or as schedules allow.

At 11:21 AM, Motion by Clark, Seconded by Rosendahl, to adjourn. All voted in favor.

By Kyle Box



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.I.
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:	Establishing 2025 Municipal State Aid Streets		

RECOMMENDED ACTION:

Adopt the resolution adding designation of 6th Street SE from Willmar Avenue to Olena Avenue for Municipal State Aid.

OVERVIEW:

The City of Willmar is designated as a Municipal State Aid (MSA) community due to its population exceeding 5,000, and receives annual funding from the Highway User Tax Fund (HUTF) based on population and calculated "Monetary Needs." During an analysis of the City's 127 miles of street, it was found that 0.25 miles had not been designated as MSA routes, missing out on funding. 6th Street SE from Willmar Avenue to Olena Avenue has been identified as a candidate for MSA funding. A resolution to establish Municipal State Aid Highways is recommended for adoption by the City Council to maximize funding for the City.

BUDGETARY/FISCAL ISSUES:

Future reconstruction and maintenance costs would be shared by MnDOT per State Aid policies.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Establish State Aid 6th St SE
2. Council MSAS Route Designations Memo

Resolution No. _____

A RESOLUTUION ESTABLISHING MUNICIPAL STATE STREETS.

Motion By: _____ Second By: _____

WHEREAS, it appears to the City Council of the City of Willmar that the streets hereinafter described should be designated as a Municipal State Aid Street under the provisions of Minnesota Law, as follows:

NOW THEREFORE IT BE RESOLVED, BY THE City Council of the City of Willmar that the streets described as follows, to-wit:

6th Street SE from Willmar Avenue to Olena Avenue (0.25 miles)

be, and hereby are established, located, and designated as Municipal State Aid Streets of said City subject to the approval of the Commissioner of Transportation of the State of Minnesota.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for their consideration, and that upon their approval of the designation of said streets or portions thereof, that same be constructed, improved, and maintained as a Municipal State Aid Streets of the City of Willmar, to be numbered and known as Municipal State Aid Streets.

Dated this 7th day of April, 2025.

Mayor

Attest:

City Clerk

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted, and approved by the City Council of said City on April 7, 2025.

City Clerk

(SEAL)

City of Willmar

MEMORANDUM

Date: March 26, 2025
To: Honorable Doug Reese and Members of the City Council
City of Willmar
From: Jared Voge, P.E.
City Engineer
Subject: 2025 Municipal State Aid Street System
Willmar, Minnesota
Project No.: OW1.124785

The City of Willmar is a Municipal State Aid (MSA) designated community based on its population exceeding 5,000. As a result, the city receives funding annually from the Highway User Tax Fund (HUTF). The funding is based on population and "Monetary Needs" as calculated by an established formula. Annually, as an accounting of the city's total mileage, 20 % of the mileage can be designated as MSA routes. During our analysis of the city's total street mileage, (127 miles) it was noted that 0.25 eligible miles had not been designated as a MSA route and as a result, had not been drawing "Monetary Needs".

In order to maximize funding through the HUTF, we have identified 6th Street SE from Willmar Avenue to Olena Avenue as a candidate for MSA funding.

Please find attached a resolution Establishing Municipal State Aid Highways for council consideration.

We recommend that the City Council adopt the attached resolution to maximize MSA funding for the city.

If you have any questions, please call.

JAV/np





City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Local Government Resolution, Business Development Infrastructure Application		

RECOMMENDED ACTION:

Adopt the Resolution approving the Business Development Infrastructure application to be submitted

OVERVIEW:

The Minnesota Department of Employment and Economic Development (DEED) has the authority to make grants to counties or cities to provide up to 50 percent of the capital costs of public infrastructure necessary for an eligible economic development project. The purpose of the grants is to keep or enhance jobs in the area, increase tax base, or to expand or create new economic development.

Eligible applicants are statutory or home rule cities or counties located outside the metropolitan area, as defined in section 473.121, subdivision 2.

An eligible project is expected to result in or will attract substantial public and private capital investment and provide substantial economic benefit to the county or city in which the project would be located. The project is expected or will create or retain full-time jobs. An economic development project for which a county or city may be eligible to receive a grant includes:

1. Manufacturing
2. Technology
3. Warehousing and distribution
4. Research and development
5. Agricultural processing, defined as transforming, packaging, sorting, or grading livestock or livestock products into goods that are used for intermediate or final consumption, including goods for nonfood use
6. Industrial park development that would be used by any other business listed as an eligible business even if no business has committed to locate in the industrial park at the time the grant application was made

This application request will be for identified infrastructure projects located within the Industrial Park.

BUDGETARY/FISCAL ISSUES:

NA

ALTERNATIVES TO CONSIDER:

NA

ATTACHMENTS:

1. BDPI App_Resolution

RESOLUTION NO.

**LOCAL GOVERNMENT RESOLUTION
BUSINESS DEVELOPMENT INFRASTRUCTURE APPLICATION**

Motion By: _____

Second By: _____

BE IT RESOLVED that the City of Willmar act as the legal sponsor for project(s) contained in the Business Development Infrastructure Application to be submitted on or before April 21, 2025 and that Mayor and City Administrator are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Willmar.

BE IT FURTHER RESOLVED that the City of Willmar has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Willmar has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Willmar may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that the non-BDPI source(s) of funds identified in the sources and uses outline in the application in the total amount of \$1,871,942 are committed and adequate to fully fund the project identified in the application.

BE IT FURTHER RESOLVED that the sources of the Applicant's matching funds shall be the Industrial Park fund which has adequate funding to cover the commitment.

BE IT FURTHER RESOLVED that per MN statute 116J.431 Subd 7, the City of Willmar understands the grant may be cancelled if the project identified in the Application is not proceeding within 18 months of the execution of a grant agreement, or if not complete after five years of any grant award.

BE IT FURTHER RESOLVED that the City of Willmar acknowledges that allowing an ineligible business to locate in the area directly served by the funded infrastructure may trigger a default of the grant and cause repayment by the City of Willmar.

The City of Willmar certifies that it will comply with all applicable laws, regulations, and rules of the Business Development Infrastructure Application.

NOW, THEREFORE BE IT RESOLVED that Mayor and City Administrator, or their successors in office, are

hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the Willmar City Council of the City of Wilmar on April 7, 2025.

SIGNED:

Douglas E. Reese

Title and date

WITNESSED:

(Signature)

Title and date

SIGNED:

Leslie M. Valiant

Title and date

WITNESSED:

(Signature)

Title and date



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.K.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Kyle Box, City Operations Director
Item:	Agricultural Land Lease Extension		

RECOMMENDED ACTION:

Adopt a Resolution approving the Agricultural Land Lease Extension

OVERVIEW:

The City has received a request from a tenant of a current to install drain tile and extend the current agricultural lease. The rented land, internally referenced as ROW 3, is immediately adjacent to the sod runway at the Willmar Airport and contains approximately 10.62 tillable acres bid at \$20/ acre for the current contract. This area is landlocked, with the only access belonging to the current tenant. This request to install drain tile has been reviewed by the Public Works Director and Airport Manager and does not concern the current or future operations of the airport.

The tenant is requesting to make approximately \$17,000 in improvements to city land. Improvements made by the tenant are the tenant's responsibility but must be permitted by the City before any improvements can be made (Articles 11 & 12 of Agricultural Land Lease Agreement). The tenant also requests to extend the current lease agreement an additional 9 years beyond the current contract at an increased rent price of \$100/ acre.

The current land lease agreement expires on 12/31/2026. The tenant is requesting to extend the lease from 1/1/2027 to 12/31/2035 at \$100/ acre.

BUDGETARY/FISCAL ISSUES:

2025 - 2026: \$212.40/ year

2027 - 2035: \$1,062/ year

ALTERNATIVES TO CONSIDER:

Adjust the length of the extension request

Adjust the price per acre within the extension request

ATTACHMENTS:

1. Ag. Extension ROW 3_Resolution

2. MAP
3. Template Ag Lease

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE AMENDMENT TO THE AGRICULTURAL LAND LEASE
AGREEMENT FOR ROW 3**

Motion By: _____

Second By:_____

BE IT RESOLVED, by the City Council of the City of Willmar, that he amendment to ROW 3 Agricultural Land Lease Agreement for the period of January 1, 2027 to December 31, 2035 is accepted, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to sign the extension with the lessee for the terms and considerations of the contract.

Dated this 7th day of April, 2025

MAYOR

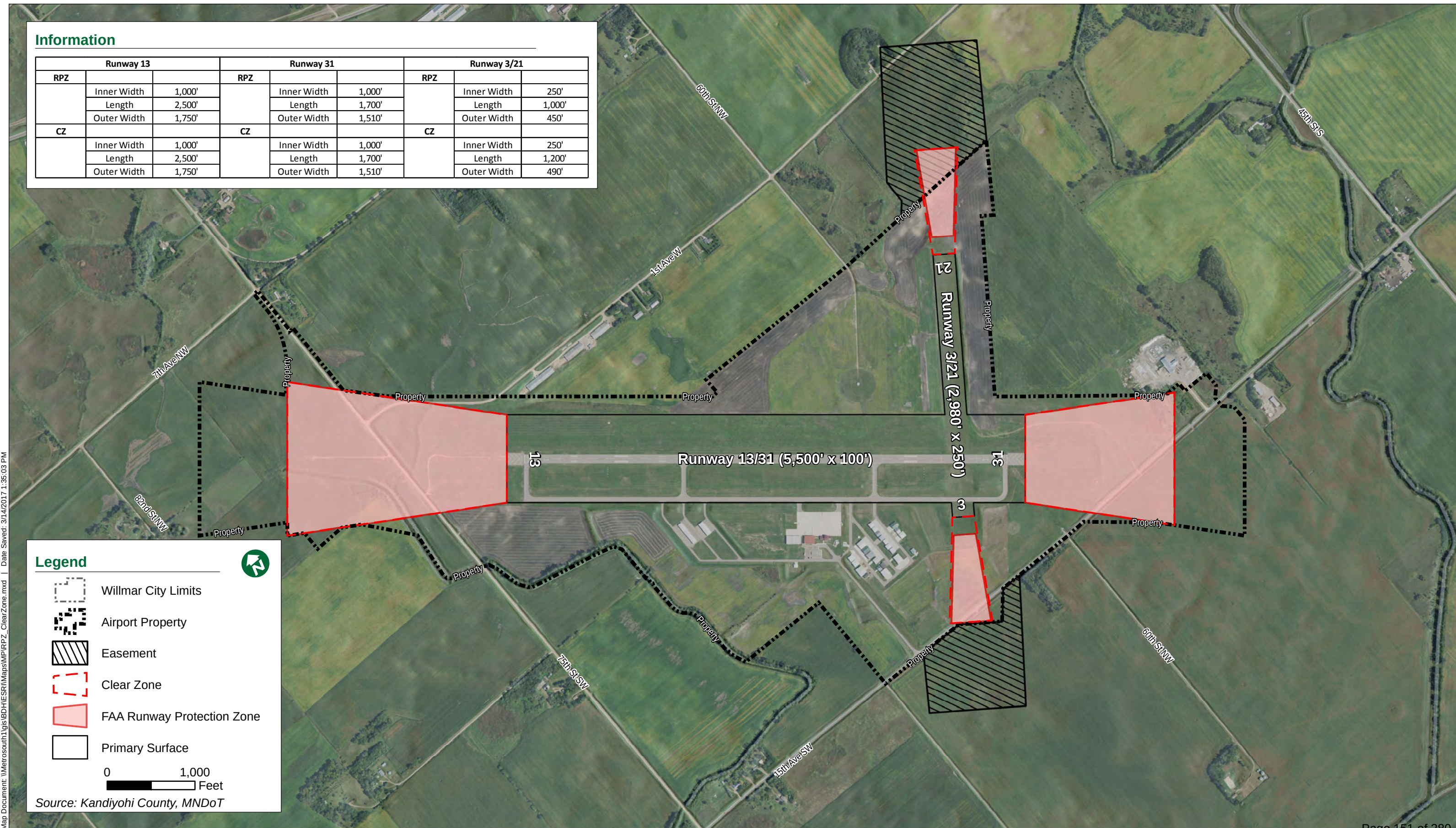
Attest:

CITY CLERK



Figure 2-8

Runway Protection Zone (RPZ) &
Clear Zone (CZ) Dimensions



AGRICULTURAL LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease” or “Agreement”) dated this 1st day of January, 2024, by and between the **CITY OF WILLMAR**, a Minnesota municipal corporation, (the “Landlord”), and _____, (the “Tenant”), (collectively the “Parties”).

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

ARTICLE ONE **Definitions and Terms**

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

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

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

1.3 “Commencement Date” means January 1, 2024.

1.4 “Expiration Date” means December 31, 2026.

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

[Insert legal description of leased premises]

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

ARTICLE TWO **Demising Clause**

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

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

ARTICLE THREE **Term and Possession**

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

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

ARTICLE FOUR

Rent

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

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

ARTICLE FIVE

Taxes and Payments

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

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

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

ARTICLE SIX

Permitted Use

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

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

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

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

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

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

6.6 Tenant shall not plant sugar beets on the Premises.

ARTICLE SEVEN

Utilities

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

ARTICLE EIGHT
Subletting and Assignment

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

ARTICLE NINE
Quiet Possession and Subordination

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

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

ARTICLE TEN
Landlord's Reserved Rights

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

ARTICLE ELEVEN
Alterations and Improvements

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

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

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

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

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

ARTICLE TWELVE

Repairs and Maintenance

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

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

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

ARTICLE THIRTEEN

Destruction or Damage

13.1 Tenant agrees:

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

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

ARTICLE FOURTEEN **Hold Harmless**

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

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

ARTICLE FIFTEEN **Holding Over**

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

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

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

ARTICLE SIXTEEN

Surrender of Possession

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

ARTICLE SEVENTEEN

Compliance with Laws, Ordinances and Regulations

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

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

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

ARTICLE EIGHTEEN

Insurance

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

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

ARTICLE NINETEEN

Default and Remedies

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

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

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

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

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

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

ARTICLE TWENTY

Notices

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

ARTICLE TWENTY-ONE

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

LANDLORD:
CITY OF WILLMAR

BY: _____

BY: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

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

Notary Public

TENANT:

BY: _____
 _____, Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

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

Notary Public

EXHIBIT A
Depiction of Premises
(Attached Map)

Exhibit B
(Certificate of Insurance)



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.L.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Willmar Community Theatre Inc. Lawful Gambling Application		

RECOMMENDED ACTION:

Approve Willmar Community Theatre Inc. Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar Community Theatre Inc. Lawful Gambling Application

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

4/23
Page 1 of 3

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Willmar Community Theatre Inc dba The Barn Theatre Previous Gambling Permit Number: X- X-92274-14-005

Minnesota Tax ID Number, if any: 9694468 Federal Employer ID Number (FEIN), if any: 41-1357711

Mailing Address: 321 Sw 4th St Po Box 342

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

Name of Chief Executive Officer (CEO): Naomi Lindquist

CEO Daytime Phone: 320-235-9500 CEO Email: director@thebarntheatre.com
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): The Barn Theatre

Physical Address (do not use P.O. box): 321 Sw 4th St

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

Date(s) of activity (for raffles, indicate the date of the drawing): April 24, 2025

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

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

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

LG220 Application for Exempt Permit

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

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☒ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: <u>City of Willmar</u>	Print County Name: _____
Signature of City Personnel: <u>[Signature]</u>	Signature of County Personnel: _____
Title: <u>City Operations Director</u> Date: <u>5/21/25</u>	Title: _____ Date: _____
TOWNSHIP (If required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)	
Print Township Name: _____	
Signature of Township Officer: _____	
Title: _____ Date: _____	

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

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 5/21/25
 (Signature must be CEO's signature; designee may not sign)

Print Name: Naomi Lindquist

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
Complete a separate application for: - all gambling conducted on two or more consecutive days; or - all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Mail application with: - a copy of your proof of nonprofit status; and - application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

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

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

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

An equal opportunity employer



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.M.
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, 3/13/25 - 4/2/25		

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 3.13.25 - 4.2.25
2. EFT 580.583

Vendor Payment Listing

March 13, 2025 thru April 2, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103800	AFLAC	547545	74085	775.43	Premiums withheld from employees in March
102336	CANON FINANCIAL SERVICES INC	39084217	74086	127.77	291358-2
102336	CANON FINANCIAL SERVICES INC	39083817	74086	134.15	291358-3
102336	CANON FINANCIAL SERVICES INC	39083219	74086	140.23	291358-1
101335	COALITION OF GREATER MN CITIES	10651	74087	175.00	CGMC 2024 Fall Conference-Nelsen
104196	Green Flush Restrooms	WM-02	74088	16,522.90	DNR Grant for Trailhead Project
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/03-25	74089	1,445.75	KANDI CO-OP ELECTRIC
100541	MUNICIPAL UTILITIES	STMT/02-25	74090	37,572.07	municipal utilities feb 2025
102915	VERIZON WIRELESS	6108058527	74091	2,413.41	Verizon Mar/Apr
103696	ACE ROLLOFFS & DISPOSAL	237/04-25	74092	52.70	Garbage service
103696	ACE ROLLOFFS & DISPOSAL	235/03-25	74092	29.20	Garbage
103696	ACE ROLLOFFS & DISPOSAL	234/03-25	74092	101.54	Garbage
103696	ACE ROLLOFFS & DISPOSAL	236/03-25	74092	176.12	Garbage
103696	ACE ROLLOFFS & DISPOSAL	231/03-25	74092	46.15	Garbage
103557	AMAZON CAPITAL SERVICES	1M1X-746T-94DY	74093	92.42	Office supplies
103557	AMAZON CAPITAL SERVICES	1XCL-RJM9-3667	74093	378.87	Scoreboard
103557	AMAZON CAPITAL SERVICES	1G66-6TNV-HFRG	74093	104.34	Soccer Net Clips
103557	AMAZON CAPITAL SERVICES	1N9C-FVPR-9LVH	74093	124.74	Plastic Shrink Wrap
103557	AMAZON CAPITAL SERVICES	1RKM-Y64Y-CLRV	74093	89.19	Concessions
103557	AMAZON CAPITAL SERVICES	1NRJ-3CVN-P339	74093	141.57	CERT supplies - Abdominal pads/Wound Dressing
103557	AMAZON CAPITAL SERVICES	1G9T-7NK4-DFFR	74093	494.68	Portable Scoreboard
103557	AMAZON CAPITAL SERVICES	1K4Q-4MKL-6D7H	74093	199.54	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	1R3Y-6X91-V6HY	74093	90.57	Pressure Spray
103557	AMAZON CAPITAL SERVICES	1RWJ-N71F-H9FK	74093	144.35	Pickleballs and Paddles
103557	AMAZON CAPITAL SERVICES	1HC4-V7D7-7TVL	74093	352.90	Youth Gymnastics Equipment
103557	AMAZON CAPITAL SERVICES	17FH-C3NK-KF9N	74093	158.99	Cork board
103557	AMAZON CAPITAL SERVICES	1GK1-PPCD-1H3C	74093	95.96	Chair lift cylinders, air dusters
103557	AMAZON CAPITAL SERVICES	1WYT-NKJM-31MT	74093	71.11	SUMMERPROGRAMS
103557	AMAZON CAPITAL SERVICES	1HMQ-9F33-4HK7	74093	71.38	Badge holders & reels
103557	AMAZON CAPITAL SERVICES	1P36-XF6N-4JTT	74094	44.11	CERT Long Reach Pliers Qty 11
103557	AMAZON CAPITAL SERVICES	1FTK-HRDC-QQNP	74094	23.57	Hanging File Folders for Det Unit
103557	AMAZON CAPITAL SERVICES	1RXV-HJFW-C1FL	74094	70.50	Concessions
103557	AMAZON CAPITAL SERVICES	1P77-CR4M-HHQ6	74094	25.92	Low voltage staple gun & staples
103557	AMAZON CAPITAL SERVICES	1M93-N7LL-9WQ4	74094	17.89	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	11NJ-VJND-99YX	74094	35.98	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	17D6-RFQK-Q7XT	74094	21.45	Replacement battery for alarm panel
103557	AMAZON CAPITAL SERVICES	16WX-WLYT-HW9Y	74094	29.26	keys for gate
103557	AMAZON CAPITAL SERVICES	1FCF-KKCX-NTPH	74094	35.99	replacement saw
103557	AMAZON CAPITAL SERVICES	1CG1-RYFH-TKN1	74094	29.99	miter saw parts
103557	AMAZON CAPITAL SERVICES	1PM1-9DC1-HQWM	74094	43.99	City Hall Coffee
103557	AMAZON CAPITAL SERVICES	1YTC-LGPK-MC3C	74094	44.97	High Density Foam Rollers for CERT
103557	AMAZON CAPITAL SERVICES	1WVV-3LJX-JLFX	74094	8.99	(200pc) split key rings
103557	AMAZON CAPITAL SERVICES	1CQ1-44QN-J6YY	74094	23.99	Beanie/Skull Cap Qty 4
103557	AMAZON CAPITAL SERVICES	11J1-R4TM-9PK6	74094	9.43	SUMMER PROGRAMS
103557	AMAZON CAPITAL SERVICES	199K-DKQH-JTNX	74095	8.99	DADDY DAUGHTER
103557	AMAZON CAPITAL SERVICES	14MF-WV3H-JQMH	74095	6.99	General supplies
100825	AMERICAN DOOR WORKS	02-017046	74096	175.00	Adjustment of Overhead Door in Cardinal
100057	AMERICAN WELDING & GAS INC	0010740795	74097	330.76	Fire Extinguisher Expectation and Refill
100057	AMERICAN WELDING & GAS INC	0010701364	74097	38.37	Tank rental
100057	AMERICAN WELDING & GAS INC	0010737050	74097	79.75	Fire Extinguisher
103845	ANDERSON/CALLA-SJEA	032725	74098	814.00	Youth volleyball Camp registrations
103822	ANTHEM SPORTS, LLC	423720	74099	5,865.39	Soccer Goals
103822	ANTHEM SPORTS, LLC	423719	74099	3,708.83	Soccer Goals
103499	ARROW LIFT	P-SI61439	74100	448.80	Replacement of Batteries
100075	AT&T MOBILITY	87296610156X04032025	74101	1,694.23	FirstNet Feb/Mar
103843	ATWATER FESTIVAL COMMITTEE	02252025	74102	500.00	
103610	AUSTIN INCORPORATED	58608	74103	120.00	Septic Pumping
103610	AUSTIN INCORPORATED	58411	74103	240.00	Septic Pumping
103610	AUSTIN INCORPORATED	58500	74103	120.00	Septic Pumping - 1 Load
102793	AUTO TECH ALIGNMENTS & MORE	28172	74104	115.00	Alignment

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102266	AXON ENTERPRISE INC	INUS332880	74105	2,676.00	Taser Cartridges Qty 60
104080	B&F Fastener Supply	80016164-00	74106	306.04	Cable Ties
104080	B&F Fastener Supply	80016371-00	74106	3.37	Stepscreen bolts
104080	B&F Fastener Supply	80016829-00	74106	9.92	Nuts
104080	B&F Fastener Supply	80016827-00	74106	17.60	Concrete tapcons, Drillbit
104080	B&F Fastener Supply	80016740-00	74106	42.64	Cable ties
104080	B&F Fastener Supply	80015830-00	74106	675.02	Safety Harness
104080	B&F Fastener Supply	80016655-00	74106	55.43	S-hooks
100087	BACKES TECHNOLOGY SERVICES INC	22269	74107	20.00	Infinias January thru February
100087	BACKES TECHNOLOGY SERVICES INC	22360	74107	1,411.37	Sound system repairs
100087	BACKES TECHNOLOGY SERVICES INC	22387	74107	270.00	Cat 6 wire run
100917	BAKER GRAPHICS INC	25706	74108	450.00	Willmar Community Growth Events
100917	BAKER GRAPHICS INC	25661	74108	545.00	(250) brochures and poster design
103829	BANDWANGO	TR-1109	74109	6,500.00	Bandwango Digital Pass
100097	BECKER ARENA PRODUCTS INC	615485	74110	1,977.60	Glass for Boards
104167	Benjamin Saunders	032025	74111	238.84	Safety glasses reimbursement
100103	BERNICK'S PEPSI-COLA CO	169774	74112	170.10	Coffee
100900	BEST WESTERN PLUS	70922	74113	130.49	CVB Board Lunch
103010	BMI	58071093	74114	446.00	Music
101010	BOLTON & MENK INC	0358912	74115	5,788.00	Project No. 2504-B Prof. Services
101010	BOLTON & MENK INC	0358908	74115	5,342.50	Engineering Prof. Services 2-1 thru 2-28-25
101010	BOLTON & MENK INC	0358909	74115	68,850.50	2025-26 Feasibility Report
101010	BOLTON & MENK INC	0358906	74115	63,154.00	Business 71 Prof. Services
101010	BOLTON & MENK INC	0358917	74115	3,564.00	ELLS 7, 8 & 9 Prof. Services
101010	BOLTON & MENK INC	0358922	74115	15,039.00	Project No. 2503-B Prof. Services
101010	BOLTON & MENK INC	0358918	74115	34,454.27	Fiber Network Prof. Services
101010	BOLTON & MENK INC	0358910	74115	5,310.00	Project No. 2501-A Prof. Services
101010	BOLTON & MENK INC	0358904	74115	59,544.50	13th St, Grace Ave, Rice Ave Prof. Services
101010	BOLTON & MENK INC	0358923	74115	12,221.98	TH 40 Turn Lanes Prof. Services
101010	BOLTON & MENK INC	0358919	74115	3,164.00	Project No. 2301-A Prof. Services
101010	BOLTON & MENK INC	0358914	74115	13,015.50	TH 40 Draitile Repair Prof. Services
101010	BOLTON & MENK INC	0359113	74115	6,900.00	AIP Runway - Project No. 24X.135915
101010	BOLTON & MENK INC	0358920	74115	8,680.00	Willmar/LifeLink III Hangar Prof. Services
101010	BOLTON & MENK INC	0358915	74115	5,605.00	Engineering services 2-1 thru 2-28-25
101010	BOLTON & MENK INC	0358913	74116	988.00	Project No. 2508 Prof. Services
101010	BOLTON & MENK INC	0358907	74116	2,462.50	Trott Ave Stormwater Pond Prof. Services
101010	BOLTON & MENK INC	0358921	74116	2,406.00	Outdoor covered rink prof. services
101010	BOLTON & MENK INC	0358905	74116	2,471.50	19th Ave Path Prof. Services
101010	BOLTON & MENK INC	0358911	74116	1,690.50	Project No. 2503-E Prof. Services
100030	BRYAN ROCK PRODUCTS INC	68410	74117	1,488.57	Ag Lime
101980	BSE	930053340	74118	207.20	(20) bulbs for office
103993	Calibrations and Controls, Inc.	INV-21457	74119	1,420.00	Ditch calibrations
103993	Calibrations and Controls, Inc.	INV-21458	74119	793.75	Mount CL2 sensor
103647	CAPITAL ONE	022525	74120	11.94	CERT Meeting supplies
103647	CAPITAL ONE	022825	74120	73.72	Breakroom supplies
103647	CAPITAL ONE	030425	74120	68.09	Supplies for Squads 6 & 19
103647	CAPITAL ONE	120624	74120	133.64	office & kitchen supplies
104250	Carlson & Stewart Refrigeration, Inc.	66798	74121	6,594.07	Pressure Relief Valve- Replacements
103390	CENTRACARE	506479504	74122	125.00	DOT physical
100154	CHAMBERLAIN OIL CO	504474-00	74123	470.02	Degreaser / antifreeze
100154	CHAMBERLAIN OIL CO	504987-00	74123	97.80	Antifreeze
100154	CHAMBERLAIN OIL CO	503338-01	74123	42.14	Auto Foam
100154	CHAMBERLAIN OIL CO	503338-00	74123	511.63	Shop supplies
100154	CHAMBERLAIN OIL CO	505024-00	74123	175.00	Nitrile gloves
100156	CHAPPELL CENTRAL INC	SVC-116101	74124	1,579.59	Heat Issue
100156	CHAPPELL CENTRAL INC	STMT/02-25	74124	(114.00)	credit from 01/13/2023
100156	CHAPPELL CENTRAL INC	SVC-116134	74124	506.04	Flame Sensors
100156	CHAPPELL CENTRAL INC	STMT/02-2025	74124	(234.01)	credit from 09/22/2023
100156	CHAPPELL CENTRAL INC	SVC-122607	74124	99.00	Bathroom water leak
100156	CHAPPELL CENTRAL INC	SVC-122605	74124	730.58	Plumbing repairs at WRAC

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100156	CHAPPELL CENTRAL INC	SVC-122705	74124	148.50	Boiler transmitter repair
100736	CHARTER COMMUNICATIONS	175505001032125	74125	174.78	Mar/Apr TV
101708	CINTAS CORPORATION	5258475711	74126	185.79	Medical Kits
103708	CITY LINE TOWING	24-06648	74127	95.00	Tow for Case# 24015055
102157	CLARKE MOSQUITO CONTROL	005111602	74128	12,925.44	Larvacide Pellets
104070	Column Software PBC	A85BD339-0022	74129	344.12	Ad for Bids Project No. 2503-C
104070	Column Software PBC	B15E1683-0080	74129	63.86	Ad for bids biosolids trailer
104070	Column Software PBC	B15E1683-0079	74129	131.82	Ordinances Notice
104070	Column Software PBC	B15E1683-0077	74129	821.08	General Public Notice - Resolution Vacate
900028	COMMUNITY GIVING	031725	74130	2,500.00	reimbursement of duplicate check vison 2040.
103677	COORDINATED BUSINESS SYSTEMS	INV449162	74131	140.13	Managed Print Services
102130	CORE & MAIN LP	W602134	74132	1,147.79	W3 check valve repair
100186	CROW CHEMICAL & LIGHTING	129592	74133	15.50	Hand soap
100186	CROW CHEMICAL & LIGHTING	129539	74133	187.99	Garbage bags, paper towels, glass cleaner, gloves
100186	CROW CHEMICAL & LIGHTING	129549	74133	217.50	Nifty naber
103260	CROW RIVER CONSTRUCTION LLC	12054	74134	3,416.67	Abbott LS pipe repair
103952	CUSTOM INTERIORS & CO. INC.	PYMT-03202025	74135	2,345.00	J. Johnson standing desk
100212	DOOLEY'S PETROLEUM INC	689245	74136	20,700.00	Diesel & unleaded fuel
100212	DOOLEY'S PETROLEUM INC	110613	74136	577.18	Propane for Robbins Island
100212	DOOLEY'S PETROLEUM INC	110661	74136	359.62	Propane Robbins Island
104266	Driver and Vehicle Services	032725	74137	54.00	Club 100 License Plates
104064	Eric's Aviation Services, Inc	1023	74138	141.40	toilet paper/paper towels/roll towels
104064	Eric's Aviation Services, Inc	1022	74138	153.55	springs for hanger latch system and labor
103002	FARM-RITE EQUIPMENT	P56016	74139	303.62	Filters
102973	FLEETPRIDE	124428420	74140	30.40	Filters
102973	FLEETPRIDE	124052318	74140	635.66	Filter
102973	FLEETPRIDE	124507648	74140	306.83	Filters
102973	FLEETPRIDE	124086043	74140	26.29	Filter
102973	FLEETPRIDE	124086042	74140	39.11	Filter
102973	FLEETPRIDE	124108876	74140	41.77	Filter
102973	FLEETPRIDE	124154409	74140	37.58	Filter
102973	FLEETPRIDE	124151891	74140	142.26	Filter
100288	GALLS LLC	030730028	74141	63.31	Explorer - Shirts
100293	GENERAL MAILING SERVICES	73011	74142	161.36	Postage 03/17-03/21/2025
100293	GENERAL MAILING SERVICES	72964	74142	77.96	Postage 03/10-03/14/25
100293	GENERAL MAILING SERVICES	72919	74142	180.29	Postage 03/03-03/07/25
100293	GENERAL MAILING SERVICES	72780	74142	56.56	Postage 02/24-02/28/25
100293	GENERAL MAILING SERVICES	73148	74142	56.38	postage 03/24-03/28/25
100786	GRAINGER INC	9373336768	74143	47.34	CASTER WHEELS
100786	GRAINGER INC	9431745539	74143	49.25	General supplies
100786	GRAINGER INC	9445750236	74143	129.65	General supplies
100786	GRAINGER INC	944119789	74143	113.42	General supplies
101504	GREENSPRING MEDIA GROUP	2025-62081	74144	840.00	Digital Targeted Advertising Campaign
102608	HARTLAND OFFICIALS ASSOCIATION	040125	74145	1,035.00	Mens Basketball Officials
100324	HAUG IMPLEMENT CO - JOHN DEERE	514099	74146	829.26	UV wiper hoses
102609	HAUG-KUBOTA LLC	26267	74147	233.66	Fuel Filters/ 60"" Blades
100325	HAWKINS INC	7022642	74148	12,204.46	Ind. ferric
100325	HAWKINS INC	7008740	74148	12,032.76	Ind. ferric
100325	HAWKINS INC	7007482	74148	12,204.46	Muni ferric
100325	HAWKINS INC	7020721	74148	89.40	Defoamer
100325	HAWKINS INC	7021733	74148	64.40	Defoamer
103874	HENRY SCHEIN, INC	37764316	74149	33.15	nonbreather mask, glucose, collar, sam splint
100333	HILLYARD\HUTCHINSON	700643062	74150	218.74	Handle Switch Lever and Circuit Breaker
100333	HILLYARD\HUTCHINSON	605718780	74150	110.58	Garbage Cans
100333	HILLYARD\HUTCHINSON	605766328	74150	2,839.77	Cleaning Supplies
100333	HILLYARD\HUTCHINSON	700640923	74150	96.20	MAINTENANCE OF EQUIPMENT
100333	HILLYARD\HUTCHINSON	700640924	74150	89.51	MAINTENANCE OF EQUIPMENT
100333	HILLYARD\HUTCHINSON	700640922	74150	240.50	MAINTENANCE OF EQUIPMENT
100333	HILLYARD\HUTCHINSON	700640925	74150	83.00	Scrubber Repair
100333	HILLYARD\HUTCHINSON	700641417	74150	136.60	CLEANING

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100333	HILLYARD\HUTCHINSON	605773273	74150	470.70	Soap and Dispensers
103970	HOLM/KIMBERLY	040125	74151	260.00	Goat Yoga Instructor
104216	HOLME *PRETTY CASH/MICHAEL	032825	74152	329.12	petty cash reimbursement
103760	HOMETOWN FIBER	5010	74153	16,965.00	Connect Willmar Initiative
102110	HUMANE SOCIETY OF KANDIYOHI	3112	74154	520.00	Goat Yoga
103023	INNOVATIVE OFFICE SOLUTIONS	IN4800954	74155	420.21	office supplies
103023	INNOVATIVE OFFICE SOLUTIONS	SCN-130967	74155	(220.50)	office supply return
103023	INNOVATIVE OFFICE SOLUTIONS	IN4795152	74155	12.96	Office Supplies
103910	INTERSTATE BEARING SYSTEMS INC	2778327 RI	74156	577.65	HVAC belts
104098	James Venenga	040225	74157	76.00	Meal Reimbursement while at class
104098	James Venenga	032725	74157	76.00	Reimbursement for Meals while at Training
104059	Jan Ruby	03032025	74158	502.00	Sport Show Expenses
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-087	74159	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-200	74159	2.00	Cylinder rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-188	74159	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	131567	74159	46.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	131936	74159	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	132075	74159	39.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	132662	74159	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	132695	74159	15.50	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	133170	74159	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	132898	74159	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	132900	74159	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	133430	74159	84.50	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	133438	74159	18.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	133435	74159	32.00	Lab water
104226	Juan Villagran	2	74160	400.00	International Heritage Event
100867	KANDI STEEL AND FAB	7200	74161	60.80	Steel
100376	KANDIYOHI CO AUDITOR	2025 Drainage	74162	46,332.10	Annual drainage assessments
101133	KANDIYOHI CO FAIR ASSOCIATION	02252025	74163	1,500.00	Kandiyohi County Fair Sponsor - CVB
104267	Kimberly Toops	032825	74164	200.00	Painting Willmar City HR Office.
103612	KNOW INK	17681	74165	3,545.00	Annual Poll Pad Software License & Activation
102498	KRIS ENGINEERING INC	41186	74166	206.41	Cutting edge
102122	KRISS PREMIUM PRODUCTS INC	193723	74167	2,517.84	Cooling water treatment
100412	LEAGUE OF MN CITIES	424608	74168	3,060.00	Peace Officer Accredited Trng Online
104258	Leathers Associates Inc	12304	74169	4,937.24	Destination Playground Repairs
103376	LLOYD SECURITY INC	192937	74170	431.88	Fire monitoring service
104202	Lunar Media, LLC	1516	74171	250.00	Willmar Community Growth Events
100427	MACQUEEN EQUIPMENT INC	P45506	74172	71.99	Leather front
100435	MARC	0842520-IN	74173	2,307.61	Siliconized Release Agent
100437	MARCO TECHNOLOGIES LLC	INV13674150	74174	52.50	Shredding for City Hall
102208	MCKALE'S CATERING	3102	74175	157.71	Leisure Committe Lunch
100446	MCMMASTER-CARR SUPPLY CO	42367841	74176	170.12	HVAC filters
100446	MCMMASTER-CARR SUPPLY CO	42317818	74176	81.06	Bolt's
100449	MENARDS	91805	74177	74.38	Blades, socket, broom, etc.
100449	MENARDS	91501	74177	35.94	Coffee
100449	MENARDS	91510	74177	60.18	shelving
100449	MENARDS	91649	74177	62.86	Paint for the garage
100449	MENARDS	91685	74177	27.98	Lights Bulbs
100449	MENARDS	91802	74177	79.84	Electrical Supplies
100449	MENARDS	91712	74177	156.51	GBT step repair
100449	MENARDS	91449	74177	30.93	General supplies
100449	MENARDS	91500	74177	30.57	General supplies
100449	MENARDS	91826	74177	67.41	Dish soap and paint for garage
100449	MENARDS	91992	74177	256.96	D. Hillenbrand new offc bldng mtrls; Glvs for WRAC
100449	MENARDS	91947	74177	42.70	Clamps and Galvanizing Spray
100449	MENARDS	91097	74177	203.08	Batteries, Drill Bits, LED Lights
100449	MENARDS	92084	74177	152.21	Map gas, washers, Filter, nuts, timer
100449	MENARDS	92107	74177	35.13	Caulk, Construction adhesive, Drill bit
100449	MENARDS	91988	74178	21.06	Concrete, Pails- Buoys anchors

Vendor Payment Listing

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VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100449	MENARDS	90471	74178	27.96	Screws
102699	MIKE'S SMALL ENGINE CENTER	32527	74179	183.92	Bar oil
100432	MILLS AUTOMOTIVE GROUP	83250	74180	116.42	Service call for Squad 41
103729	MILLS PARTS CENTER	6377280	74181	695.10	Exhaust Tube Asy.
103729	MILLS PARTS CENTER	6377279	74181	22.16	Exhaust Gaskets
101805	MINI BIFF LLC	11572	74182	207.06	Mini Biff
101805	MINI BIFF LLC	A-153924	74182	117.30	Mini Biff
101805	MINI BIFF LLC	11701	74182	122.40	Mini Biff Brush Site
104270	Minnesota Equity Connect	2025010	74183	200.00	Level 2 Organizational Membership
104264	Minnesota Law Enforcement Administrative Prof	1582025	74184	219.00	MN-LEAP Conference
104264	Minnesota Law Enforcement Administrative Prof	1572025	74184	219.00	MN-LEAP Conference
100499	MN ELEVATOR INC	1121762	74185	194.78	Apr-May Elevator service
103293	MN LAW ENF EXPLORER ASSN	5818	74186	4,390.00	Explorer's Conference 5 Explorers/2 Advisors
100512	MN POLLUTION CONTROL AGENCY	032125	74187	400.00	MS4 Permit Application Fee
100371	Mrzena/Kevin	8648	74188	1,270.62	Replaced frozen tank fill valve #062633
100539	MTI DISTRIBUTING CO	1465812-00	74189	665.77	Toro Mower parts
100539	MTI DISTRIBUTING CO	1466144-00	74189	17.48	Toro Mower parts
100541	MUNICIPAL UTILITIES	STMT/02-2025	74190	54,506.53	MUNICIPAL UTILITIES FEB 2025
100544	MVTL LABORATORIES INC	1298807	74191	504.00	Lab test's
100544	MVTL LABORATORIES INC	1298157	74191	82.25	Lab test's
100544	MVTL LABORATORIES INC	1298469	74191	58.25	Lab test
101627	NCL OF WISCONSIN INC	517692	74192	702.61	Lab supplies
103799	NCPERS GROUP LIFE INS.	841200042025	74193	96.00	Premiums withheld from employees in April
103827	NEOLOGY, INC.	10102	74194	4,992.00	Annual Subscription
102547	CARRANZA/NOE	241	74195	150.00	Interpreting Services for ICR# 25003093
102547	CARRANZA/NOE	238	74195	150.00	Interpreting Services for ICR 25002836
102547	CARRANZA/NOE	240	74195	150.00	Interpreting Services for ICR 18014492
101770	NORTH CENTRAL REFRIGERATION	X201141100:01	74196	41.41	Air Fittings
101770	NORTH CENTRAL REFRIGERATION	X201141117:01	74196	184.95	Valve Solenoid
100650	O'REILLY AUTOMOTIVE INC	1528-202694	74197	23.99	Bearing Packer
100650	O'REILLY AUTOMOTIVE INC	1528-201726	74197	252.32	upper control arms
100650	O'REILLY AUTOMOTIVE INC	1528-199782	74197	491.96	Ignition Coil set
100650	O'REILLY AUTOMOTIVE INC	1528-199921	74197	61.52	Pinion Seal/ Gear lube
100650	O'REILLY AUTOMOTIVE INC	1528-201456	74197	5.29	MCase Fuse - Squad 8
103286	OASIS AERO INC	6229	74198	4,286.44	Airport Management Contract - Oct 2024
103286	OASIS AERO INC	6359	74198	4,286.44	Airport Management Contract - Nov 2024
103286	OASIS AERO INC	6360	74198	4,286.44	Airport Management Contract - Dec 2024
103286	OASIS AERO INC	6469	74198	4,415.04	Airport Management Contract - Jan 2025
103286	OASIS AERO INC	6454	74198	4,415.04	Airport Management Contract - Feb 2025
102223	OXYGEN SERVICE COMPANY	0008818306	74199	131.21	Welding supplies
100620	PLUNKETT'S PEST CONTROL SERV	9064210	74200	433.60	City Hall pest control svcs Apr 25-March 26
100374	PREMIUM WATERS INC	330652690	74201	10.99	water
100374	PREMIUM WATERS INC	330651729	74201	32.49	water
102582	RAILROAD MANAGEMENT CO III LLC	523352	74202	1,467.84	Storm line license fee
100639	RAMBOW INC	669153	74203	315.00	6th Grade Softball T Shirts
100639	RAMBOW INC	663248	74203	929.00	Rec Shirts
100639	RAMBOW INC	663203	74203	487.00	Basketball Champ Shirts
104271	Regency of Minnesota, Inc	Easement	74204	6,000.00	Temp Construction Easement for Street Project
103911	REPLACE INC	4299	74205	5,000.00	Design Work for Willmar Connect
104244	Rick's Cycling and Sports	012225170344013	74206	3,425.86	Bike Share Repairs
101136	RIDGEWATER COLLEGE	2025-03-1431	74207	1,650.00	EMS Refresher for Officers
104263	Rudi Bloomquist	032125	74208	690.00	Flooding hose
100665	RULE TIRE SHOP	1-75353	74209	580.00	10R17.5 Dyna RA200 18PLY
100665	RULE TIRE SHOP	1-75289	74209	516.00	P265/70R16 Wild Country
101418	RUNNING'S SUPPLY INC	6385048	74210	23.98	plumbing fittings
101418	RUNNING'S SUPPLY INC	6388170	74210	11.69	Sprayer
101418	RUNNING'S SUPPLY INC	6387774	74210	3.98	pins
101418	RUNNING'S SUPPLY INC	6376897	74210	96.98	Scraper and Aluminum 16GA
101418	RUNNING'S SUPPLY INC	6377740	74210	71.75	Wash down hose end
101418	RUNNING'S SUPPLY INC	6377585	74210	152.29	bolts & oil absorbent

Vendor Payment Listing

March 13, 2025 thru April 2, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
101418	RUNNING'S SUPPLY INC	6380476	74210	5.67	hinges
101418	RUNNING'S SUPPLY INC	6380390	74210	3.96	Bolt
101418	RUNNING'S SUPPLY INC	6381480	74210	16.99	Socket
101418	RUNNING'S SUPPLY INC	6384015	74210	299.00	Impact Wrench
101418	RUNNING'S SUPPLY INC	6384089	74210	191.49	Hackzall
101418	RUNNING'S SUPPLY INC	6380049	74210	82.30	Fitting Adaptor and Cable Ties
101418	RUNNING'S SUPPLY INC	6388028	74210	400.17	Chain for buoys
102264	SPICER COMMERCIAL CLUB	03302025	74211	155.00	2025 DUES
100188	STERLING WATER-MINNESOTA LLC	315X04203401	74212	19.45	Water softener rental
100161	SYSCO WESTERN MINNESOTA	253879103	74213	765.62	Concessions
100161	SYSCO WESTERN MINNESOTA	253840010	74213	714.00	Concessions
100161	SYSCO WESTERN MINNESOTA	253834794	74213	857.74	Concessions
100161	SYSCO WESTERN MINNESOTA	853850694	74213	549.23	Concessions
100161	SYSCO WESTERN MINNESOTA	15317850s	74213	4.05	Concessions
103710	TAYLOR/RICHARD	032825	74214	61.00	Fire School meals
103801	TECH CHECK,LLC	7662C	74215	699.22	DOAC replacement cameras & 360 camera heaters
103801	TECH CHECK,LLC	7803C	74215	286.75	Security camera for RI 4 Seasons
103757	TOM'S BACKHOE SERVICE, INC.	Pay Appl#9	74216	73,012.50	ELLS 7, 8 & 9 Pay Application No. 9
102583	TORKELSON'S LOCK SERVICE	25-117	74217	36.00	Office Keys for Allie Paulsen
100753	TRAF-O-TERIA SYSTEM INC	18493	74218	1,497.00	5,000 printed envelopes
101471	TRAFFIC CONTROL CORPORATION	157242	74219	3,585.00	Traffic lights, detectors
104165	Trojan Technologies	33309	74220	2,170.20	U.V. seal kit
103795	TYLER TECHNOLOGIES, INC	045-495888-2	74221	693.00	Annual Subscription
104232	UHL Company	68363A	74222	537.00	Upgrade Browser Issues
101286	UNCOMMON USA INC	1086049	74223	44.00	FLAG
103143	US BANK EQUIPMENT FINANCE	551800972	74224	751.80	500-0664928-000/001
104272	Valleyside Townhomes of Willmar, LP	040225	74225	1,000.00	Temp Easement for Street Project
100777	VIKING COCA-COLA BOTTLING CO	3593013	74226	918.70	Concessions
104265	WEF	000423106	74227	1,235.00	WEF tuition for SS
100798	WEST CENTRAL ELECTRIC SUPPLY	1296238-0001-01	74228	135.60	Muni aerator 2A
100803	WEST CENTRAL PRINTING	25096	74229	86.30	Mid-Minnesota Toast Event Flyers
101640	WESTMOR INDUSTRIES LLC	2121853RI	74230	1,016.86	Compliance Testing
101640	WESTMOR INDUSTRIES LLC	2097593	74230	7,550.90	service station outside work
102689	WILLMAR AUTO VALUE	22560988	74231	40.39	Hyd Fitting
102689	WILLMAR AUTO VALUE	22558889	74231	44.97	Wiper Blades
102689	WILLMAR AUTO VALUE	22558850	74231	49.99	Vent Solinoid
102689	WILLMAR AUTO VALUE	22558764	74231	23.98	Light Bulb
102689	WILLMAR AUTO VALUE	22558698	74231	173.94	Exhaust Resonator & Muffler
102689	WILLMAR AUTO VALUE	22560039	74231	18.99	75w-90 Gear oil
102689	WILLMAR AUTO VALUE	22559798	74231	19.98	Pinion Seal
102689	WILLMAR AUTO VALUE	22559631	74231	17.99	filter
102689	WILLMAR AUTO VALUE	22559630	74231	458.05	Brake Parts
102689	WILLMAR AUTO VALUE	22559775	74231	111.92	Coil Boots
102689	WILLMAR AUTO VALUE	22559938	74231	(186.00)	Core Return and return coil boots
102689	WILLMAR AUTO VALUE	22559489	74231	148.02	Spark Plugs, coil, coil boots
102689	WILLMAR AUTO VALUE	22558370	74231	140.97	front Shocks and brake pads
102689	WILLMAR AUTO VALUE	22558369	74231	89.98	Rear Shocks
102689	WILLMAR AUTO VALUE	22559773	74231	143.84	Spark Plugs
102689	WILLMAR AUTO VALUE	22560553	74232	11.99	Extreme Heat Repair
102689	WILLMAR AUTO VALUE	22559147	74232	3.69	Filter
100812	WILLMAR CHAMBER OF COMMERCE	03012025	74233	13,782.54	monthly billing
100812	WILLMAR CHAMBER OF COMMERCE	033125JAN	74233	764.56	Credit Card Statement
100812	WILLMAR CHAMBER OF COMMERCE	033125FEB	74233	2,880.13	February Statement
100812	WILLMAR CHAMBER OF COMMERCE	033125MAR	74233	3,597.27	March Statement
100812	WILLMAR CHAMBER OF COMMERCE	58456	74233	25.00	Community Leadership Celebration
100812	WILLMAR CHAMBER OF COMMERCE	58453	74233	25.00	Community Leadership Celebration - Mayor
100812	WILLMAR CHAMBER OF COMMERCE	58214	74233	150.00	Annual Public Policy Meetings - Mayor
100812	WILLMAR CHAMBER OF COMMERCE	58451	74233	50.00	Community Leadership Celebration - Leslie & Kyle
102814	WILLMAR STINGERS BASEBALL CLUB	03062025	74234	1,200.00	CVB/Willmar Stingers Marketing Partnership - 2025

Vendor Payment Listing
March 13, 2025 thru April 2, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
			Total	847,594.26	

Vendor Payment Listing

March 13, 2025 thru April 2, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100492	MN DEPT OF REVENUE	STMT/03-25	580	2,907.82	SALES AND FUEL TAX FEB 2025
100467	CENTERPOINT ENERGY	STMT/02-2025-2	581	15,137.09	NATURAL GAS-FEB 2025
102365	CARDMEMBER SERVICE	STMT/02-25	582	20,576.14	BREMER BANK CREDIT CARD STMT FEB 2025
103996	UBS Financial Services, INC	033125	583	1,000,000.00	03/31/25 TRNSF TO UBS MONEY MARKET
			Total	1,038,621.05	



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Robin Raasch, Administrative Assistant
Ordinance:	No	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Monthly Building Reports March 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. External Report March 2025

Issued Dates: 3/1/2025 to 3/31/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 3/31/2025
 Page: 1

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034528	3/1/2025	624 Charlotte St SE	95-222-1060 Lot 16, Block 6 Ferrings 2nd Addition	Single Family Replace	Gas Furnace Replacement	\$5,000.00	\$51.00
WI034542	3/1/2025	2520 7th Ave SE	95-668-5040 Lot 15, Block 1 Pheasant Run	Single Family Replace	Gas Furnace Replacement	\$5,000.00	\$51.00
WI034543	3/1/2025	2004 9th St SW	95-129-0010 Lot 1, Block 1 Clements Addition	Townhouse Units Replace	Gas furnace replacement	\$5,068.00	\$51.00
WI034544	3/1/2025	1501 Country Club Dr NE	95-466-0060 Lot 6, Block 1 Second Addition To Lakewood	Single Family Replace	Gas Furnace & A/C Replacement	\$76,100.00	\$111.00
WI034545	3/1/2025	3305 Eagle Ridge Dr E	95-148-0210 Lot 21, Block 1 Eagles Landing	Siding Residential Add/Alter	Residential Reside	\$12,000.00	\$106.00
WI034547	3/3/2025	3999 Abbott Dr SE	95-714-0340 Block 3 South Industrial Park	Alteration Commercial Add/Alter	Remove and replace roof and wall steel	\$160,000.00	\$1,267.25
WI034548	3/3/2025	1201 6th St SW	95-480-0130 Block 1 Leary's Addition	Single Family Replace	Gas Furnace & A/C Replacement	\$9,200.00	\$56.00
WI034601	3/6/2025	618 6th St SW	95-006-2170 Lot 5, Block 72 First Addition To The Town Of Willmar	Siding Residential Add/Alter	Residential Reside	\$26,278.00	\$13.14
WI034602	3/6/2025	2413 21st Ave SW	95-715-0010 Block 1 Southgate Addition	Single Family Replace	Water Heater Replacement	\$1,748.00	\$71.00
WI034603	3/7/2025	1208 Olena Ave SE	95-914-2620	Fire Sprinkler/Fire Alarm Commercial Add/Alter	Install New Fire Alarm System	\$8,500.00	\$187.19
WI034604	3/7/2025	401 30th St NW	95-908-0041	Single Family Replace	Gas Furnace Replacement	\$5,358.00	\$51.00
WI034605	3/7/2025	1703 16th St NW	95-603-0290 Lot 19, Block 2 Oslo Heights	Reroofing Residential Add/Alter	Residential Reroof	\$5,500.00	\$52.75

Issued Dates: 3/1/2025 to 3/31/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 3/31/2025
 Page: 2

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034606	3/10/2025	1242 13th St SW	95-690-0110 Lot 11, Block 1 Ramblewood Addition	Single Family Replace	water heater replacement	\$1,300.00	\$71.00
WI034607	3/10/2025	707 11th St SW	95-006-2990 Lot 12, Block 77 First Addition To The Town Of Willmar	Alteration Residential Add/Alter	Interior Remodel, Egress windows in basement	\$5,000.00	\$102.25
WI034608	3/10/2025	1804 3rd St NE	95-467-1040 Lot 5, Block 1	Single Family Replace	Gas Furnace Replacement	\$5,915.00	\$51.00
WI034611	3/14/2025	1201 1st St S	95-914-1470	Alteration Commercial Add/Alter	Interior Remodel of existing buisness	\$96,755.00	\$1,134.01
WI034613	3/17/2025	904 Becker Ave SW	95-136-0040 Lot 4, Block 1 Cobblestone Way	Townhouse Units Replace	water heater replacement	\$4,500.00	\$1.00
WI034614	3/18/2025	2021 6th St SW	95-340-0070 Lot 5, Block 1 Hilltop Park	Siding Residential Add/Alter	Residential Reside	\$2,500.00	\$101.00
WI034615	3/18/2025	1118 Hwy 12 E	95-914-1930	Commercial/Ind Alt/Remodel	replace deteriorated drain pipe, replace floor drains, add 2	\$20,000.00	\$116.00
WI034617	3/20/2025	725 Mary Ave SE	95-914-1890	Reroofing Residential Add/Alter	Residential Reroof	\$10,000.00	\$51.00
WI034618	3/20/2025	509 8th St SW	95-006-0510 Lot 12, Block 60 First Addition To The Town Of Willmar	Single Family Replace	Gas Furnace Replacement	\$6,725.00	\$51.00
WI034619	3/20/2025	1601 6th St SW	95-700-0410 Lot 11, Block 3 Scandia Terrace Addition	Single Family Replace	Gas Furnace Replacement	\$5,643.00	\$51.00
WI034620	3/20/2025	936 6th St SE	95-250-1810 Block 8 Glarum`s Addition To Willmar	Reroofing Residential Add/Alter	Residential Reroof	\$12,000.00	\$51.00
WI034621	3/24/2025	2405 20th Ave SW	95-601-0070 Lot 10, Block 2 Ortenblad`s Homesites	Single Family Replace	Water Heater	\$1,965.00	\$71.00

Issued Dates: 3/1/2025 to 3/31/2025
 Report Name: Monthly External Permits Report
 Permit Type(s): Building, Mechanical, Plumbing

City of Willmar Monthly External Permits Report

Printed: 3/31/2025
 Page: 3

Permit #	Issued Date	Site Address		Permit Sub-Type and Work Type	Description	Valuation	Total Permit Fee
WI034622	3/24/2025	1419 Westwood Ct NW	95-562-0080 Block 1 Northwood Estates 2nd Addition	Single Family Replace	Gas Furnace Replacement	\$6,000.00	\$51.00
WI034623	3/24/2025	1000 Willmar Ave SW	95-570-0260 Block 2 Nursery Addition	Reroofing Residential Add/Alter	Residential Reroof	\$70,458.00	\$51.00
WI034627	3/25/2025	715 Olena Ave SE	95-662-0180 Lot 18, Block 1 Perkins 2nd Addition	Reroofing Residential Add/Alter	Residential Reroof	\$10,000.00	\$51.00
WI034629	3/28/2025	922 Campbell Ave NW	95-003-0710 Block 6 Willmar, Town Of (Original)	Single Family Replace	water heater replacement	\$2,600.00	\$71.00
WI034630	3/28/2025	551 7th St NW	95-540-0320 Block 3 Nelson's Addition -Erick Nilson's	Single Family Replace	Gas Furnace & A/C Replacement	\$3,000.00	\$56.00
WI034632	3/28/2025	1550 15th Ave SW	95-863-0400 Lot 10, Block 2 West Park 4th Addition	Alteration Residential Add/Alter	Interior Remodel	\$47,941.00	\$580.72
WI034633	3/28/2025	2001 5th St SW		Reroofing Residential Add/Alter	Residential Reroof	\$3,000.00	\$51.50

Count: 31

Totals: \$635,054.00 \$4,831.81

Year-to-Date Summary (1/1/2025 through 3/31/2025)

Count: 82

YTD Totals: \$14,259,927.00 \$161,890.52



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	5.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Allie Paulsen, Administrative Assistant
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	New Appointments to Boards/Commissions		

RECOMMENDED ACTION:

OVERVIEW:

Information - Mayor Reese requests Council review of Stephen Peppin application to Planning Commission

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Stephen Peppin Application - Planning Commission



WILLMAR

APPLICATION FOR APPOINTMENT TO CITY BOARD/COMMITTEE/COMMISSION

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

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

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

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

APPLICANT INFORMATION

Date 3/16/25 * First Name STEPHEN * Last Name PEPPIN
MM/DD/YYYY First Name Last Name
Format: MM/DD/YYYY

* Address 2500 15TH ST SW * City WILLMAR
Address City

* Phone 612-499-0419 * Email stephen.jpeppin@gmail.com
Ex: (123) 456-7890 Phone Email

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

PROMPTED BY MAYOR ROBBE

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

I'M COMMUNITY Minded

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

RAN FOR OFFICE A FEW TIMES,
DEEPLY INVOLVED IN COMMUNITY.

* List your educational background

HIGHSCHOOL
ROGERSWATER
VOCATIONAL

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

N/A

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

PEPS BARBERSHOP



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	9.A.
Agenda Section:	Public Hearing:	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Justin DeLeeuw, Public Works Director
Ordinance:	No	Presented By:	Justin DeLeeuw, Public Works Director
Item:	Gorton Avenue Right of Way Vacation		

RECOMMENDED ACTION:

After holding the Public Hearing, the recommended action is to adopt the following resolutions:

Resolution vacating a portion of the Gorton Ave NW public right-of-way.

Resolution approving and accepting the easement agreement.

OVERVIEW:

During the reconstruction of Gorton Ave NW, a property owner raised right-of-way concerns regarding curb and gutter placement. It was determined that discrepancies existed between the property owner's previous agreement with the City, and the written record on file. After continuous discussions with the engineering staff, an agreement was reached. Terms are as follows: (i) the City will initiate a proceeding to vacate a portion of the existing Gorton Ave right-of-way, (ii) the property owner will grant the City a new permanent right-of-way as well as new drainage and utility easements over portions of their property, (iii) the City will financially compensate the owner for said easements.

On February 18th, the City Council approved the right-of-way clarification agreement, initiated the vacation process by referring the matter to the Planning Commission, and called for a public hearing on April 7th, 2025. On March 19th, 2025, the Planning Commission reviewed and approved a resolution recommending the right-of-way vacation.

Following the adoption of the two recommended resolutions, the right-of-way vacation and easement agreement will be recorded with the county. At that point, payment can be made to the owners and the matter can be closed.

BUDGETARY/FISCAL ISSUES:

\$5750 will be paid to the property owner(s) in exchange for the permanent drainage and utility easement. This will be paid for using the Gorton Ave project contingency fund.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Final Vacation Resolution v.3 01.08.25 - Dated
2. Affidavit of Mailing - Gorton Ave ROW - 03-12-25 (executed)
3. EXHIBIT B - Vacation Depiction
4. Agreement to Clarify R.O.W Lines - Signed
5. Willmar - Lapatka Easement Agreement v.3 01.02.25
6. Resolution Approving and Accepting Easement v.1 01.08.25
7. 2025-024 Resolution Approving Lapatka Right of Way Agreement v.1 01.03.25
8. Resolution 2025-01 LaPatka Vacation Gorton Ave - Planning Commission 3-19-25 (signed)

RESOLUTION NO. _____

A RESOLUTION VACATING A PORTION OF PUBLIC RIGHT-OF-WAY

Motion By: _____ Second By: _____

WHEREAS, the Willmar City Council (“Council”) adopted Resolution No. 2025-025, dated February 18th, 2025, initiating and referring to the Willmar Planning Commission the vacation of a portion of the Gorton Avenue NW right-of-way situated in the City of Willmar, Kandiyohi County, Minnesota more particularly described therein, (the “proposed vacation”): and

WHEREAS, the Willmar Planning Commission considered the proposed vacation pursuant to Charter Section 9.01, subdivision 3, and adopted Resolution 2025-01, dated March 19th, 2025, recommending that the Council proceed with the proposed vacation; and

WHEREAS, a public hearing on the proposed vacations was ordered by Willmar City Council in its Resolution No. 2025-025, dated February 18th, 2025, and thereafter conducted by the Willmar City Council on April 7th, 2025, pursuant to Subdivision 6 of Section 9.01 of the Willmar City Charter; and

WHEREAS, mailed notice of the public hearing on the proposed vacation was sent to all record owners of real property located within 600 feet of the Property on March 12th, 2025, and notice of the public hearing on the proposed vacation was published in the City’s official newspaper on March 8th, 2025, and again on March 15th, 2025, as evidenced by the Affidavit of Mailing and Publication attached hereto as Exhibit A, in satisfaction of the requirements of Subdivision 6 of Section 9.01 of the Willmar City Charter; and

WHEREAS, the City Council of Willmar finds that it is in the best interest of the City of Willmar to vacate a portion of the right-of-way, as described below and as depicted in the attached Exhibit B, subject to the terms and conditions of vacation set forth herein.

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

1. A portion of the Gorton Avenue NW right-of-way, as described below and as depicted in the attached Exhibit B, is hereby vacated, subject to the condition set forth in Paragraph 2 below:

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

2. The vacation referenced in Paragraph 1 above be made subject to the following conditions:
 - a. The execution of the Agreement to Clarify City Right of Way Lines by the City and property owner, in a form substantially similar to the attached; and
 - b. the final approval and execution of an Easement Agreement, in a form substantially similar to the attached.

Dated this 7th day of April 2025.

MAYOR

Attest:

CITY CLERK

Exhibit A

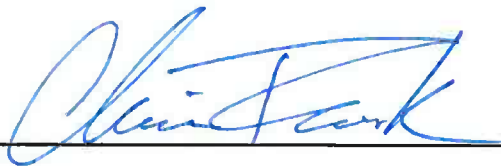
AFFIDAVIT OF MAILING OF NOTICE FOR CITY COUNCIL HEARING ON VACATING RIGHT OF WAY

The undersigned, being the duly qualified and serving as the City Planner of the City of Willmar, Minnesota, does hereby certify that on March 12, 2025, (being ten days or more before the hearing on said vacation), mailed Notice of Hearing and Copy of Resolution (a true and correct copy of which is attached hereto as part of Exhibit A) to the surrounding landowners within a 600-foot radius of the subject vacation.

For the purpose of giving such mailed notice the undersigned secured the below listed names of the property owners within 600 feet of the subject property:

FAIRVIEW CEMETERY ASSN
STATE OF MINNESOTA - DOT
CITY OF WILLMAR
VIKING COCA-COLA BOTTLING
CO
CALVARY LUTHERAN CHURCH
WEST CENTRAL STEEL, INC
STATE OF MINNESOTA
KONZ/NICOLE
NESS/STUART
KEITH/RONALD F & BONITA K
HTOO/LAH KAW/ETAL (4)
CLARK/WM H & ELIZABETH A
LINGL/MARIE J
ERICKSON LIV TRUST/MICHAEL
& L
SCHWAB/ROGER N & ELAINE K
CENTRAL MN SENIOR CARE
PROP
LAPATKA/ANTHONY & MARY

Given under my hand and the seal of the City this 12th, day of March, 2025



Christopher Frank
City Planner

Exhibit A
MAILED NOTICE



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

**NOTICE OF RESOLUTION AND HEARING ON A VACATION
OF PUBLIC RIGHT-OF-WAY**

Notice is hereby given that the City Council of Willmar will meet on Monday, April 7, 2025, at 6:30 p.m. at the Willmar Municipal Utilities Building, 700 Litchfield Ave SW, Willmar, MN 56201, to conduct a public hearing to hear reasons for and against a vacation of public right-of-way, returning land to the adjacent landowner, Anthony and Mary Lapatka, in exchange for additional utility and drainage easements. The proposed vacation is located adjacent to 2333 Gorton Ave NW, Willmar, MN 56201 (Kandiyohi Tax ID: 95-380-0130). The City Council Resolution #2025-025, dated February 18, 2025, is enclosed herein.

All property owners or residents living in the vicinity of the above-described property are hereby notified of the public hearing and that they may appear in person or be represented by counsel to be heard on this matter. The Planning Commission agenda can be found on the Calendar on the home page of the City's website (www.willmarmn.gov). If you have questions, contact the Department of Planning and Development Services at (320) 214-5195, or by email at planning@willmarmn.gov.

March 12, 2025
Date

Christopher Frank
City Planner

RESOLUTION NO. 2025-025

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

Motion By: Fagerlie Second By: Davis

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

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

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

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

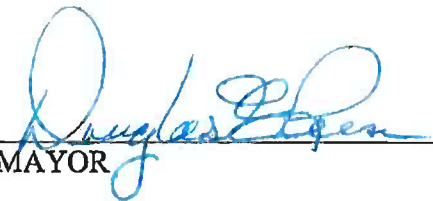
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Willmar that:

1. Pursuant to Charter Section 9.01, subdivision 2, the Council hereby initiates the vacation of that certain portion of public right-of-way in the City of Willmar, Kandiyohi County, Minnesota, as legally described and depicted in the attached Exhibit A.
2. The Council intends that the vacation proposed herein be subject to the following conditions: (a) the final execution of the Agreement to Clarify City Right of Way Lines by property owner and the City; and (b) the final approval and execution by the Property Owner of an Easement Agreement, reserving certain drainage and utility easements to the City.
3. That the Council conduct a public hearing at 6:30 p.m. on April 7, 2025 in the Willmar Municipal Utilities Auditorium, 700 Litchfield Ave SW, Willmar, MN 56201
4. That the purpose of the public hearing will be to consider the vacation of a portion of the public right-of-way on Gorton Avenue NW comprising 4,553 square feet in size,

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

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

Dated this 18th day of February, 2025.


MAYOR

Attest:


CITY CLERK

Exhibit A
DEPICTION OF VACATION AREA

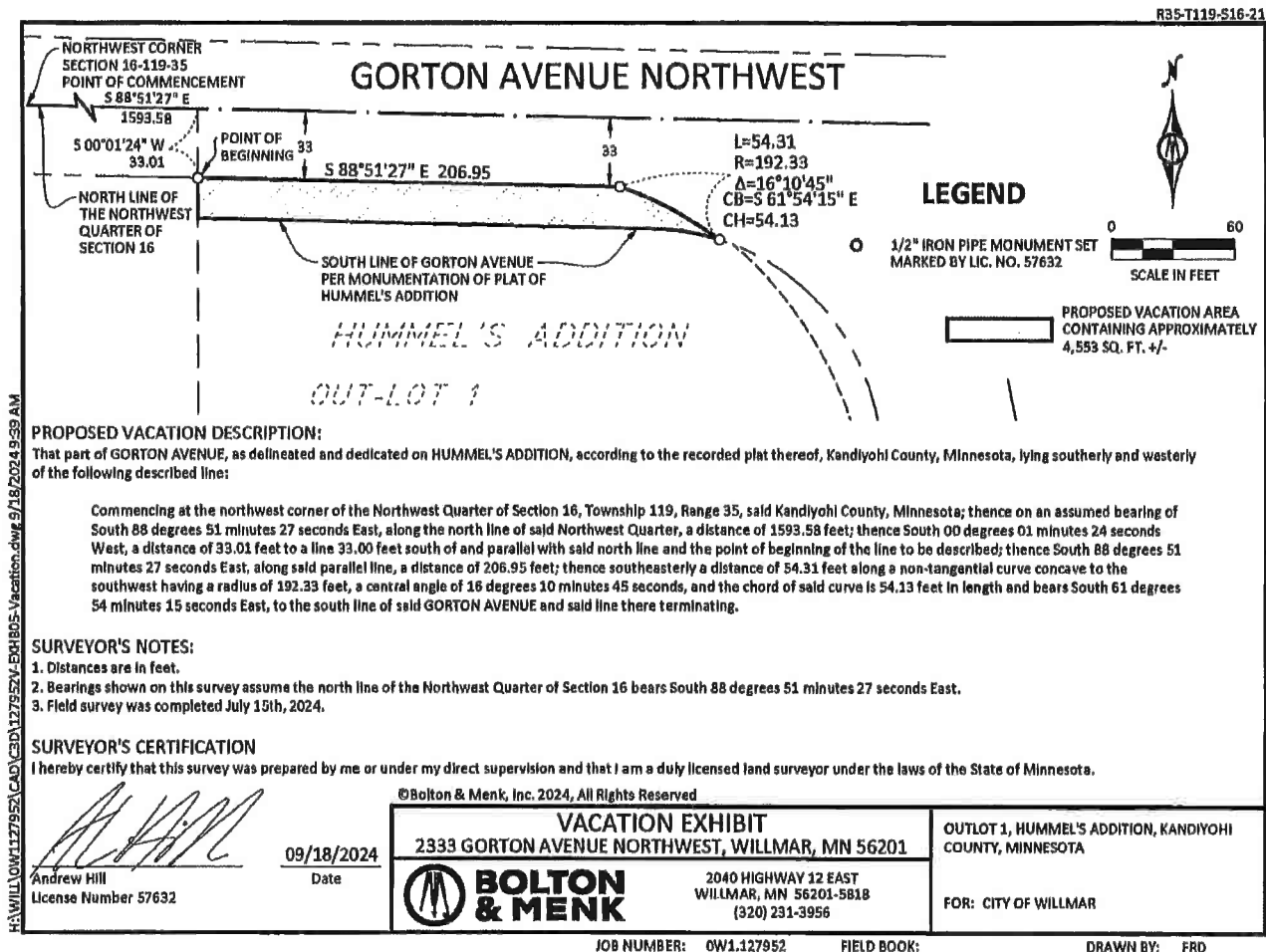
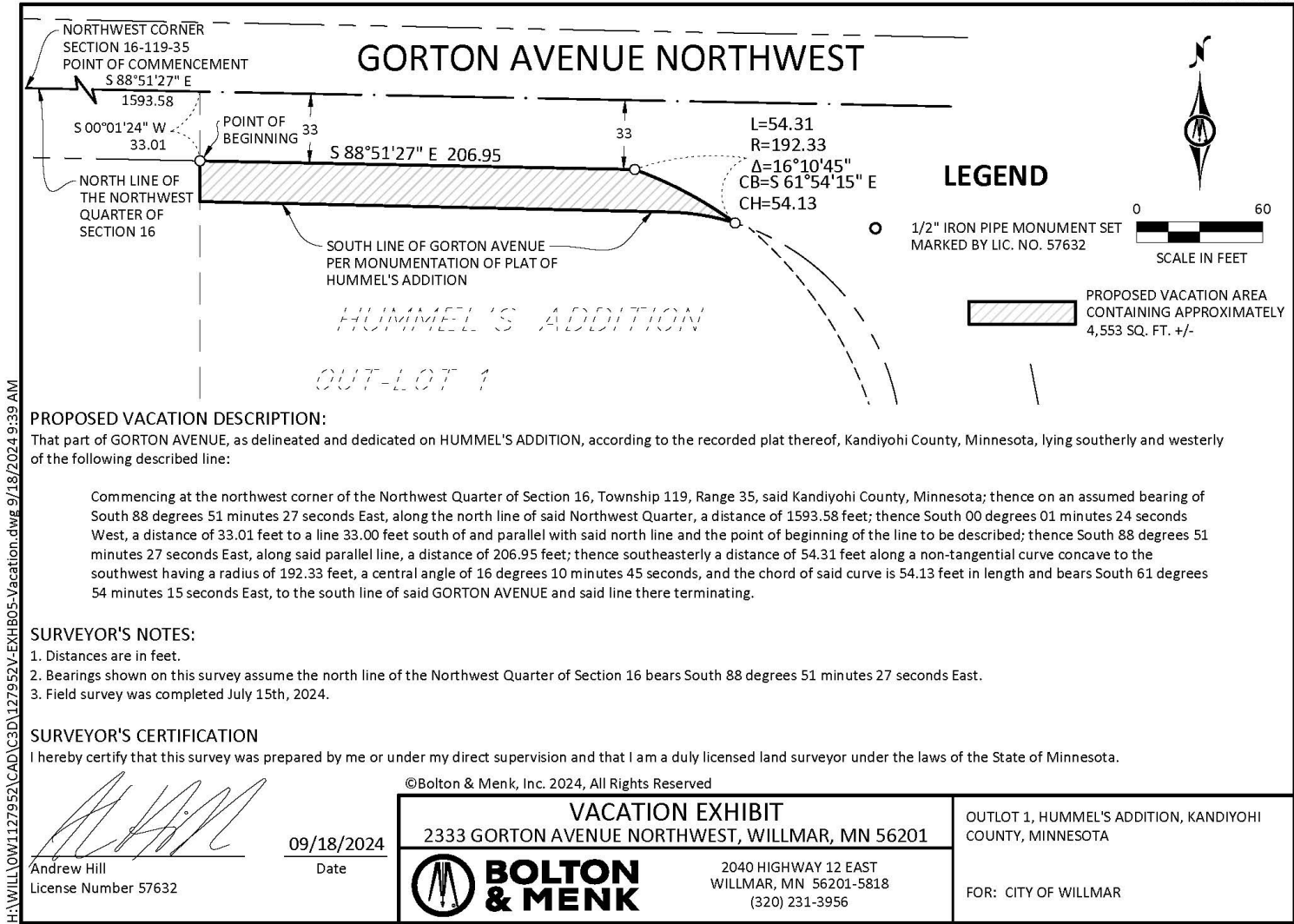


Exhibit B



EXHIBIT B – VACATION DEPICTION

R35-T119-S16-21



H:\WILLLOW\1127952\CAD\C3D\127952V-EXH05-Vacation.dwg 9/18/2024 9:39 AM

AGREEMENT TO CLARIFY CITY RIGHT-OF-WAY LINES

This agreement (the "Agreement") is made and entered into this 18 day of February, 2025, 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

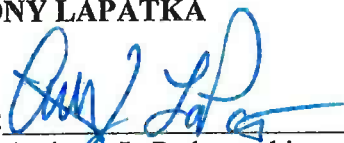
a Permanent Easement Agreement(s) with the City granting certain permanent right-of-way, drainage and utility easements to the City as follows:

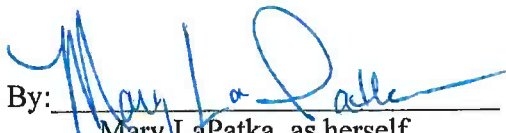
- a. A permanent right-of-way easement over, under and across the portions of the Property as legally described and depicted in Exhibit B (see areas labeled "Proposed Roadway Easement Area Containing 518 SQ. FT. +/-"); and
 - b. A permanent drainage and utility easement over, under and across the portion 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:

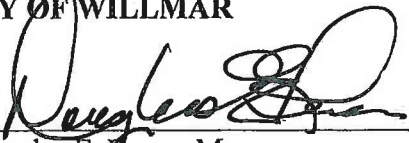
TONY LAPATKA

By: 
Anthony LaPatka, as himself

By: 
Mary LaPatka, as herself

CITY:

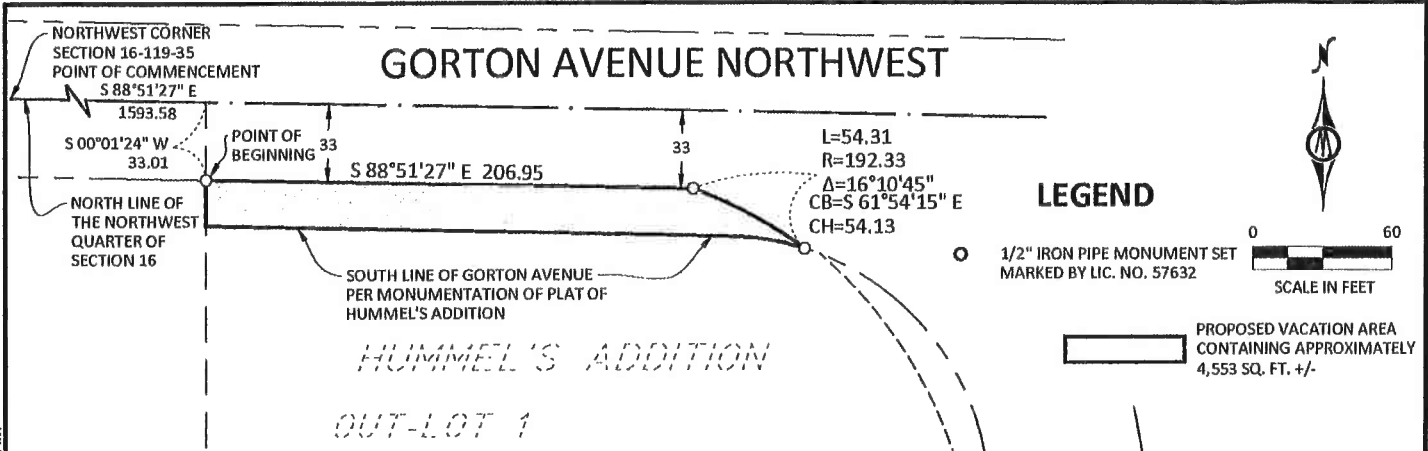
CITY OF WILLMAR

By: 
Douglas E. Reese, Mayor

By: 
Leslie Valiant, City Administrator

EXHIBIT A – VACATION EXHIBIT

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.

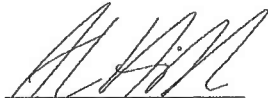
SURVEYOR'S NOTES:

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.

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Andrew Hill
License Number 57632

09/18/2024
Date

VACATION EXHIBIT
2333 GORTON AVENUE NORTHWEST, WILLMAR, MN 56201



BOLTON & MENK

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

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

FOR: CITY OF WILLMAR

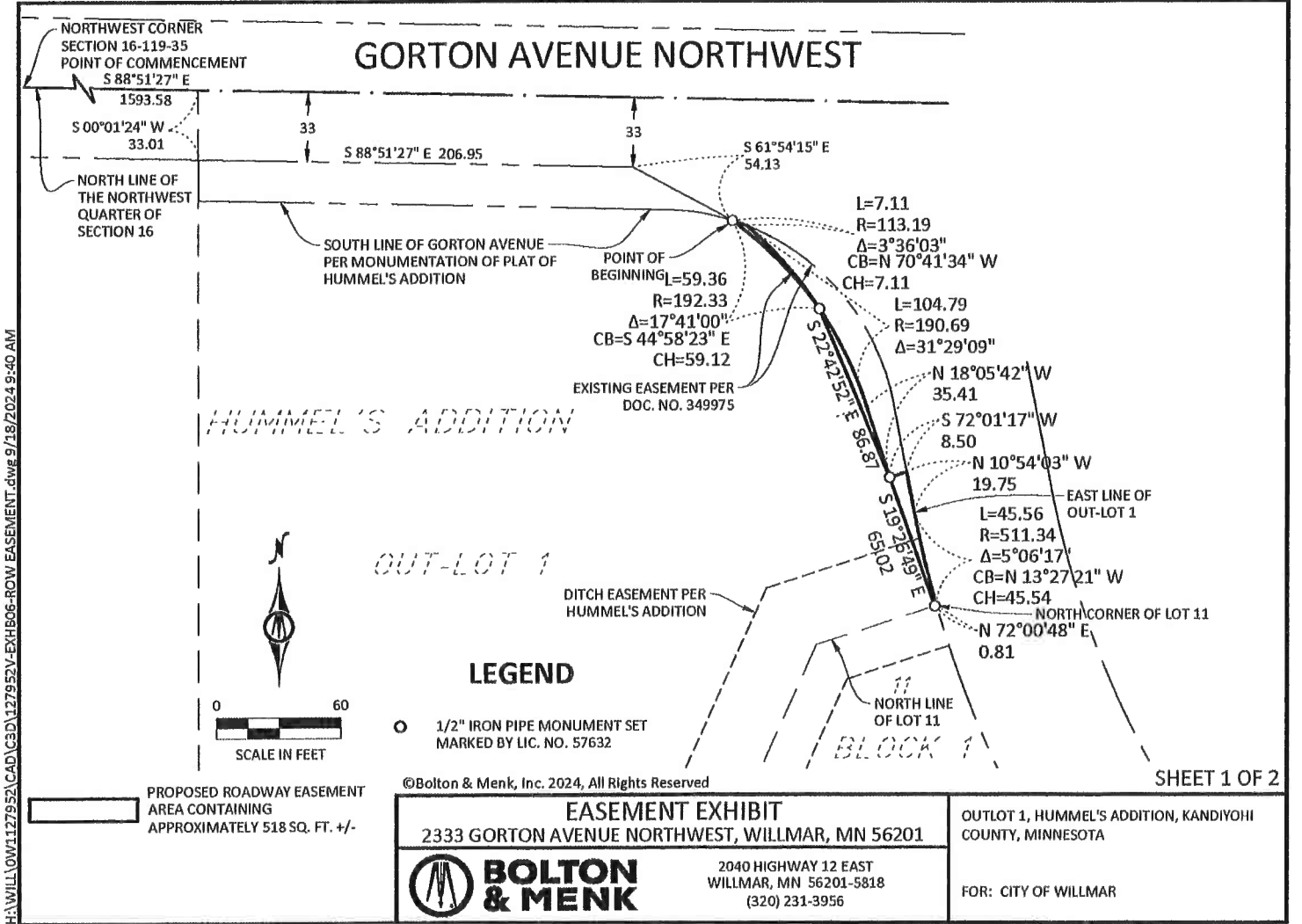
JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

EXHIBIT B – NEW RIGHT OF WAY DEPICTION AND DESCRIPTION

R35-T119-S16-21



PROPOSED DESCRIPTION:

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

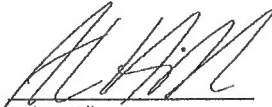
Commencing at the northwest corner of the Northwest Quarter of Section 16, Township 119, Range 35, said Kandiyohi County, Minnesota; thence on an assumed bearing of South 88 degrees 51 minutes 27 seconds East, along the north line of said Northwest Quarter, a distance of 1593.58 feet; thence South 00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

SURVEYOR'S NOTES:

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

SURVEYOR'S CERTIFICATION

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



Andrew Hill
License Number 57632

09/18/2024
Date

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SHEET 2 OF 2

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

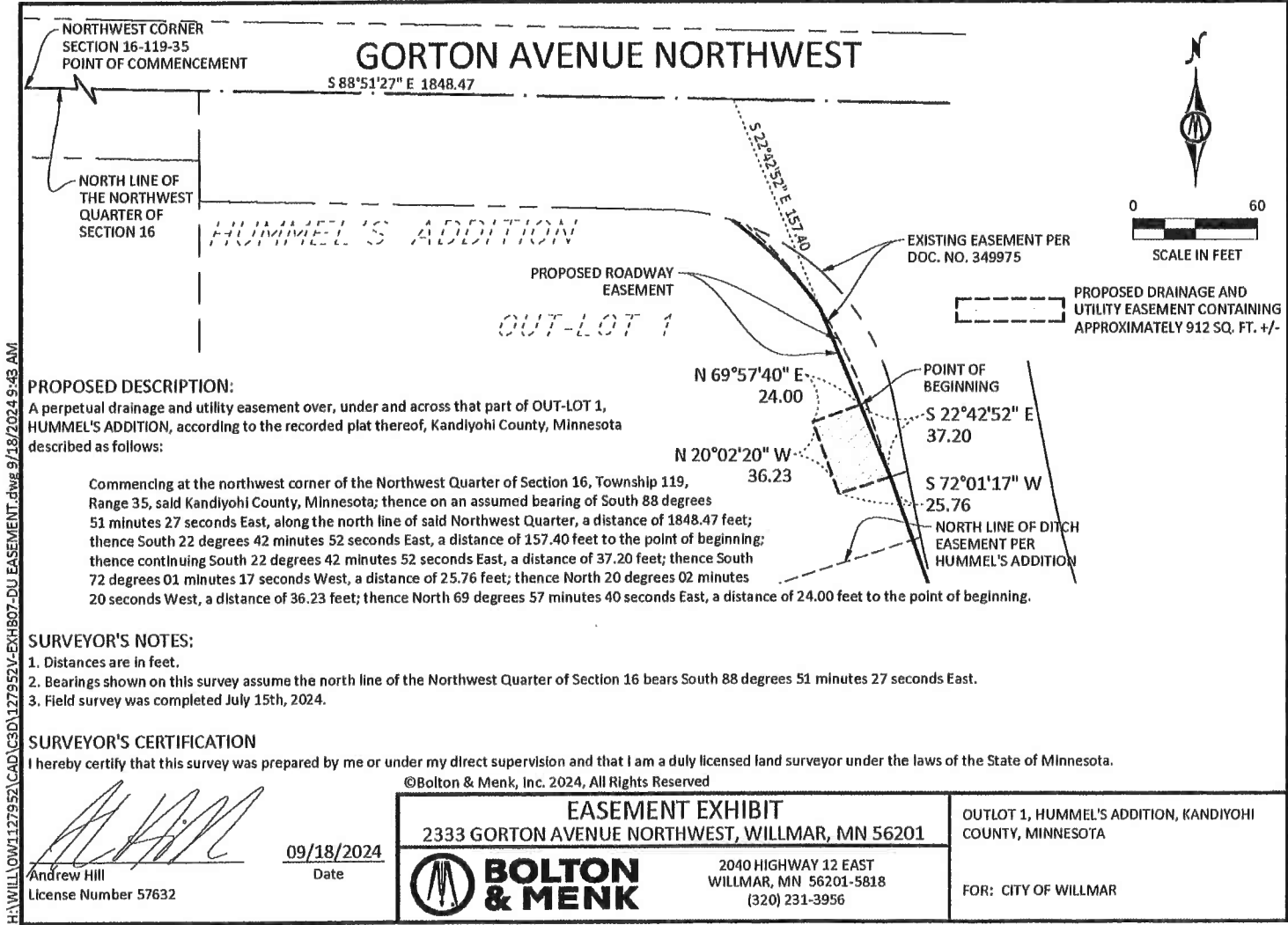
JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

EXHIBIT C – EASEMENT DEPICTION AND DESCRIPTION

R35-T119-S16-21



PERMANENT PUBLIC RIGHT-OF-WAY, DRAINAGE, and UTILITY EASEMENT

This Agreement is made this ____ day of _____, 2025, by and between Anthony and Mary LaPatka, two individual persons in a lawful marriage residing at 2333 Gorton Avenue NW, Willmar, Minnesota 56201, (hereinafter “Grantor”), and the City of Willmar, a municipal corporation organized under the laws of the State of Minnesota, 333 6th Street Southwest, Willmar, Minnesota 56021 (hereinafter “Grantee”); (collectively the “parties”).

WHEREAS, Grantor is the owner of real property legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Burdened Property”); and

WHEREAS, Grantee desires an easement for drainage and utility purposes upon that portion of the Burdened Property legally described in Exhibit B and depicted in Exhibit C, which is attached hereto and incorporated by reference (the “Permanent Easement Area I”); and

WHEREAS, Grantee desires an easement for a public right-of-way on the existing roadway, upon that portion of the Burdened Property legally described in Exhibit D and depicted in Exhibit E, which is attached hereto and incorporated by reference (the “Permanent Easement Area II”)(collectively, the Permanent Easement Area I and Permanent Easement Area II shall be referred to herein as the “Permanent Easement Areas”); and

WHEREAS, Grantor and Grantee have entered into and executed a separate Agreement to Clarify City Right-of-Way Lines, of which this Easement Agreement is a condition precedent to its final execution; and

WHEREAS, Grantee has requested Grantor to grant permanent easements over, under and across the Permanent Easement Areas for the above-stated purposes; and

WHEREAS, Grantor is willing to grant such a permanent easement over, under and across the Permanent Easement Area for the above-stated purposes subject to, the terms and provisions hereinafter set forth.

AGREEMENT

In consideration of the mutual promises, covenants and obligations contained herein and otherwise in connection with said Agreement to Clarify City Right-of-Way Lines, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee do hereby agree as follows:

1. The undersigned Grantor hereby grants and conveys to the Grantee a Permanent Drainage and Utility Easement, free and clear of all encumbrances, for drainage and utility purposes (the "Drainage and Utility Easement"), over, under and across the Permanent Easement Area I legally described in Exhibit B and shown on Exhibit C.
2. The undersigned Grantor hereby grants and conveys to the Grantee a Right-of-Way Easement, free and clear of all encumbrances, for the purposes of maintaining a public roadway (the "Right of Way Easement"), over, under and across the Permanent Easement Area II legally described in Exhibit D and shown on Exhibit E.
3. The Grantor states and hereby covenants that the Grantor is the lawful owner of the above-described Burdened Property, is lawfully seized and possessed of said Burdened Property, and that the Grantor has good and lawful right to grant the Easements described herein.
4. The Grantee shall have the right to construct, excavate, grade, inspect, install, remove, demolish, operate, maintain, place, replace, reconstruct, improve, enlarge and repair, as it may find reasonably necessary, drainage and utility infrastructure and such other improvements appurtenant thereto as are necessary or convenient to the operation of the pond in the Grantee's sole discretion, in the Permanent Easement Areas described herein.
5. Except as otherwise provided herein, the Grantor shall not erect, construct or locate in the Permanent Easement Areas any new structure or object that was not in existence on the effective date of this Permanent Easement Agreement, or allow, permit, take or authorize any other action in the Permanent Easement Areas or Burdened Property adjacent thereto that would in any way interfere with the Grantee's rights as identified herein, prevent the Grantee's reasonable access to the Permanent Easement Areas, or prevent the public's full enjoyment of the rights granted hereunder, without the written consent of the Grantee.
6. Except as otherwise provided herein, the Grantee, at its sole cost and expense, will at all times maintain the pond and the Permanent Easement Areas in good order, condition and repair.
7. The Grantee and its employees, agents, permittees and licensees shall have the right of ingress and egress to and from the Permanent Easement Areas at all times and without notice to Grantor by such route, in the judgment of the Grantee, as shall occasion the least practical damage and inconvenience to the Grantor
8. The Grantee shall have the right to trim, remove and keep the Permanent Easement Areas clear of all buildings, structures, roots, shrubbery, trees, bushes, undergrowth and all other

obstructions that may interfere with or endanger the Grantee's exercise of any of the rights pursuant to this Permanent Easement.

9. The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.
10. This Permanent Easement Agreement shall be recorded as soon as practicable following its execution with the understanding that the Grantee has complete and absolute sole ownership, use and control of the public drainage and utilities facilities and improvements constructed in the Permanent Easement Areas in accordance with the grant of rights conveyed herein.
11. Grantor and Grantee agree to correct any legal descriptions and/or depictions contained herein if there is a mistake discovered, including any mistakes or discrepancies revealed by an accurate survey of the property identified herein.

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

[Signature pages to follow]

GRANTOR:

ANTHONY AND MARY LAPATKA

By: _____
Anthony LaPatka, as himself

By: _____
Mary LaPatka, as herself

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Anthony LaPatka, as himself, and Mary LaPatka, as herself, married to one another, as owners of the subject real property, Grantee.

Notary Public

GRANTEE:

CITY OF WILLMAR, MINNESOTA

By: _____
Douglas E. Reese, Its Mayor

ATTEST:

By: _____
Leslie Valiant, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Douglas E. Reese, as Mayor, and Leslie Valiant, as City Administrator, for and on behalf of the City of Willmar, a municipal corporation under the laws of the State of Minnesota, Grantee.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PARCEL

OUT-LOT 1, HUMMEL'S ADDITION, according to the recorded plat thereof, Kandiyohi County, Minnesota.

EXHIBIT B

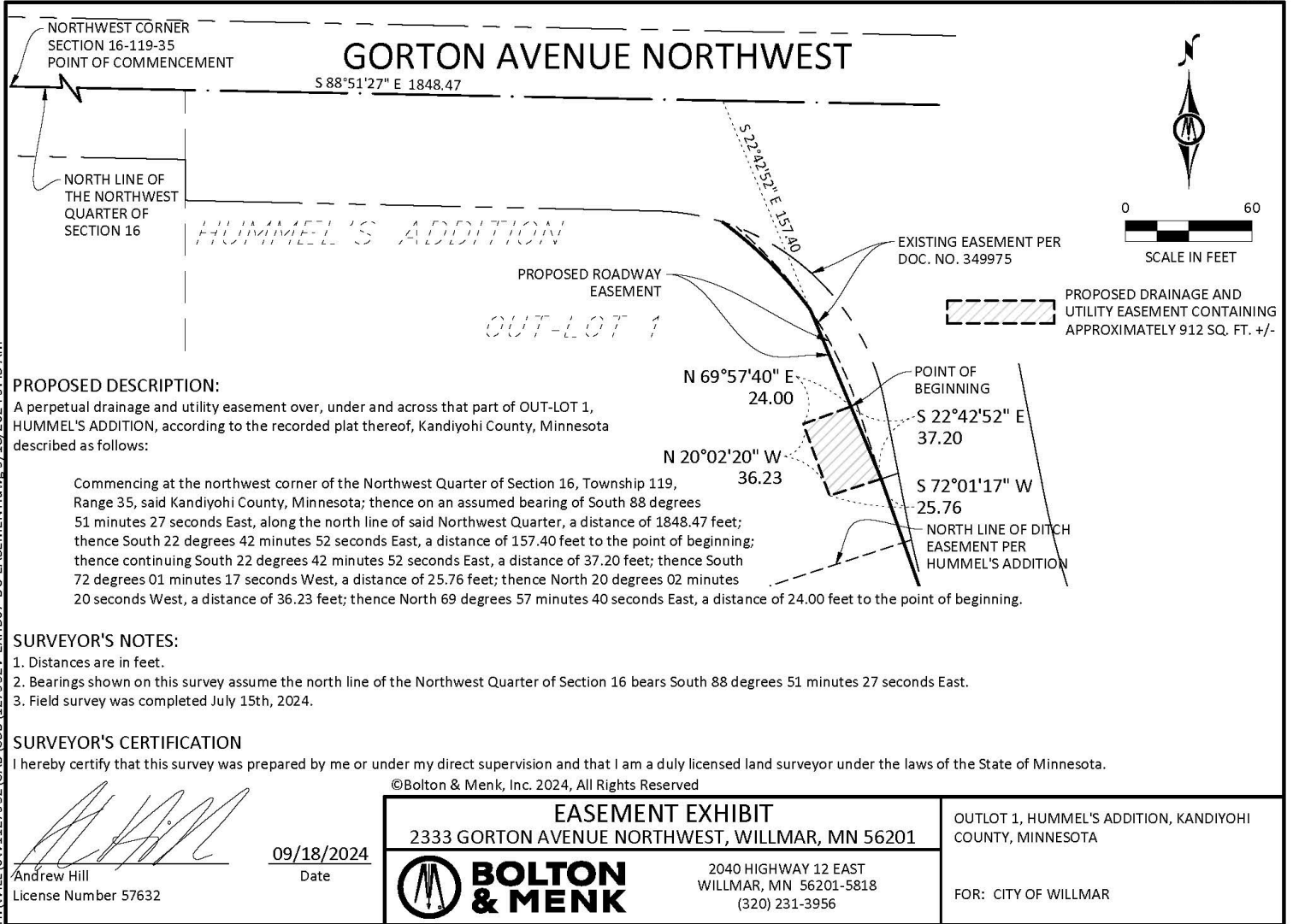
LEGAL DESCRIPTION OF DRAINAGE AND UTILITY PERMANENT EASEMENT AREA I

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 1848.47 feet; thence South 22 degrees 42 minutes 52 seconds East, a distance of 157.40 feet to the point of beginning; thence continuing South 22 degrees 42 minutes 52 seconds East, a distance of 37.20 feet; thence South 72 degrees 01 minutes 17 seconds West, a distance of 25.76 feet; thence North 20 degrees 02 minutes 20 seconds West, a distance of 36.23 feet; thence North 69 degrees 57 minutes 40 seconds East, a distance of 24.00 feet to the point of beginning.

EXHIBIT C

DEPECITION OF DRAINAGE AND UTILITY PERMANENT EASEMENT AREA I

R35-T119-S16-21



JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

EXHIBIT D

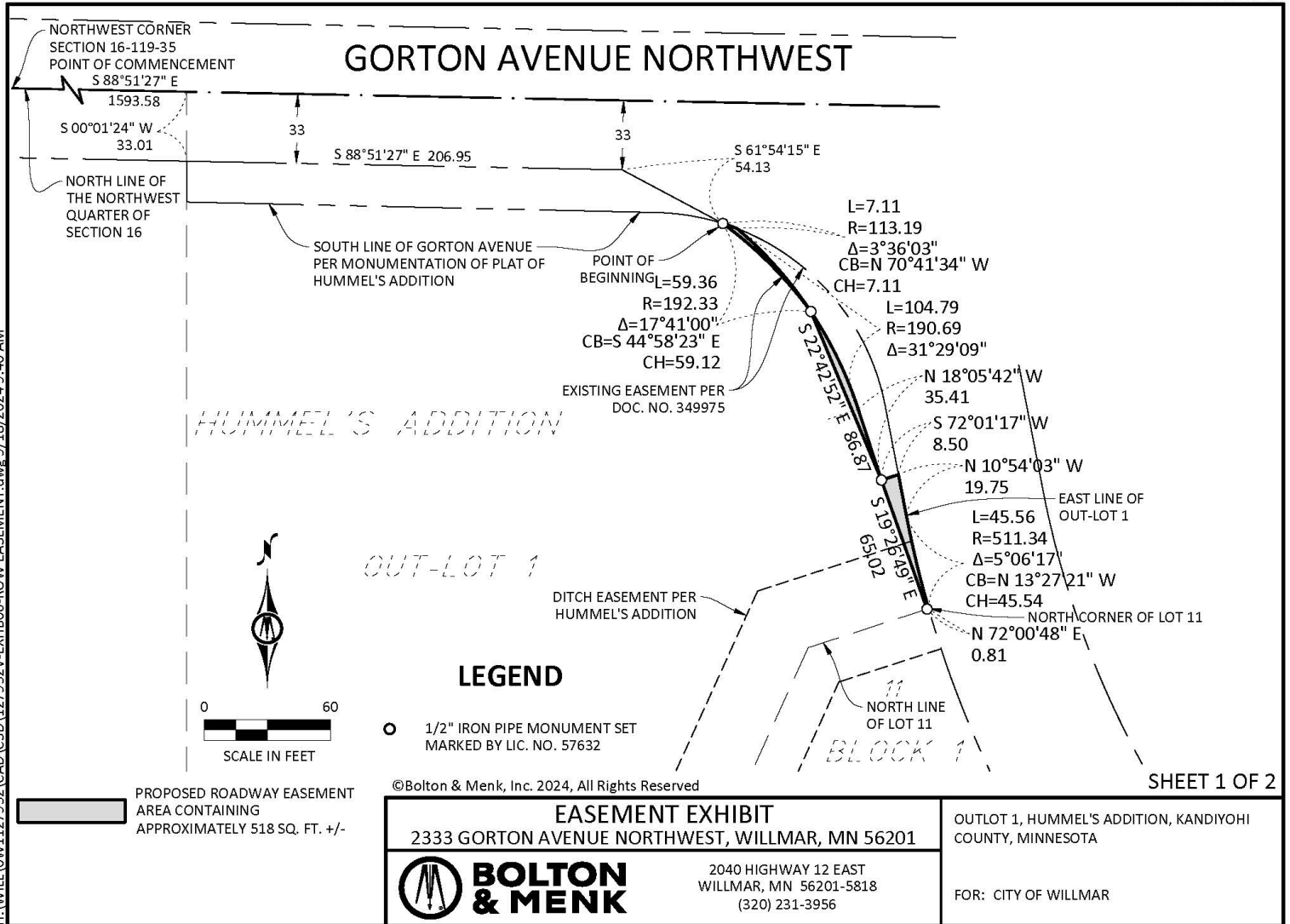
LEGAL DESCRIPTION OF RIGHT-OF-WAY PERMANENT EASEMENT AREA II

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.

EXHIBIT E

DEPICTION OF RIGHT-OF-WAY PERMANENT EASEMENT AREA II

R35-T119-S16-21



JOB NUMBER: OW1.127952

FIELD BOOK:

DRAWN BY: FRD

Resolution No._____

A RESOLUTION APPROVING AND ACCEPTING EASEMENT AGREEMENT

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 Easement Agreement is hereby approved, and the Easement area is hereby accepted by the City, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof that is substantially consistent with the version appended to this resolution.

Dated this 7th day of April, 2025

Mayor

Attest:

City Clerk

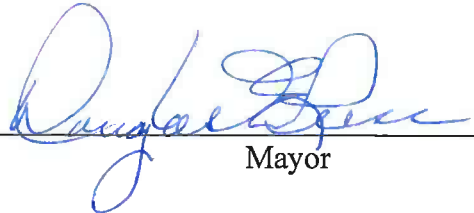
Resolution No. 2025-024

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

Motion By: Gilbertson Second By: Nelsen

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota that the Agreement to Clarify City Right-of-Way Lines is hereby accepted and approved, and be it further resolved that the Mayor and City Administrator of the City of Willmar are hereby authorized to execute a version thereof that is substantially consistent with the version appended to this resolution.

Dated this 18th day of February, 2025



Mayor

Attest:



City Clerk

RESOLUTION NO. 2025-01

**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. 2025-025 from the Willmar City Council, dated February 18, 2025 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 19th day of March, 2025


CHAIR

Attest:

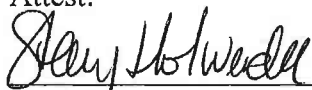
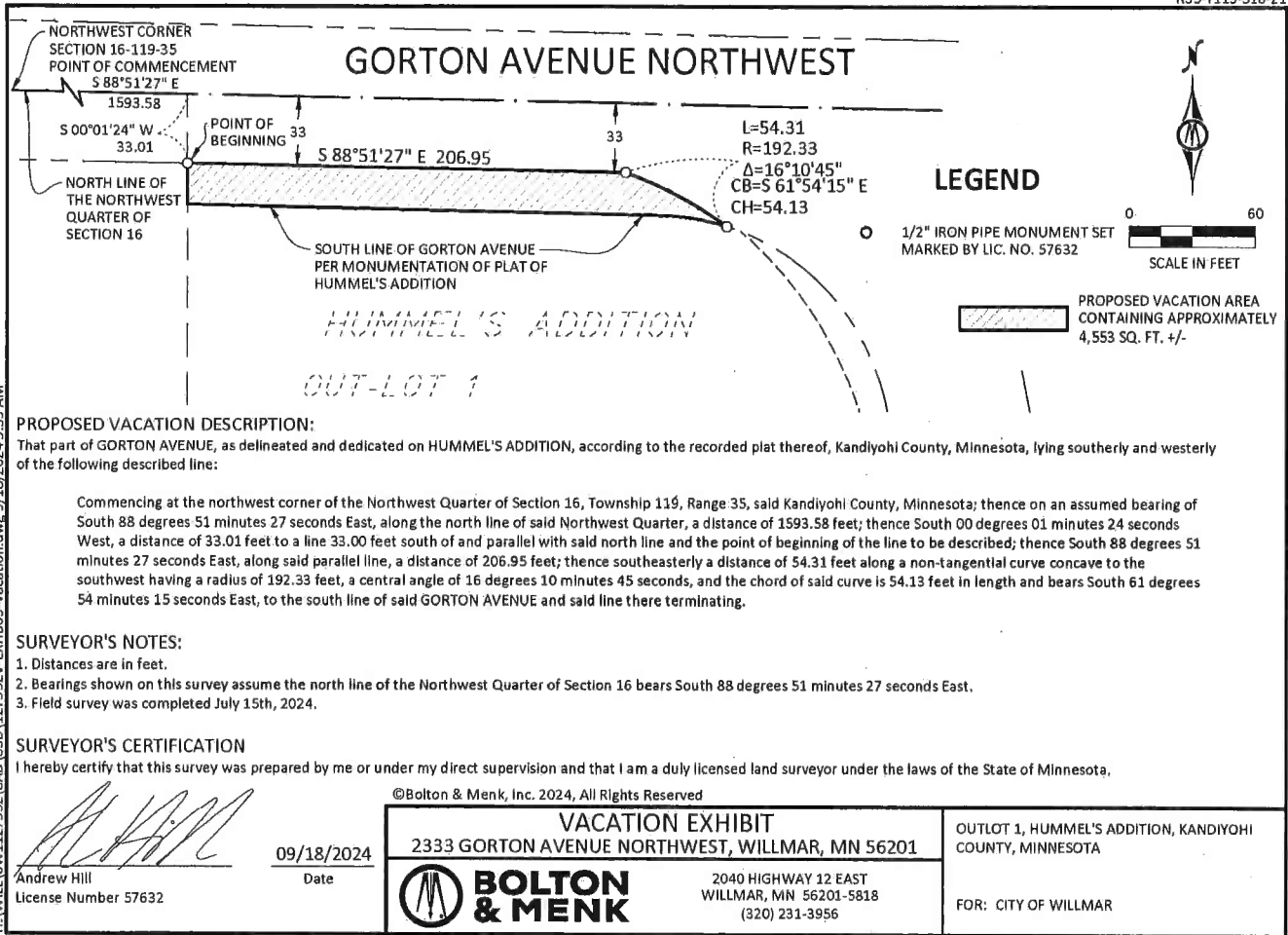

SECRETARY

Exhibit A

VACATION DEPICTION

R35-T119-S16-21





City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	9.B.
Agenda Section:	Public Hearing:	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	Yes	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Fischer First Addition Zoning Map Amendment Proposed Ordinance and Replat		

RECOMMENDED ACTION:

1. Motion by: _____ Second by: _____ to approve the proposed ordinance for the zoning map amendment. Residential 2 to General Business-3
2. Motion by: _____ Second by: _____ to publish the ordinance by summary
3. Motion by: _____ Second by: _____ to approve the Fischer First Addition preliminary and final plat

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's 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.

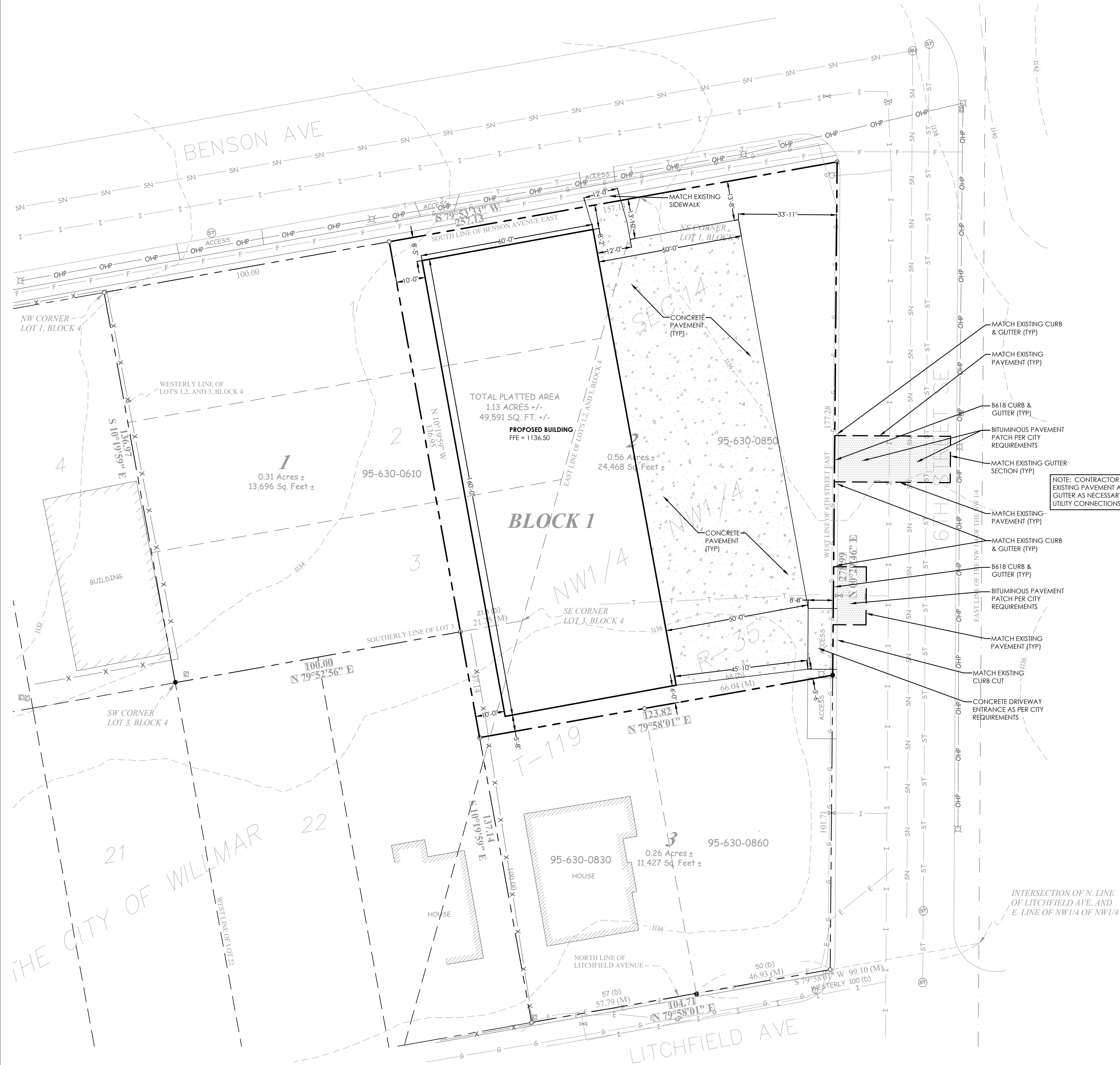
BUDGETARY/FISCAL ISSUES:

0.00

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 25008Fischer Storage Building Civil Check Set 022825
2. 2022-454PP
3. 2022-454FP
4. Fischer rezone from R2 to GB3
5. R2 to GB-3 Summary Publication



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 SUBGRADE 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

NOTE: CONTRACTOR SHALL REPLACE EXISTING PAVEMENT AND CURB & GUTTER AS NECESSARY FOR NEW UTILITY CONNECTIONS (SEE SHEET C6)

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

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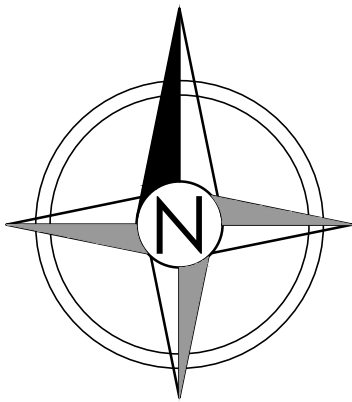
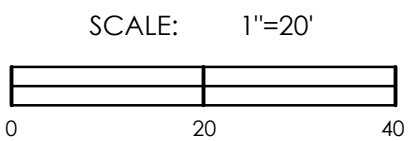
CIVIL SHEET INDEX

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 testing laboratory, and at 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

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION

25006Specs.dwg



SCHULTZ ENGINEERING & SITE DESIGN

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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		
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3		
4		

SCHULTZ ENG. PROJECT NO.: 25008

ISSUE DATE: xx/xx/2025

DRAWN BY: BJS

REVIEWED BY: BJS

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CIVIL SHEET INDEX

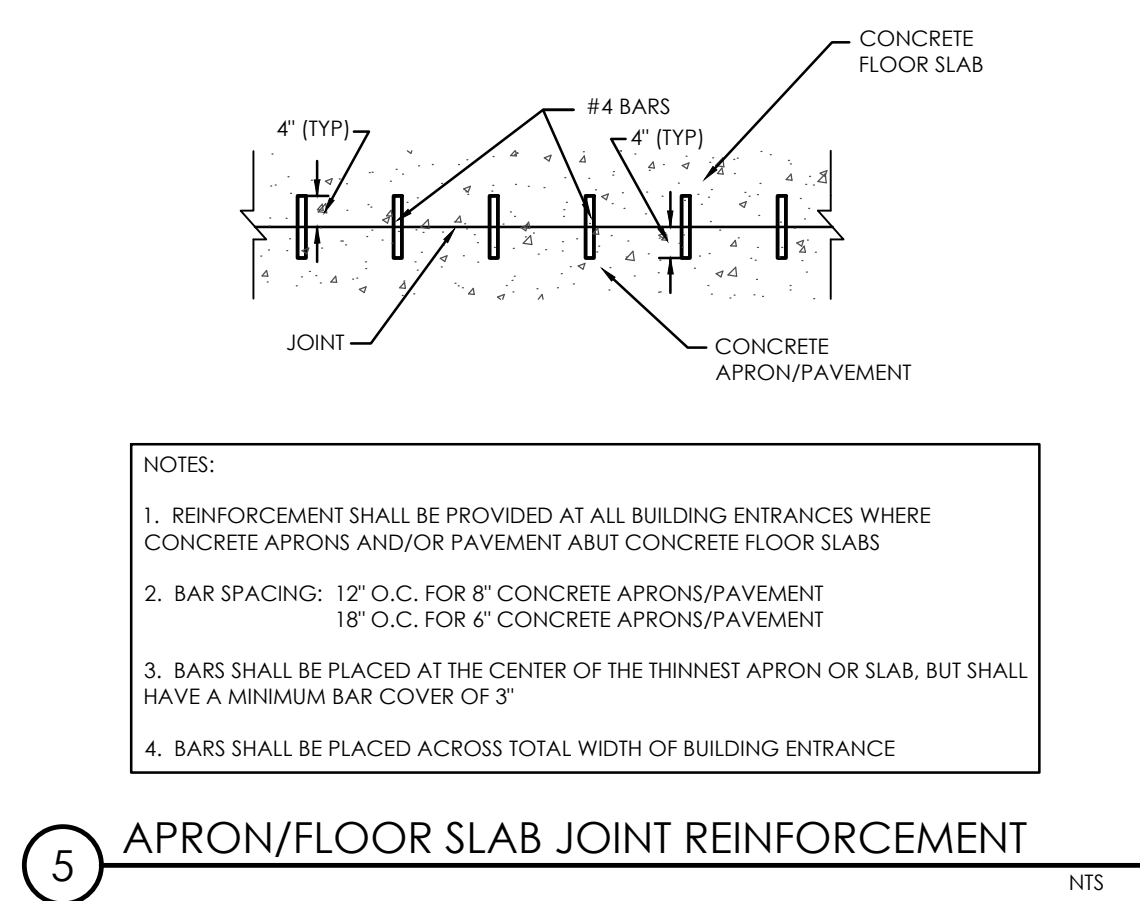
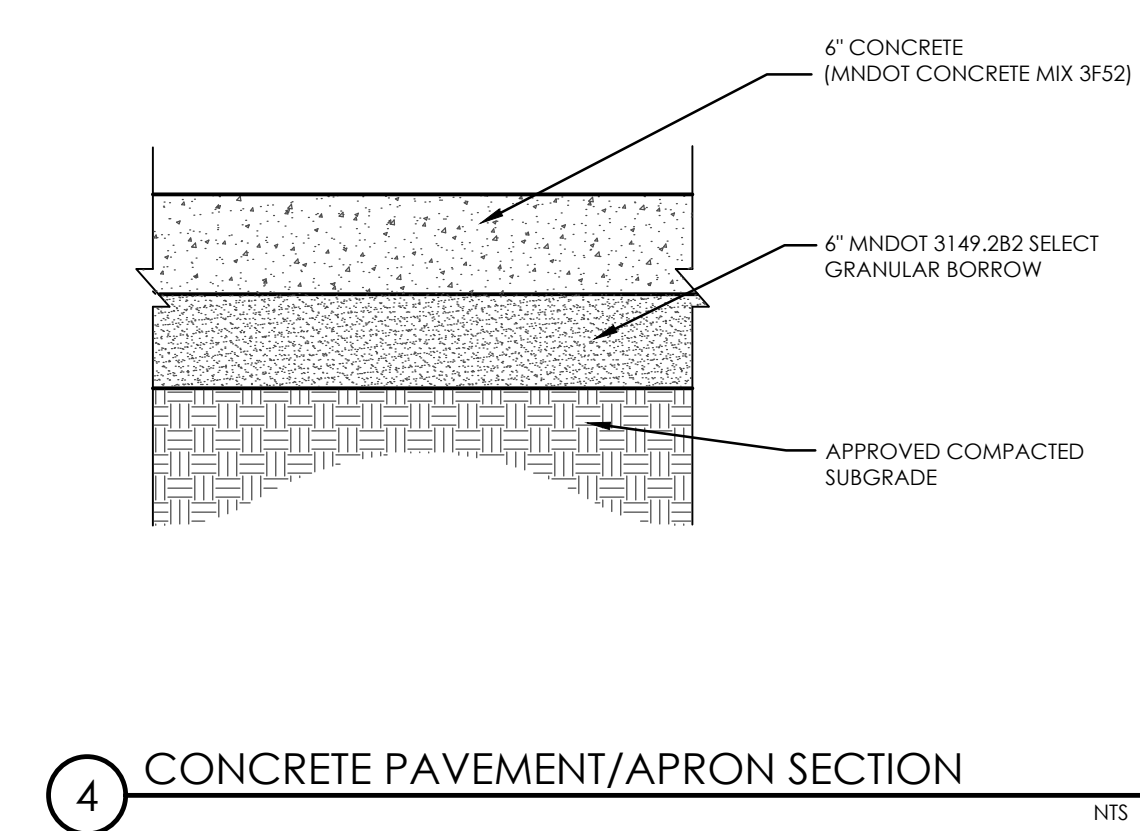
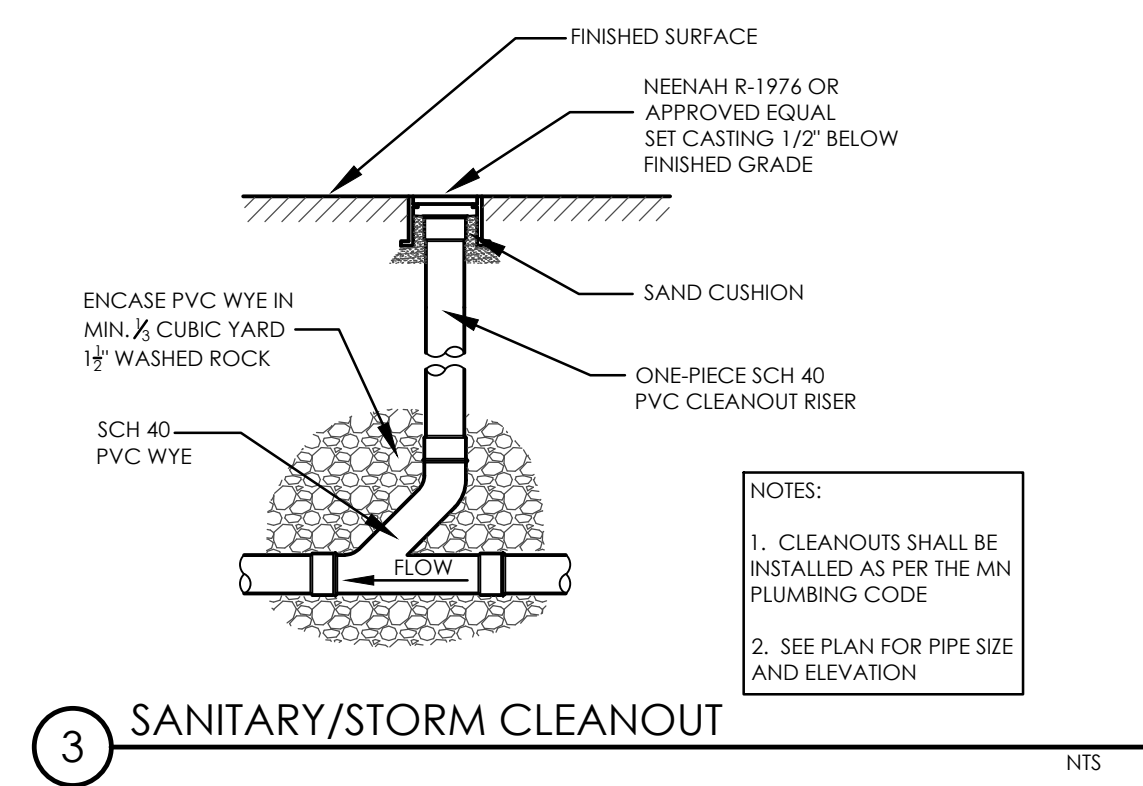
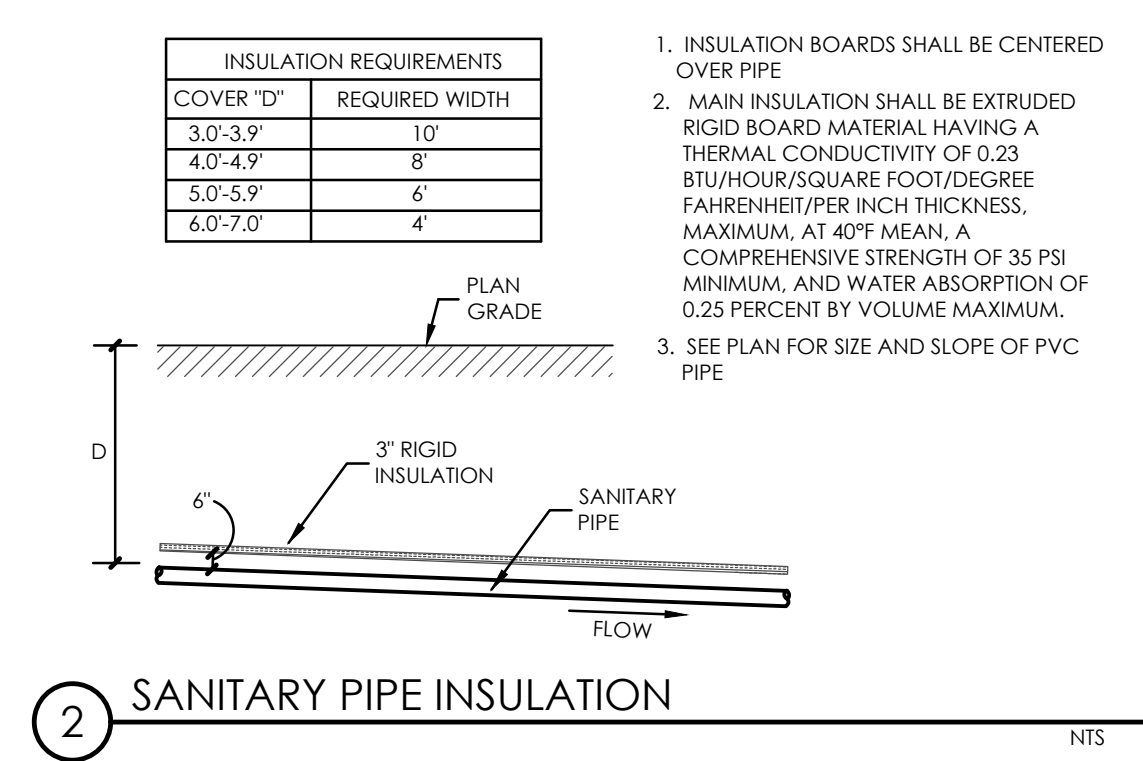
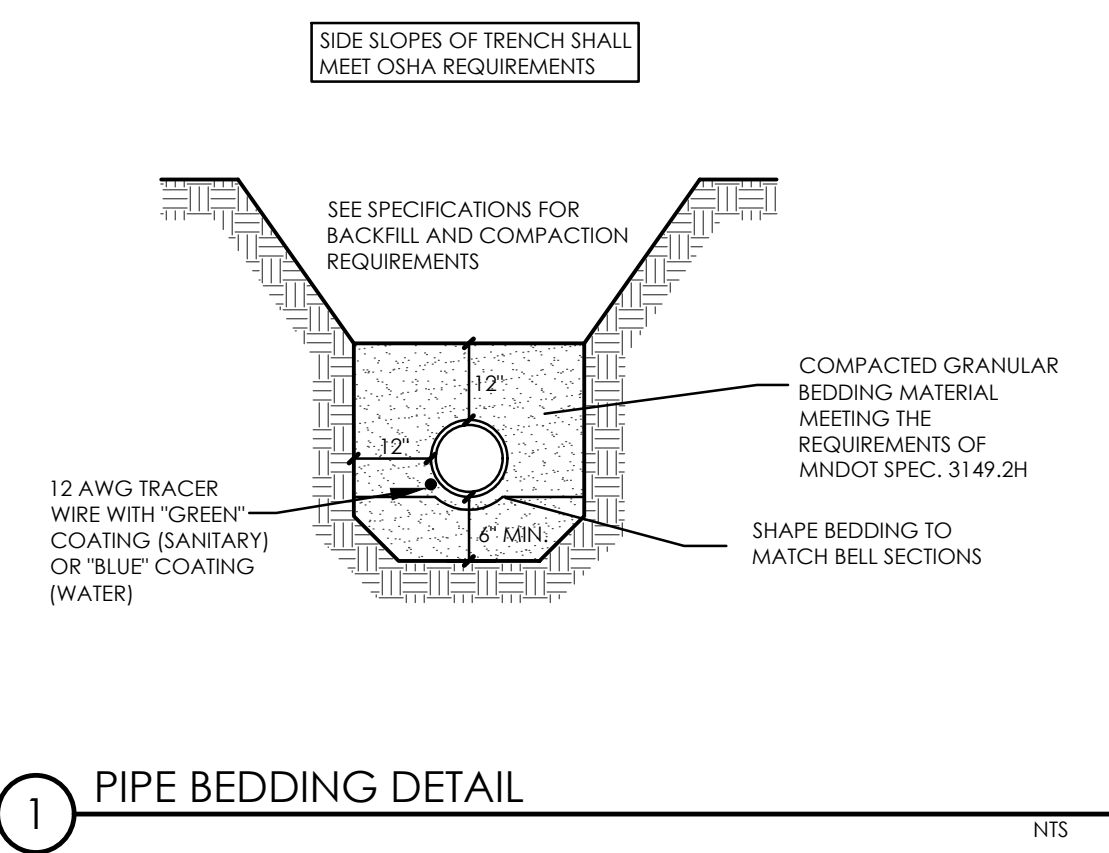
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FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

STANDARD NOTES & SPECIFICATIONS

C1



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250080Details.dwg



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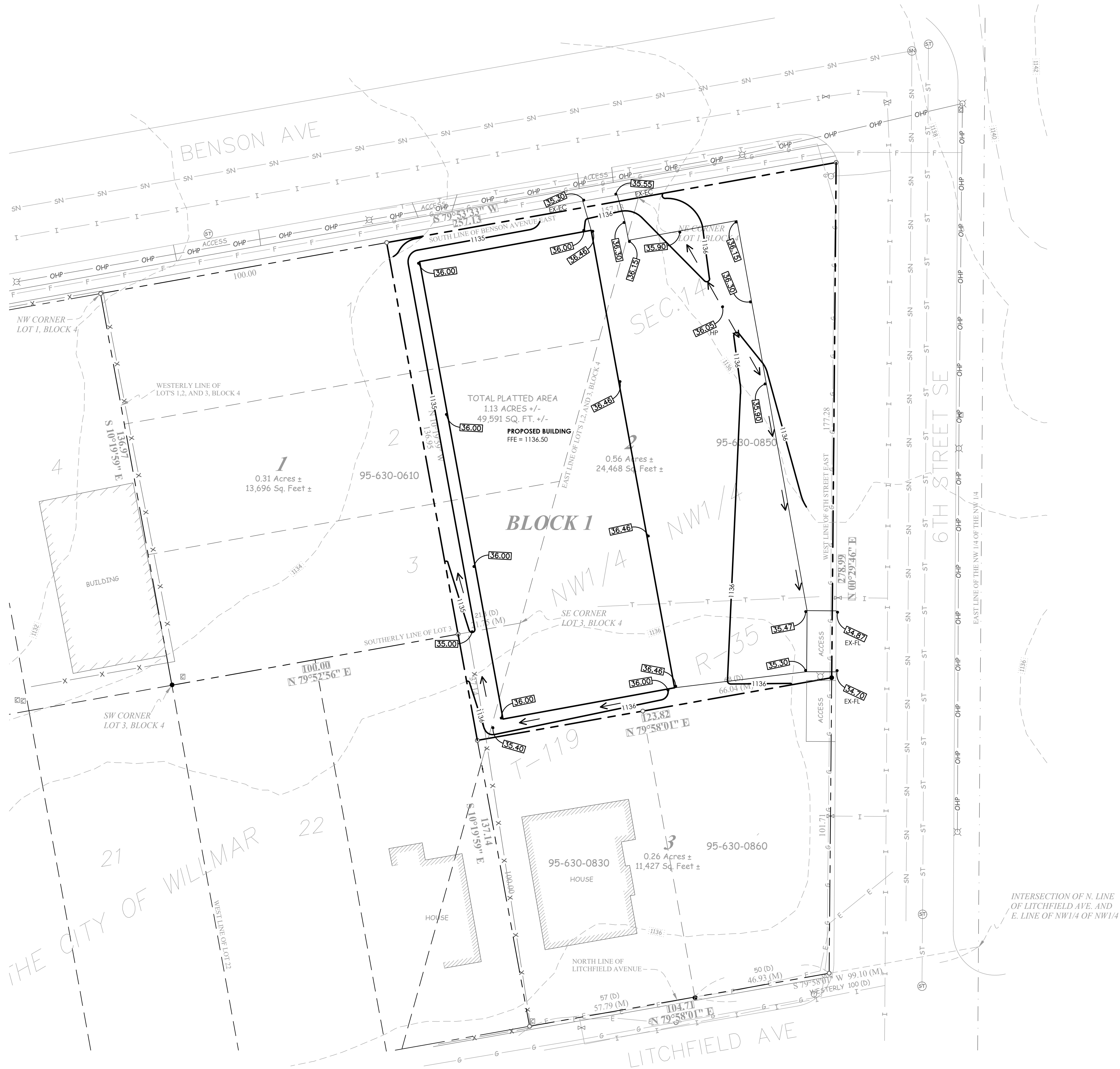
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FISCHER STORAGE BUILDING

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



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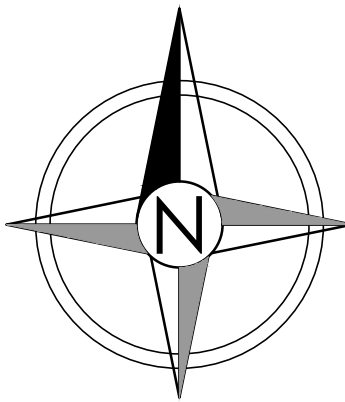
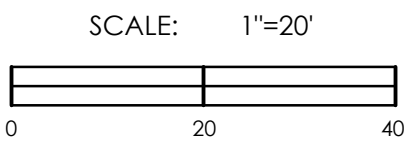
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FISCHER STORAGE BUILDING

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 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 subsails 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
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1		
2		
3		
4		

SCHULTZ ENG, PROJECT NO.: 25008	
ISSUE DATE:	xx/xx/2025
DRAWN BY:	BJS
REVIEWED BY:	BJS
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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



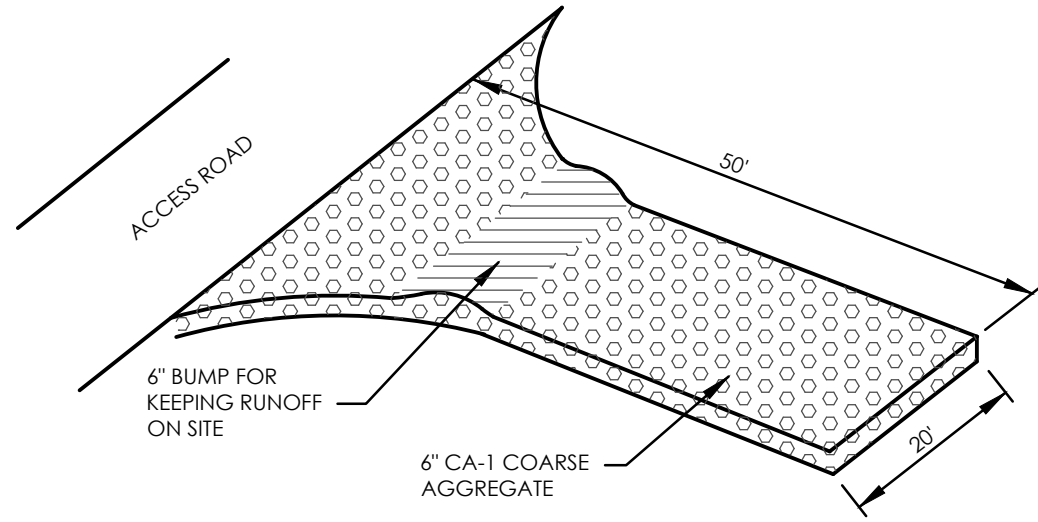
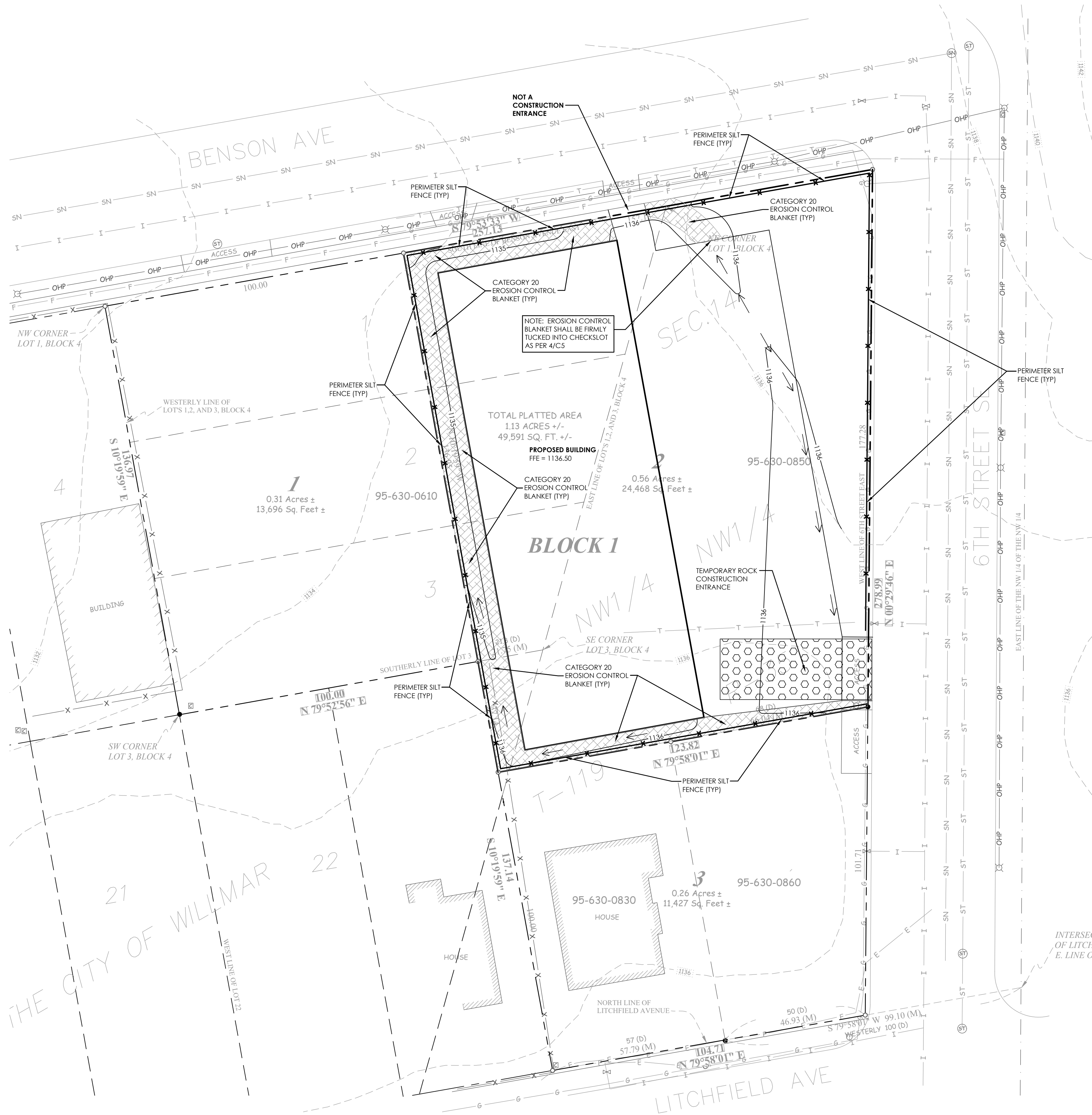
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PH: (320) 339-0669
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schultzeng@live.com
www.schultzengdesign.com

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BRIAN J. SCHULTZ, PE LICENSE NO.: 43129 DATE: xx/xx/2025
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C4

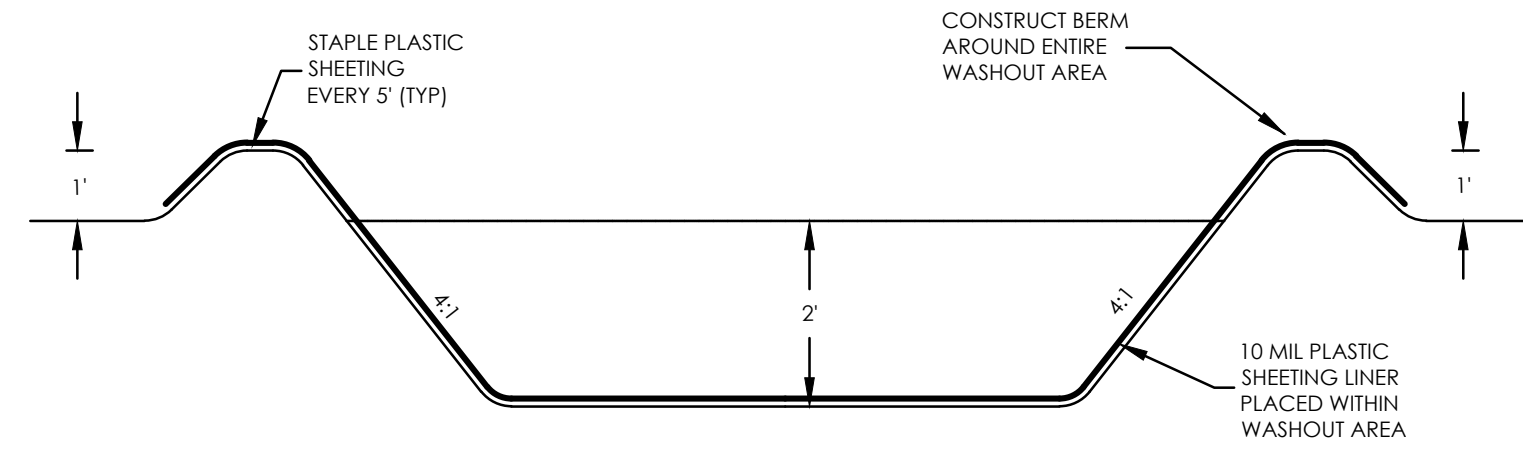


1. THE ROCK ENTRANCE SHALL BE CONSTRUCTED PRIOR TO THE START OF GRADING OPERATIONS.
2. THE ENTRANCE SHALL BE GRADED SUCH THAT POSITIVE DRAINAGE DURING CONSTRUCTION IS PROVIDED.
3. THE ENTRANCE SHALL BE MAINTAINED IN SUCH A CONDITION SUCH THAT IT PREVENTS MUD TRACKING OFF SITE. ADDITIONAL ROCK OR REPLACEMENT 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

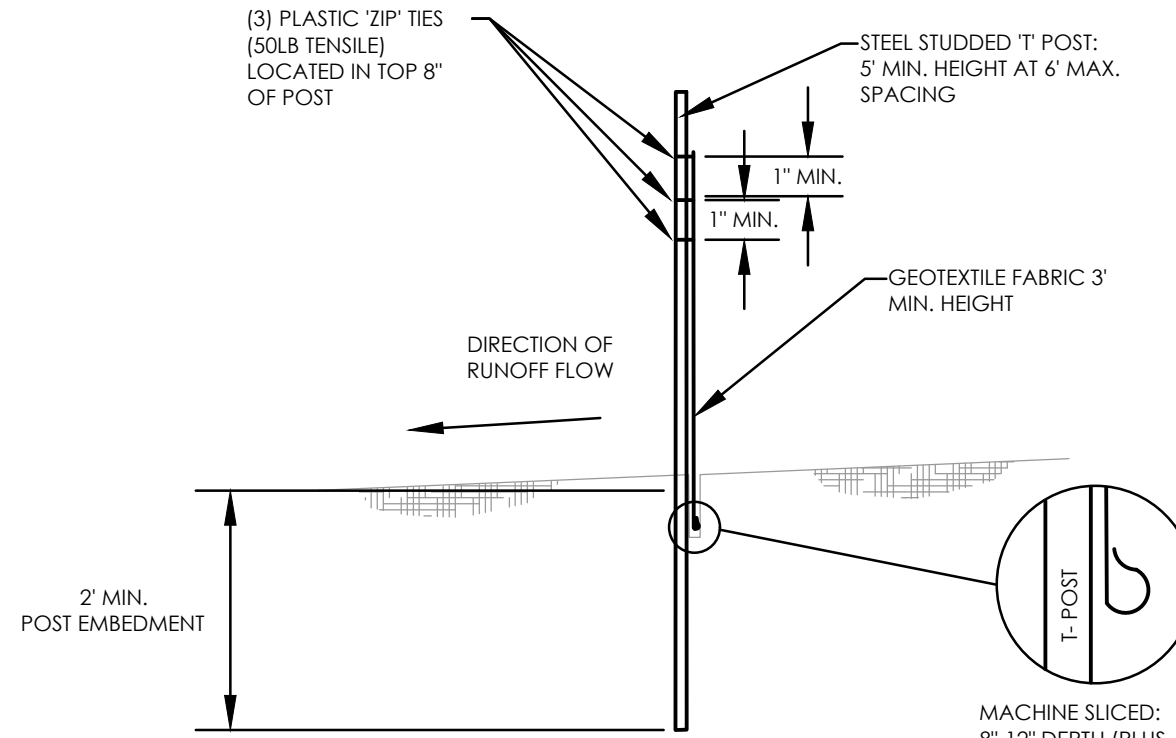
NTS



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

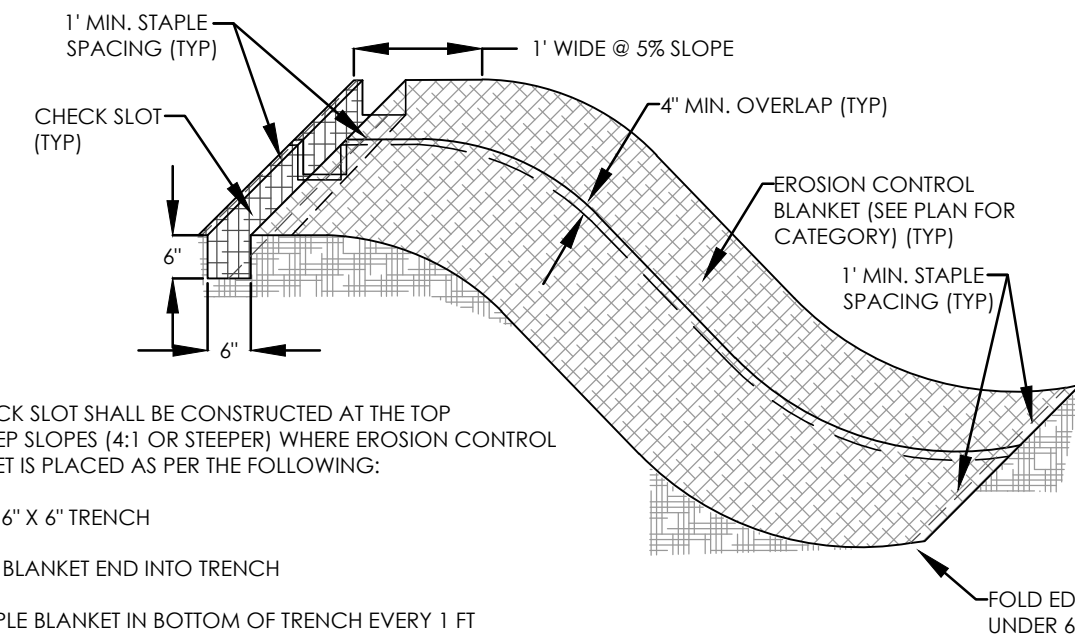
2 CONCRETE WASHOUT

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

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NTS



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LICENSE NO.: 43129
DATE: xx/xx/2025

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DRAWN BY: BJS

REVIEWED BY: BJS

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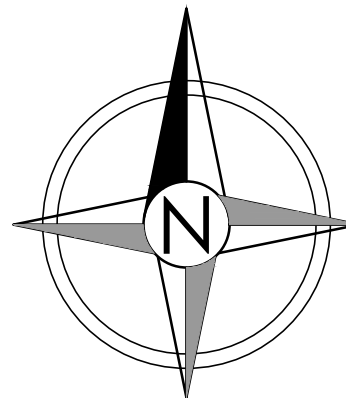
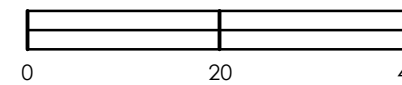
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6TH STREET SE
WILLMAR, MN

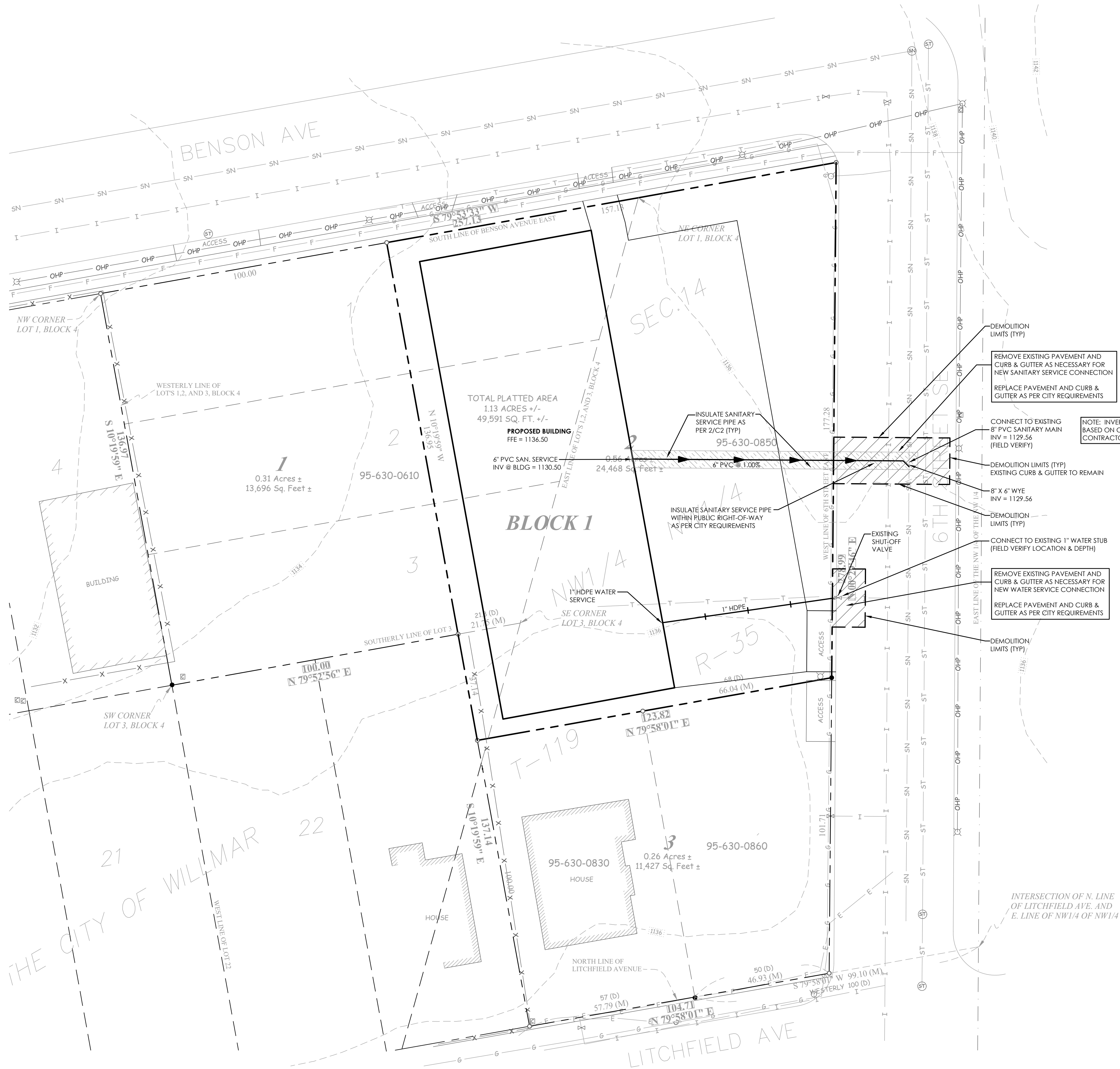
SWPPP - PLAN VIEW

SCALE: 1"=20'



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 MNDDI, 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 MNDDI

PRELIMINARY CIVIL CHECK SET - 02/28/2025

PRELIMINARY - NOT FOR CONSTRUCTION



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BRIAN J. SCHULTZ, PE
LICENSE NO.: 43129
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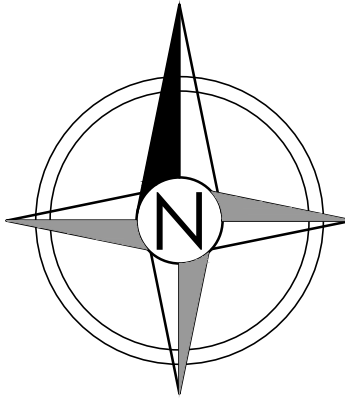
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FISCHER STORAGE BUILDING

6TH STREET SE
WILLMAR, MN

UTILITY PLAN

SCALE: 1"=20'
0 20 40

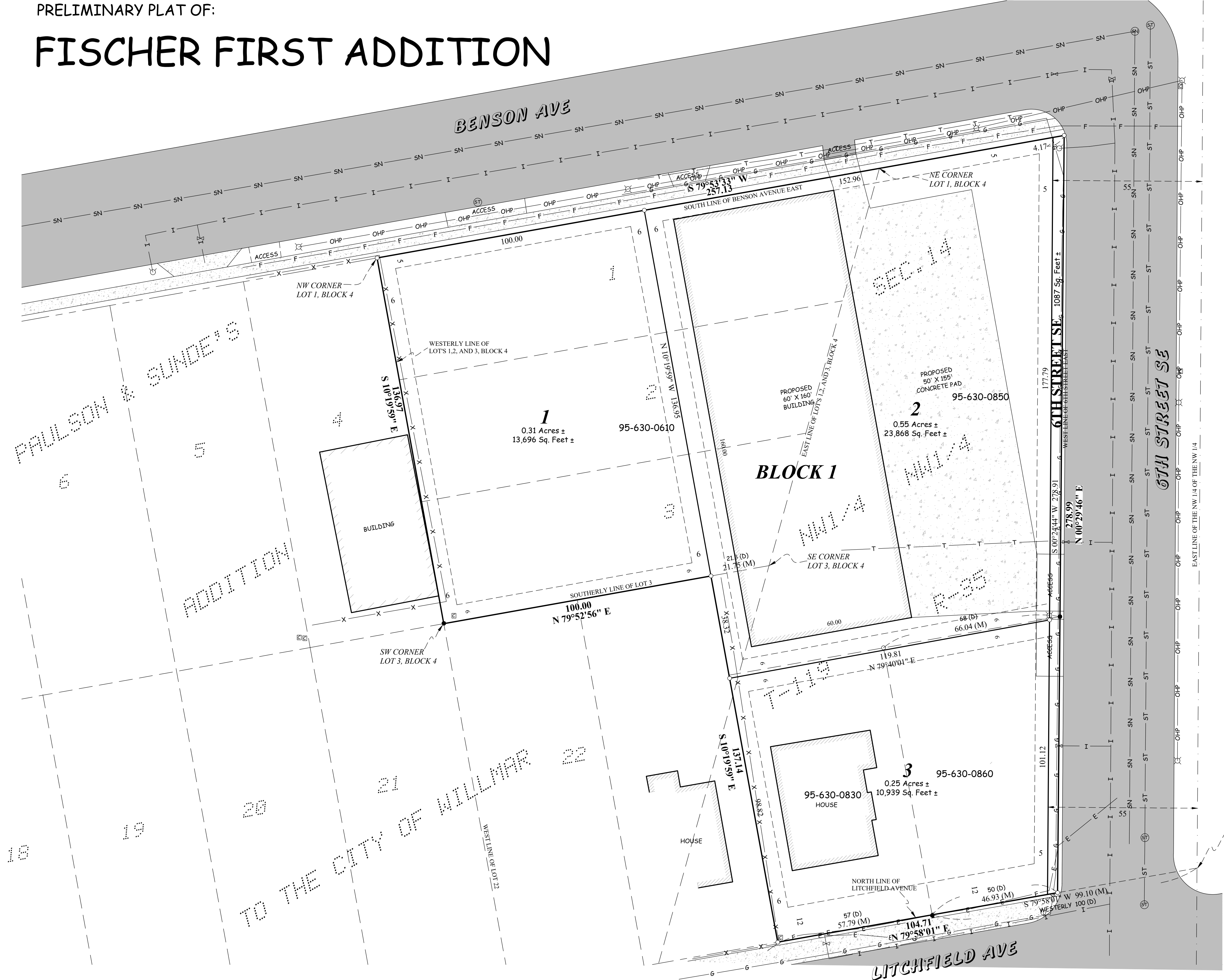


C6

25008utility.dwg

PRELIMINARY PLAT OF:

FISCHER FIRST ADDITION

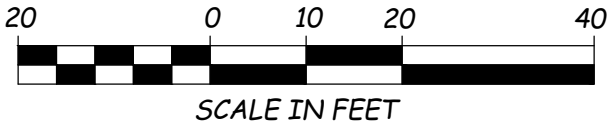
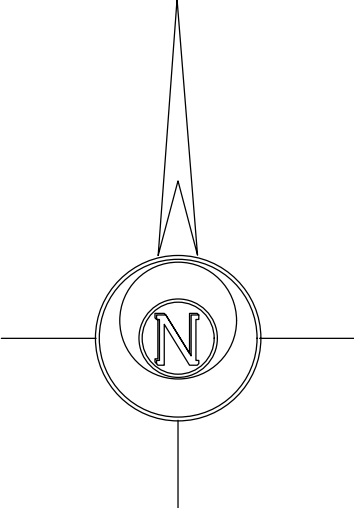


LEGAL DESCRIPTION

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
 - (M)— 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

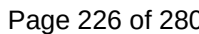
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SHEET 1 OF 1

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

FISCHER FIRST ADDITION

KANDIYOHI COUNTY RECORDER



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: _____

SUMMARY PUBLICATION OF THE CITY OF WILLMAR ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 1060 KNOWN AS WILLMAR ZONING
ORDINANCE BY AMENDING THE OFFICIAL ZONING MAP TO REZONE PROPERTY FROM
RESIDENTIAL 2 (R2) TO GENERAL BUSINESS 3 (GB-3)**

Summary: Ordinance No. _____ amends the City's Zoning Ordinance by amending the official zoning map to rezone parcel(s) as more particularly described in the ordinance from the Residential 2 (R2) district to General Business-3 (GB-3) district.

The complete text of Ordinance No. ____ may be obtained at no charge at City Hall (333 6th Street Southwest, Willmar, MN 56201), or from the City's website at www.willarmn.gov.



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	10.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, Kyle Box, City Operations Director
Item:	Willmar Municipal Utilities Commission Meeting Minutes of February 24, 2025		

RECOMMENDED ACTION:

OVERVIEW:

At its March 3 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 or until the next scheduled city council meeting, in accordance with the City Charter, Section 4.05, Subdivision 5.

Over the last month, staff have continued to meet and discuss the initial review of Willmar Municipal Utilities' request to purchase, extend, or install utilities on a parcel outside city limits.

City of Willmar Financial Review (limited):

After an initial review of the City's latest Wastewater Treatment Facility rate study (completed in the fall of 2024), the balance of the fund is limited to adding any additional capital improvement projects outside the 18 projects identified from 2025 to 2030 without risking dropping below the required coverage amount needed for projected debt service in the Wastewater Treatment Fund. This information is limited and should not be considered complete. A final review would be completed during the due diligence period of the purchase agreement.

Willmar Municipal Utilities:

General Manager Jeron Smith has provided the City Council with an updated memo for its consideration. General Manager Smith will be present to answer questions regarding the memo.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. City Council Memo_04_07_25
2. WMU Property Comparisons & Discussion
3. Property Purchase (WMU Buyer)
4. 2025-028 Defer Action - Resolution
5. 2.24.24 MUC Meeting Minutes

Date: April 7, 2025
To: Willmar City Council
From: Jeron Smith, General Manager, Willmar Municipal Utilities
Subject: Property Purchase Agreement

On behalf of the Willmar Municipal Utilities Commission (MUC), we respectfully request authorization to move forward with the purchase agreement approved on February 24, 2025. Enacting power to overrule the MUC's decision would be based on limited incomplete information. We believe it is essential to enter a due diligence period to gather all necessary information to ensure that the decision is well-informed and in the best interest of the community.

To proceed effectively, we request the opportunity to:

- Engage with the public and work through the established Planning Commission process. This will allow us to ensure that community feedback is considered and that all appropriate steps are taken in line with our city's policies and procedures.
- Evaluate the most economically viable long-term approach to providing water and wastewater services to the area. Currently, there are three potential options, with costs ranging from \$500,000 to \$2,700,000. Each of these options requires careful analysis to determine which will provide the best value over time.
- Perform a thorough review of soil conditions to determine the suitability of the land for the intended development. This assessment will identify any potential environmental or geotechnical challenges.
- Establish a final determination about the viability of the proposed location in cooperation with the City of Willmar Planning Commission and staff and void the purchase agreement if deemed unfavorable as defined in the purchase agreement contingencies.

In addition, we are open to working with the Council on possible stipulations that may be included prior to closing on the property. Potential measures could include a Memorandum of Understanding (MOU) or additional contingencies, ensuring that the Council maintains oversight and final approval before closing.

We appreciate your attention to this request and look forward to collaborating with the Council to ensure a thorough, thoughtful decision-making process. Please let me know if you require any additional information or clarification on any of the points mentioned above.

Thank you for your time and consideration.

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)

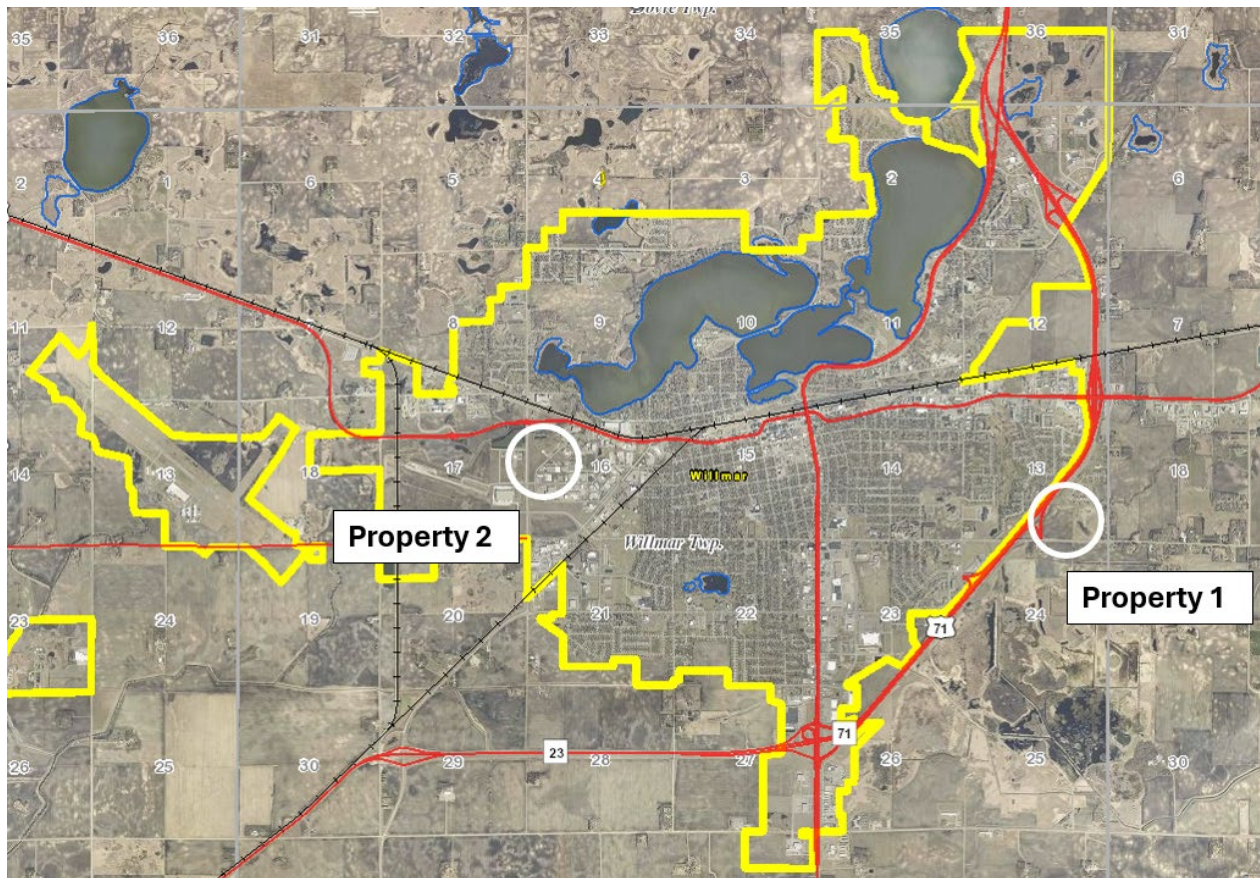
Pros:

- **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.

IN WITNESS WHEREOF, Seller and Buyer have each executed this Agreement in their corporate names as of the date first written above.

Seller: Haug Properties, LLC

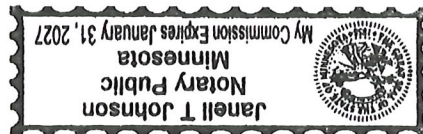
Date: 2/21/25

By: G. Paul Haug
_____, its Pres.

STATE OF MINNESOTA)
) ss.
COUNTY OF KANDIYOHI)

This instrument was acknowledged before me on this 21 day of February, 2025, by G. Paul Haug, the President of Haug Properties, LLC, a limited liability company under the laws of the State of Minnesota, Seller.

Janel T Johnson
Notary Public



Buyer:

**WILLMAR MUNICIPAL UTILITIES
COMMISSION**

Date: 2-24-25

By: Shawn Mueske
Shawn Mueske, President

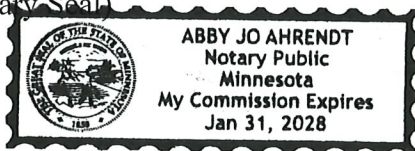
Date: 2-28-25

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.

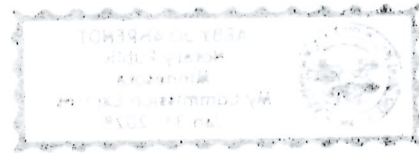
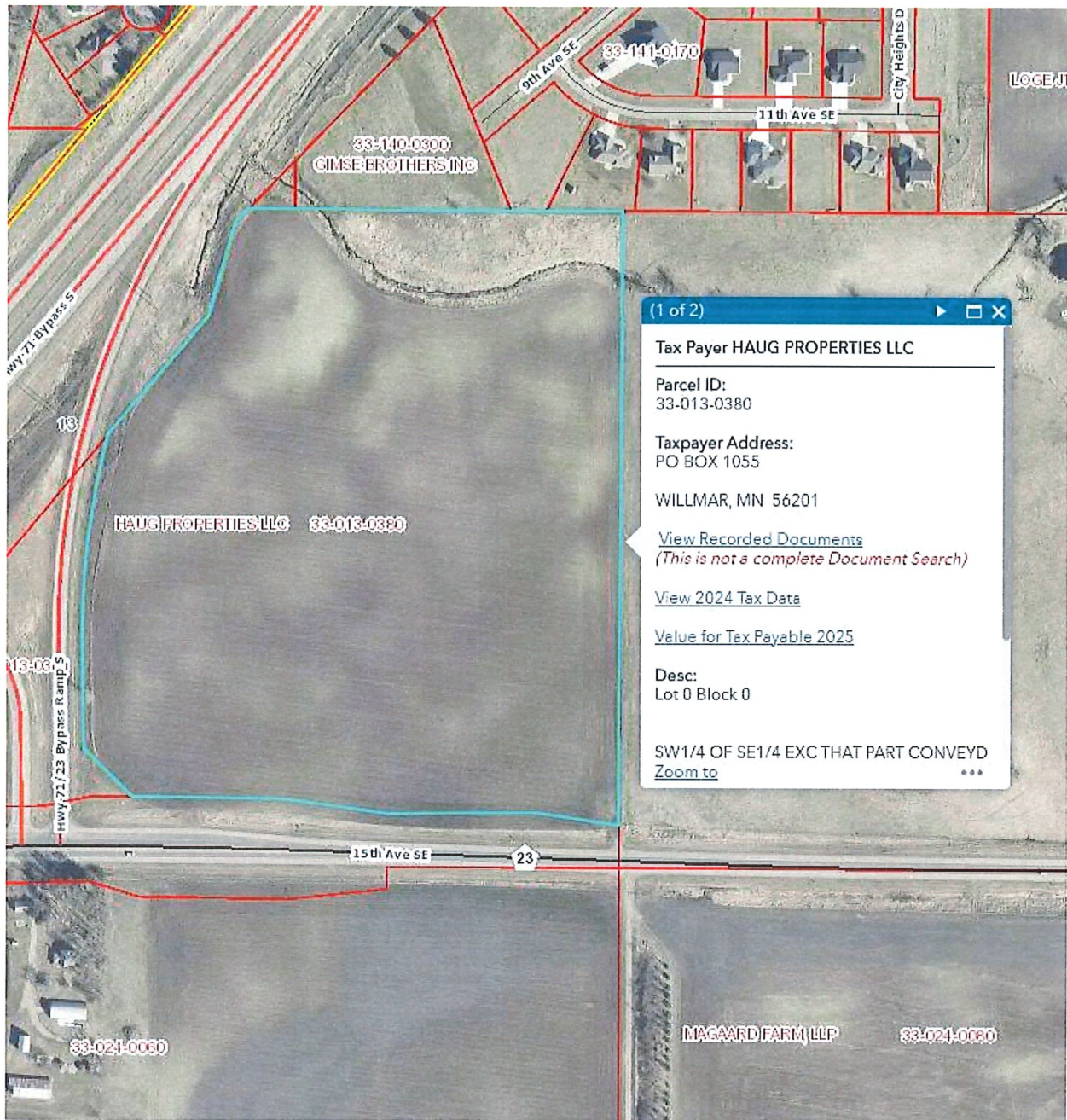


EXHIBIT B

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

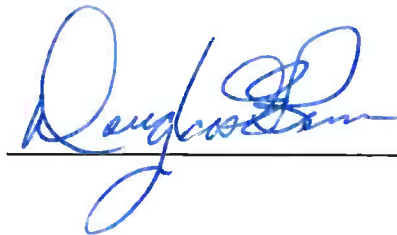
WHEREAS, the Willmar City Charter Section 4.05, Subdivision 5, allows the Willmar City Council to overrule any decision, motion, resolution, rule, regulation, or order of the Willmar Municipal Utilities Commission (Commission) at its next meeting following the City Clerk's receipt of the minutes of the 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.

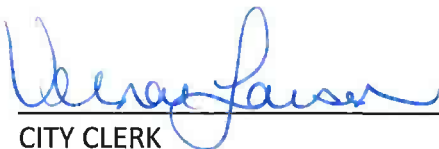
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Willmar, that pursuant to Charter Section 4.05, Subdivision 5, the City Council hereby defers council action on the matter of Resolution No. 9, Real Property Purchase Agreement, approved by the Commission on February 24, 2025, for a period 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:	April 7, 2025	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Police Chief Selection		

RECOMMENDED ACTION:

The City Administrator will bring a recommendation of a candidate from the established eligibility roster.

OVERVIEW:

The overview is provided as an attachment

BUDGETARY/FISCAL ISSUES:

2025 Salary Range

\$114,483.20 - \$154,211.20

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. PD Chief Selection Memo



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

City of Willmar – Police Chief Selection Process

April 4, 2025

Overview

In December 2024, the City of Willmar initiated the recruitment process for the position of Police Chief. This marked the beginning of a thorough, multi-phase selection process designed to ensure transparency, fairness, and the identification of a highly qualified individual to lead the Willmar Police Department.

Timeline and Process Summary

- **December 2024**

The Police Chief position was officially posted by the City of Willmar, opening the application process to both internal and external candidates.

- **January 2025**

The application period closed. Members of the Police Civil Service Commission reviewed and scored all submitted applications. Based on the scoring results, the Commission established a cut-off score to determine which applicants would proceed to the next phase. All internal applicants were also invited to participate in the interview process, regardless of score.

- **Interview Panel Composition**

The Police Civil Service Commission appointed a diverse and experienced Interview Panel, consisting of:

- A Police Civil Service Commission Member
- A City Council Member
- The City Administrator
- The Willmar Fire Chief
- The Kandiyohi County Sheriff

Additionally, an alternate Police Civil Service Commission member and the City Operations Director were assigned to assist in the interview process as needed.

- **February 2025**

Interviews were conducted by the Interview Panel with all internal applicants as well as external candidates who met or exceeded the established cut-off score.

- **February – March 2025**

The Police Civil Service Commission met to analyze interview results and scoring (by candidate number only to maintain objectivity). From this process, a list of three finalists was certified under law and rule. These finalists were then subject to additional assessments, including:

- Leadership Evaluation
- Psychological Evaluation

Both assessments were conducted by a third-party provider to ensure independent, expert review.

- **April 3, 2025**

A public meet-and-greet event was held, providing an opportunity for community members to interact with the finalists.

Next Steps

- The City Administrator will make a formal recommendation for the hiring of a candidate to the City Council at the April 7, 2025 regular City Council meeting from the certified finalist list.
- The City Council will review the recommendation and determine whether to approve the recommendation of the next Police Chief.
- Upon selection, the City Council will authorize the City Administrator to enter into contract negotiations and extend a formal hiring offer to the selected candidate that will be subject to final approval by the City Council.

Conclusion

This extensive and structured selection process reflects the City of Willmar's commitment to identifying a strong, community-oriented leader for the Police Department. Through collaborative review, rigorous evaluation, and public engagement, the City is confident in its ability to appoint a Police Chief who embodies the values and vision of the Willmar community.



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Project No. 2503-C Technology Drive Improvements Bid Award		

RECOMMENDED ACTION:

Adopt the resolution awarding Project No. 2503-C to Duininck, Inc. in the amount of \$746,051.

Adopt the resolution approving the as-bid budget for Project No. 2503-C in the amount of \$915,500.

OVERVIEW:

Project No. 2503-C, Technology Drive Improvements, is a reclaim and overlay of Technology Drive from Civic Center Drive to 23rd Street NE. Bids were opened on March 26th with three bids received. The low bid was from Duininck, Inc. in the amount of \$746,051. The Engineer's estimate for the project was \$805,000.

BUDGETARY/FISCAL ISSUES:

Funding sources for the project include assessments and State Aid.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Accept Bid 2503-C
2. Resolution Project No. 2503-C As-Bid Budget
3. Project No. 2503-C Council Bid Recommendation

Resolution No._____

A RESOLUTION AWARDING PROJECT NO. 2503-C TO DUININCK, INC. IN THE AMOUNT OF \$746,051.

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. 2503-C 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 \$746,051.

Dated this 7th day of April, 2025

Mayor

Attest:

City Clerk

RESOLUTION NO. ____
PROJECT NO. 2503-C AS-BID BUDGET
TOTAL COST \$915,500
*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 \$386,100
Community Investment/Levy -\$465,500
MSA \$994,900
MUC \$0
WTP \$0
LOST \$0

TOTAL \$915,500

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 -\$79,400
LOST \$0
MSA \$994,900
WTP \$0
MUC \$0

TOTAL \$915,500

GRAND TOTAL \$915,500

Dated this 7th day of April, 2025

OTHER SERVICES

33* Travel-Conf.-Schools
34 Mtce. of Equipment
35 Mtce. of Structures
36* Mtce. of Other Impr. \$746,100
37 Subsistence of Persons
38 Cleaning & Waste Removal
39* Other Services \$37,400

TOTAL \$783,500

Mayor

Attest:

City Clerk

OTHER CHARGES

46* Prof. Serv. \$132,000
49 Other Charges \$0

TOTAL \$132,000

GRAND TOTAL \$915,500



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 26, 2025
To: Justin Deleeuw, Public Works Director
City of Willmar, Minnesota
From: Josh Halvorson, P.E.
Principal Engineer
Subject: Street Improvement Project Technology Drive
City of Willmar, Minnesota
BMI Project No.: OW1.133493
City Project No.: 2503-C

On March 26, 2025, we received three (3) bids for the Technology Drive Street Improvement Project. The bids ranged from \$746,051.00 to \$829,115.26. The Engineer's estimate for the project was \$805,000. 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 Technology Drive Street Improvement Project to Duininck, Inc. of Prinsburg, Minnesota in the amount of \$746,051.00.

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 TECHNOLOGY DRIVE
CITY OF WILLMAR, MINNESOTA

DATE: March 26, 2025

TIME: 1:30 P.M.

PROJECT NO. OW1.133493 / 2503-C / S.A.P. 175-157-002

QUEST PROJECT NO. 9576807

BIDDERS		BASE BID
1.	Duininck, Inc. Prinsburg, MN	\$746,051.00
2.	Joe Riley Construction Morris, MN	\$797,584.81
3.	Central Specialties Incorporated Alexandria, MN	\$829,115.26



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	10.D.
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 double conical trailer with offload system from Courtland Waste Hauling Inc. for \$210,600.00.

OVERVIEW:

The WWTF owns and uses a semi-truck and trailer combo to haul biosolids away from the treatment facility. During the fall of 2023, the semi and trailer were involved in a rollover accident. The truck could be repaired and rebuilt, but the 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 then, the staff has been renting a trailer unit for hauling. Trailer rental costs totaled \$41,600 in 2024.

Sealed bids for a new trailer were solicited by public notice in the West Central Tribune and also posted on the City's website. One bid was received, and that came from Courtland Waste Handling Inc. The staff reviewed said bid and found it to meet all the required specifications.

BUDGETARY/FISCAL ISSUES:

The trailer purchase will be funded from the WWTF operating budget. The City's financial advisors have assured that the City will remain within the legal debt service threshold using operational dollars.

Please note that any tax or license fees 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. Courtland Bid
3. Ad for Bids- Biosolids Trailer

4. Bid Specifications

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 7th day of April, 2025

Mayor

Attest:

City Clerk

COURTLAND

WASTE HANDLING INC.

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

3/24/2025

City of Willmar Bio-Solids Tanker Trailer With Self-Unload Bid

"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 w/2800 gpm transfer rate
- 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 8" 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
- Trailer to be fully built to bid specifications
- Purchase comes with hands on in person training & testing of wet kit
- Rental trailer available for rent spring & fall
- Does not include sales tax
- Freight, fabrication and F.E.T. included

Price: \$210,600.00

(Page 1 of 2)

COURTLAND

WASTE HANDLING INC.

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

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)

ADVERTISEMENT FOR BIDS
BIO-SOLIDS TANKER TRAILER WITH SELF UNLOAD
CITY OF WILLMAR, MINNESOTA

Sealed bid marked on envelope “**BID ON BIO-SOLIDS TANKER TRAILER**” will be received by the Public Works Director, City Hall, 333 SW Sixth Street, Willmar, Minnesota, until 1:30 p.m., March 31, 2025, at which time the bids will be publicly opened and read in the City Hall.

Equipment to be bid includes:

One Bio-Solids Tanker Trailer with various accessories

Specifications may be obtained at the Office of the Public Works Director, City Hall, 333 SW Sixth Street, Willmar, Minnesota or on the City website at: www.willmarmn.gov.

The City reserves the right to reject any and all bids, to waive informalities and to accept any bid deemed to be most favorable to the interests of the City of Willmar.

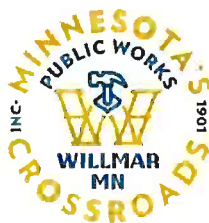
Dated: March 20, 2025

Justin DeLeeuw
Public Works Director

City of Willmar Bio-Solids Tanker Trailer with Self Un-load

Specifications for Bid

- Capacity: 6300 gallons nominal
- Gal. (F to R): (6300)
- Prod. Wt./US Gal.: 13-pound max
- Compartments: 1-CPT
- Profile: double conical
- Product: liquid manure
- Int. MAWP: 4THS TR
- Max loadings temp: 150 F Max
- Shell material: 0.102" manuf. T304SS-2B finish
- Head material: 0.130" manuf. T304SS-2B finish, butt welded, deep dished
- Internal Weld finish: W-2 snag proof
- External weld finish: W-2 snag proof with blasted rings
- Baffles: two (2) full circle baffles equally spaced. Bottom tunnel to be at least 18" wide
- Manhole: (1) 27" square opening near center of trailer
- Bolsters: stainless steel
- Longmembers: stainless steel 1/4" upper 5th wheel longmembers, 7ga. Landing leg & running gear longmembers
- Cleanouts: (2) 3" threaded nozzles in tank shell on top centerline, located between head seams and baffles
- Rings: SS, continuously weld rings per DOT requirements
- Sump: (1) 12" ANSI SS mounting flange at bottom of tank
- Kingpin plate: OEM bolt-on 4" increments, 2" adjustments
- Landing gear: Jost A440 (limited 5-year Jost warranty) 2-speed with sand shoes, curbside pick, SS frame
- Suspension type: triaxle, 49" axle spread, ABS-ready axles and hubs



- Suspension make/model: (3) Hendrickson Intraxx suspensions, 23K rating axle, (2) AANT rear axle and (1) AANL front axle with a UBL lift kit
- Axle coating: Black soft coating applied by axle manufacture, not painted by OEM.
- Shock absorbers: standard service front mounted shocks
- Frame brackets: stainless steel, weld-on hangers
- Lift axle mechanism: galvanized steel, bolt-on- type, UBL-005GV kit installed on front axle
- Axle and frame width: 71 ½" track axle on a 38" wide, ¼" thick stainless steel frame
- Spindle type: P-style (parallel spindles with same inner and outer bearings)
- Air reservoirs: aluminum air tank system meeting FMVSS 121 requirements
- Service Brake Valve: Meritor Wabco RSS Plus roll stability 4S/2M anti-lock system with in-cab warning light feature and amber warning light near the front face of the left rear fender. On spring-ride units, the load sensor is installed on rear axle.
- Air-ride piping & dump valve: air-ride piping with automatic dump valve
- Lift axle control: front axle position controlled by a Meritor Wabco SmartTrac automatic trailer lift axle control system. Load sensing Meritor Wabco control system is fully automatic to lower and raise the lift axle based on the load sensed. System includes a switch to allow fully automatic load sensing system to be turned off which will keep the lift axle in the lowered position.
- Wheel finish: (8) 10-hole, hub piloted, steel disc, factory white
- Tire brand: Cooper, Roadmaster RM872, 14-ply, radial
- Tire size/PSI setting: 11 R22.5
- Tire and wheel source: tires and wheels supplied by OEM
- Fenders: aluminum contour front and rear with SS braces
- Fender width: Front and rear fenders mounted at 96" OAW
- Mud flaps: (2) pair OEM brand plastic anti-sail
- Bumper: (1) 4"x 8" SS rect. Tube, 60" wide, per DOT PHMSA specs, and no DOT NHTSA under-ride bumper due to wheels back rules
- Paint: carbon steel parts primed and painted black
- Non-standard notes: (2) single eye tow hooks
- Nose box: 7 way A.T.A connector mounted to front crossmember
- Wiring: plug-in style harness
- Lights: 12 volt LED mounted with grommets
- Marker and ABS light configuration: Marker lights in SS brackets include: (2) amber lights located on the front outside corner of the front fenders, (2) amber side marker lights tied into turn signals, (3) red lights located on the top of the rear head, (1) amber ABS light located on the front roadside fender brace and



- (1) license plate lamp with license plate mounting bolts located at the rear of trailer.
- Tail light mounting: SS boxes bolted to the running gear frame
- Tail light functions: (2) red tail lights per box (outside signal light & inside brake light) and (1) rear corner marker light on end of the box
- Spilldam: 10 gauge approx. 21" high. 1-1/2" flange around top. Spillbox to be mounted 10" above top centerline with 12" of the spillbox inserted into the barrel (REF C7663)
- Ladder position: (1) ladder mounted on roadside
- Ladder detail: 18" wide SS ladder with dimpled channel rungs, platform type top step, and grab handles at top each side. Located at spilldam to walkway.
- Walway around spilldam: 12" wide on four sides of spilldam
- Walkway material: aluminum diamond type
- Conspicuity tape: 2" wide retro-reflective tape in accordance with US DOT NHSTA rules
- Certificate holder: (1) Betts PS-1 mounted curbside on landing gear frame
- Data plates: Data plates to be stamped in U.S. gallons and lbs.
- Warranty period: 3-year
- 8" low flow system
- 8" system
- 30' long pipe with truss support
- Boom must originate from the center of trailer and discharge in the rear
- Boom will have to unload curbside and driver's side
- Boom rotation must be direct drive (motor direct to sprocket/no chain)
- Boom must have a steel secure transport cradle
- In line 8" air gate valve with 2-way air operation
- In line 6" air gate valve
- Stainless steel drip can for boom w/drainage run to the ground
- (2) separate trailer drains (1) 3" ball valve and (1) 6" manual gate valve with quick coupler fitting
- 3" ball valve impeller housing drain
- (1) 6" manual gate valve with quick coupler fitting
- 27" x 27" or bigger fill opening with splash protection located in the near center of trailer
- Standard fill opening w/spring loaded doors to be mounted near center of trailer
- Light package w/3 L.E.D. work lights
- Boom light package w/3 L.E.D lights to be mounted to customer's directions
- 8" steel tubing transition from pump rotation elbow (no hose connection)
- 2" external water hook up mounted at ground level
- Mounted fire extinguisher brackets
- Front raise mounted platform workstation. Must be able to fully operate trailer from and must have clearance with the truck.
- Manual hydraulic controls
- Auto lube system located near controls



- Auto lube w/extra certs on rotational elbow
- Overflow oil reservoir for bearing housing
- 2,800 gpm transfer rate
- Must run with 30 gpm @ 2,500 psi wet kit
- Float system to monitor liquid level while filling
- Hydraulic hook ups must be ¾" pressure with 1" return
- Pressure and return lines must have female wing coupler fitting
- Includes price, freight, and F.E.T
- Provide hands on/on-site training and testing of trailer
- Must provide equivalent trailer while new trailer is being built
- Wheel-end options: Fully-dressed suspension ordered with Hendrickson HXL5 (Hendrickson 5-year limited warranty) options specified below:
 - Brake chambers: 30-30 spring brake chambers
 - Slack adjusters: automatic slack adjusters
 - Brake lining: 16.5" x 7" HXS (Extended Life) included with suspension
 - Drums/rotors: Cast, outboard mounted drums included with Hendrickson full-dressed suspension
 - Hubs: Ductile iron, 10 stud, hub piloted, ABS ready hubs included with Hendrickson fully-dressed suspension
 - Bearings: standard bearings included with Hendrickson fully-dressed suspension
 - Spindle seal: standard spindle seals included with Hendrickson fully-dressed suspension
 - Spindle nuts: Precision 320 Nut System included with Hendrickson fully-dressed suspension
 - Hub cap: standard bolt-type included with Hendrickson fully-dressed suspension
 - Hub lubrication: semi fluid grease
 - Hub lubrication: semi-fluid grease





City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Allie Paulsen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Resolution to Acknowledge Donations for the First Quarter of 2025		

RECOMMENDED ACTION:

OVERVIEW:

The City regularly receives donations and, pursuant to former adopted Council action, allows staff to promptly send a thank you letter and formally approve the donations quarterly. Attached is the resolution acknowledging the first quarter donations for 2025.

BUDGETARY/FISCAL ISSUES:

Q1 donations total: \$25,992.96

ALTERNATIVES TO CONSIDER:

None to consider.

ATTACHMENTS:

1. Resolution for Q1

RESOLUTION NO.
ACKNOWLEDGEMENT OF
DONATIONS

Motion By: _____

Second By: _____

WHEREAS, the City of Willmar has received donations which have been acknowledged by the City Administrator expressing the community's appreciation for the period of January 1, 2025, through March 31, 2025.

<u>Amount</u>	<u>From</u>	<u>For/Purpose</u>
\$ 5,000.00	CommunityGiving	Willmar Community Growth Events
\$ 2,500.00	CommunityGiving	Willmar Community Growth Events
\$ 2,500.00	CommunityGiving	Willmar Community Growth Events
\$ 5,000.00	Primewest Health	Willmar Community Growth Events
\$ 500.00	Kandiyohi County Fair Association	Community Emergency Response Team
\$ 1,200.00	Hormel (Jennie O)	Healthy Earth, Healthy Kids Event
\$ 1,568.75	Willmar Fire Fighters Association	Fire Explorers
\$ 250.00	Marcus Construction	Daddy Daughter Formal
\$ 400.00	Walt's	Daddy Daughter Formal
\$ 300.00	Dooley's Petroleum	Daddy Daughter Formal
\$ 750.00	Teresa Holwerda Insurance Agency	Daddy Daughter Formal
\$ 750.00	West Central Steel	Daddy Daughter Formal
\$ 500.00	Willmar Area Arts Council	International Heritage Event
\$ 608.00	Friends of Willmar Community Center	Willmar Community Center
\$ 60.00	Friends of Willmar Community Center	Willmar Community Center
\$ 2,500.00	Charter Communications	Willmar Community Center
\$ 20.00	Sharyl Helgeson	Scholarships
\$ 500.00	Coborn's Inc	Scholarships
\$ 747.04	Willmar Take Down Club	Youth Wrestling Singlets
\$ 339.17	Daniel R Drevlow and Charles Schwab & Co Inc Cust.	Community Center Woodshop

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willmar, Minnesota that the City formally accept the donations as listed below:

Dated this 7th day of April 2025

MAYOR

Attest:

CITY CLERK



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	10.F.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	City Council Work Session, Capital Improvement Program Tour, April 17, 2025		

RECOMMENDED ACTION:

OVERVIEW:

Time: 10 AM - 5 PM (proposed)

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	April 7, 2025	Agenda Item Number:	10.G.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	City Council Work Session, Wednesday, April 23, 2025		

RECOMMENDED ACTION:

OVERVIEW:

Location: Fire Station Training Room
Time: 4:00 PM (proposed)

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None