



WILLMAR CITY COUNCIL MEETING

MONDAY, MAY 19, 2025 @ 6:30 PM

BOARD ROOM HEALTH AND HUMAN SERVICES BUILDING

2200 – 23rd STREET NE, WILLMAR MINNESOTA

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Proposed Additions or Deletions to Agenda
5. Consent Items

Approve:

- A. City Council Minutes of May 5, 2025
- B. Council Work Session Minutes of May 1, 2025
- C. Council Work Session Minutes of May 12, 2025
- D. Planning Commission Minutes of May 7, 2025_DRAFT
- E. Approve the hiring agreement for the Police Chief
- F. Local Road Improvement Program Funding Agreement
- G. Advertisement for Bids: Airport Runway 13/31 Lighting System Replacement
- H. Consideration of State Temporary Liquor Permit-Willmar Lakes Rotary Club
- I. Consideration of State Temporary Liquor Permits- Willmar Lakes Rotary Club
- J. Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit—
Intuition Brewing LLC
- K. West Central Ducks Unlimited Lawful Gambling Application
- L. Accounts Payable Report, 5/1/2025 - 5/14/2025

Information:

- M. Director Reports
- N. Finance Report through 4/30/2025

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

- A. Introduce and Call for Public Hearing on 2025 Bond Ordinance
- B. Radio Control Car Park at Pleasant View Park
- C. Request to Schedule a Public Hearing for Adoption of the WITH WILLMAR Comprehensive Plan
- D. Consideration to Approve Parking Restrictions on 7th Street Southeast from Willmar Ave Southeast
- E. Consideration of Sunday Liquor License for VFW 1639

11. Announcements

12. Adjourn

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

May 5, 2025
6:30 PM

The regular meeting of the Willmar City Council was called to order by Mayor Douglas Reese. Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Tom Gilbertson, Steve Gardner, Rick Fagerlie, Vicki Davis, Tom Butterfield, and Carl Shuldes, Present 9, Absent 0.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Interim Police Chief Michael Holme, Police Captain Michael Anderson, Fire Chief Frank Hanson, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, Human Resource Director Alissa Gambrel, and Environmental Specialist Sara Sietsema.

There were no additions or deletions to the agenda.

Council Member Ask moved to **Approve the Agenda**. Council Member Gilbertson seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Director of Operations Kyle Box reviewed the consent agenda.

Approve:

- A. City Council Minutes of April 21, 2025
- B. City Council CIP Tour Minutes of April 17, 2025
- C. Planning Commission Minutes of April 2, 2025
- D. Planning Commission Minutes of April 23, 2025 _ DRAFT
- E. Willmar Municipal Utilities Draft Minutes April 28, 2025
- F. Christianson CPA's & Consultants: Preliminary & Final Plat
- G. **Resolution 2025-055** Local Government Resolution, Business Development Infrastructure Application
- H. ATLAS of West Central MN Lawful Gambling Application
- I. Accounts Payable Report, 4/17/25 - 4/30/25

Council Member Ask moved to **Approve Consent Agenda Items**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Open Forum

Alberto Reyes spoke to the council about awareness.

Regular Business

J. Police Chief Selection

The City Administrator Leslie Valiant recommended that candidate Interim Police Chief Michael Holme be appointed to the position of Police Chief. A motion was made by Council Member Gardner to **Appoint Interim Police Chief Michael Holme as Police Chief**. Council Member Davis seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

K. Project No. 2503-D Business Highway 71 Bid Award

City Engineer Jared Voge notified the council that bids were received for Project No. 2503-D and requested Council award Project Project No. 2503-D to OMG Midwest Inc. dba Minnesota Paving & Materials of Rogers, Minnesota in the amount of \$2,000,180.35. Council Member Nelsen made a motion to **Adopt Resolution No. 2025-056 awarding the base bid and alternate A of Project No. 2503-D Business Highway 71 Mill and Overlay to OMG Midwest Inc. dba Minnesota Paving & Materials of Rogers, Minnesota in the amount of \$2,000,180.35 contingent upon an executed Local Road Improvement Program funding agreement**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

Council Member Nelsen moved to **Adopt Resolution 2025-057 approving the as-bid budget of Project No. 2503-D in the amount of \$2,558,800**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

L. **Annual Stormwater Presentation**

Environmental Specialist Sarah Sietsema presented the 2025 Annual Stormwater Plan.

M. **Introduction to Civic Access and 'My Willmar' App**

Planning and Development Director Christopher Corbett presented information about the new Civic Access and 'My Willmar' app, an online portal where residents can find and complete a variety of forms and applications for Planning and Development.

N. **Connect Willmar Initiative Update**

Operations Director Kyle Box gave an update on the Connect Willmar Initiative.

O. **Request for Work Session on Monday, May 12, 2025**

There was a brief conversation about the upcoming work session scheduled for May 12, 2025 at 5:30 at the Fire Hall Training Room.

With no further business to discuss, Council Member Shuldes moved to **Adjourn** at 7:42 PM. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 8, Noes 0.

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

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 2025-055

**LOCAL GOVERNMENT RESOLUTION
BUSINESS DEVELOPMENT INFRASTRUCTURE APPLICATION**

Motion By: Ask

Second By: Davis

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 August 1, 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 \$2,492,660 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 May 5, 2025.

SIGNED:	WITNESSED:
/S/ Douglas E. Reese _____ Doulgas E. Reese	/S/Vernae Larsen _____ (signature)
Mayor, May 5, 2025 _____ Title and date	City Clerk 05/05/25 _____ Title and date

SIGNED:

WITNESSED:

/S/Leslie Valiant

/S/Vernae Larsen

Lesle M. Valiant

(Signature)

City Administrator, May 5, 2025

City Clerk 05/05/25

Title and date

Title and date

Resolution No.2025-056

A RESOLUTION AWARDING PROJECT NO. 2503-D TO OMG MIDWEST INC. IN THE AMOUNT OF \$2,000,180.35.

Motion By: Nelsen 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 OMG Midwest Inc. dba Minnesota Paving & Materials of Rogers, MN for Project No. 2503-D 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 \$2,000,180.35, contingent upon an executed Local Road Improvement Program funding agreement.

Dated this 5th day of May, 2025

/S/ Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

**RESOLUTION NO. 2025-057
PROJECT NO. 2503-D AS-BID BUDGET
BUSINESS HIGHWAY 71 IMPROVEMENT PROJECT
TOTAL COST \$2,558,800**

*Budget Amounts are Essential

Motion By: Nelsen

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 \$318,400
Levy \$740,400
GRANT \$1,500,000
MUC \$0
WTP \$0
LOST \$0

TOTAL

\$2,558,800

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

OTHER SERVICES

33* Travel-Conf.-Schools	
34 Mtce. of Equipment	
35 Mtce. of Structures	
36* Mtce. of Other Impr.	\$2,000,200
37 Subsistence of Persons	
38 Cleaning & Waste Removal	
39* Other Services	\$100,100
TOTAL	\$2,100,300

OTHER CHARGES

46* Prof. Serv.	\$458,500
49 Other Charges	\$0
TOTAL	\$458,500
GRAND TOTAL	\$2,558,800

FINANCING

GENERAL	\$1,058,800
GRANT	\$1,500,000
MSA	\$0
WTP	\$0
MUC	\$0

TOTAL **\$2,558,800**

GRAND TOTAL **\$2,558,800**

Dated this 5th day of May, 2025

/S/ Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

WILLMAR CITY COUNCIL PROCEEDINGS
COMMUNITY CENTER
624 US-71 BUS - WILLMAR, MN 56201

May 1, 2025
5:00 PM

The joint work session of the Willmar City Council and the Planning Commission was called to order at 5:10 PM by Mayor Douglas Reese. Council Members present on a roll call were Mayor Douglas Reese, Council Members Justin Ask, Audrey Nelsen, Tom Gilbertson, Vicki Davis, Tom Butterfield, and Carl Shuldes, Absent: Rick Fagerlie, Excused: Stephen Gardner, Present 7, Absent 2.

There was no quorum of the Planning Commission. As a result, they were not called to order. Commissioners Fils-Aime and Newberg were in attendance. Commissioners Poe, Buzzeo, Holwerda, and Dresler were absent.

Also present were City Operations Director Kyle Box, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, City Planner Chris Frank, Public Works Director Justin DeLeeuw, Director of Community Growth Pablo Obregon, Environmental Specialist Sarah Sietsema and Administrative Assistant Robin Raasch.

Council Member Ask moved to Approve **Proposed Agenda**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

Ayes	Justin Ask, Audrey Nelsen, Thomas Gilbertson, Vicki Davis, Thomas Butterfield, Carl Shuldes
Noes	None

A. "WITH WILLMAR" Comprehensive

Planning and Development Director Christopher Corbett provided an overview of the Comprehensive Plan and a summary of what was discussed at the last Comprehensive Plan Work Session.

City Planner Christopher Frank provided an overview of the Park & Open Space Chapter of the Comprehensive Plan, including the related planning needs and implementation strategies.

Public Works Director Justin DeLeeuw provided an overview of the Natural Resources & Resiliency Chapter of the Comprehensive Plan, including the related planning needs and implementation strategies.

At 5:50 PM, a 5-minute recess was called.

At 5:55 PM, the meeting was reconvened.

Planning and Development Director Christopher Corbett provided an overview of the Land-Use & Development Chapter of the Comprehensive Plan, including the related planning needs and implementation strategies.

Planning and Development Director Christopher Corbett provided an overview of the Housing Chapter of the Comprehensive Plan, including the related planning needs and implementation strategies.

Director of Community Growth Pablo Obregon provided an overview of the Arts & Culture Chapter of the Comprehensive Plan, including the related planning needs and implementation strategies. Planning and Development Director Christopher Corbett provided a general overview of the timeline for next steps of the Comprehensive Plan.

At 7:21 PM, Council Member Butterfield moved to adjourn the meeting. Council Member Gilbertson seconded the motion, which passed unanimously.

Ayes	Justin Ask, Audrey Nelsen, Thomas Gilbertson, Vicki Davis, Thomas Butterfield, Carl Shuldes
Noes	None

MAYOR

Attest:

CITY CLERK

WILLMAR CITY COUNCIL
PROCEEDINGS FIRE HALL
515 2nd St SW - WILLMAR, MN 56201

May 12, 2025
5:30 PM

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

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Finance Director Tom Odens, Parks and Recreation Director Rob Baumgarn, Public Works Director Justin DeLeeuw, Director of Community Growth Pablo Obregon, and Fire Chief Frank Hanson.

A. 2025 Capital Expenditures

Finance Director Tom Odens provided an overview of the 2025 Capital Expenditure requests to address the need for roof and wall repair at the Public Works Garage, the replacement of pool filters at the DOAC, and work completed at the Law Enforcement Center regarding improvements to the heat pumps, as well as the sale of the Rice Home Medical Building (Redwood Falls, MN).

B. 2026 Capital Improvement Plan

Finance Director Tom Odens provided an overview of the 2026 Capital Improvement Program.

At 7:02 PM, Council Member Ask moved to **Adjourn** the meeting. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 6, Noes 0.

Ayes	Justin Ask, Audrey Nelsen, Thomas Gilbertson, Stephen Gardner, Thomas Butterfield, Carl Shuldes
Noes	None

MAYOR

Attest:

CITY CLERK

**WILLMAR PLANNING COMMISSION
WEDNESDAY, MAY 7, 2025
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, May 7, 2025, at 6:00pm at City Hall.

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

Members Absent: Yvon Fils-Aime.

Others Present: Christopher Corbett (Planning & Development Director); Christopher Frank (City Planner); Ross Marcus (Marcus Const.); Ben Logan (Applicant); Jim Bach (Marcus Const.); John Vornholt (Rockstep, appeared virtually via MS Teams); and Pre Htoo (Applicant).

1. Chairman Dresler called for order at 6:00PM.

2. Roll Call.

3. Additions/Deletions:

3.1 **Commissioner Newberg motioned to add 3 items as follows:**

- i) 6.3.3 **MARCUS CONSTRUCTION: PLAN REVIEW FOR RESTAURANT /W PICKUP LANE**
Location: 602 1ST ST S; Parcel #: 95-006-1460; Ward 3.
- ii) 6.3.4 **2026 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP)**
- iii) 8.1 **DISCUSSION ON SUCCESSION FOR CHAIRPERSON**

The motion was seconded by Commissioner Holwerda and passed unanimously.

4. Minutes:

- 4.1. Planning Commission Meeting Minutes for April 23, 2025: **Commissioner Poe motioned to approve the minutes subject to the correction noting that Commissioner Fils-Aime was present for the meeting, seconded by Commissioner Buzzeo, and passed unanimously.**

5. General Public Testimony: None.

6. **REGULAR BUSINESS**

6.1 HEARING AND ACTION

- 6.1.1 **ROCKSTEP (UPTOWN MALL): MINOR SUBDIVISION**
Location: 1605 1ST ST S (Uptown Mall); Parcel: 95-699-2020; Ward 4.

Rockstep has applied for a minor subdivision of the Uptown Mall area, specifically for the JCPenney anchor. The subdivision involves a potential sale of the JCPenney anchor (potential replat to Lot 2) and adjacent stalls connected to JCPenney (Lot 3). John Vornholt from Rockstep Capital provided details on the proposed sale, including parking and access easements. The Planning Commission discussed the necessity of a public hearing for the minor subdivision.

A motion was made by Commissioner Buzzeo, and seconded by Commissioner Holwerda, to move forward with the item without requiring a public hearing. The motion passed unanimously.

6.1.2 PRE HTOO (KAREN UNITY, LLC): CONDITIONAL USE PERMIT (HOME OCCUPATION)

Location: 305 VOS PARK DR; Parcel: 95-835-0060; Ward 1.

Karen Unity, LLC, is requesting a conditional use permit for a home occupation at 305 Voss Park Drive. Pre Htoo, representing Karen Unity, LLC, described the business as assisting the Karen community with immigration and other general documentation. The commission discussed potential traffic and parking concerns. This item will be up for action at the next meeting.

6.1.3 MARCUS CONSTRUCTION: PLAN REVIEW FOR RESTAURANT /W PICKUP LANE

Location: 602 1ST ST S; Parcel #: 95-006-1460; Ward 3.

Marcus Construction has applied for a plan review for a fast-food restaurant with a dedicated pickup lane. The pickup lane will enter from the east near the existing Caribou Cabin and exit onto 2nd St S. Jim Bach from Marcus Construction explained the site plan, traffic flow, and that orders will be primarily pickup, with a small amount of tables for dining at the location. The commission discussed potential traffic concerns on Second Street. This is a plan review, and the item will come back up for action on the next meeting.

6.1.4 2026 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP)

The commission reviewed the proposed Capital Improvement Plan for 2026-2030. The plan includes various projects related to parks, wastewater, and street improvements.

A motion for a resolution was made by Commissioner Holwerda, and seconded by Commissioner Buzzeo, to acknowledge the Capital Improvement Plan and not make any affirmative approval or denial of the budget.

6.2 PLATS

None.

6.3 BRIEFINGS

None.

7. DIRECTOR'S REPORT

Director Corbett and Planner Frank reviewed the PowerPoint presentation from the recent joint work session with city council members and Planning Commission on May 1st, where they discussed the comprehensive plan, housing, land use, parks, open space, and natural resources. There was not a quorum of Planning Commission members available for the joint work session, so this provided the update to those members who were unavailable.

8. MISCELLANEOUS

8.1 DISCUSSION ON SUCCESSION FOR CHAIRPERSON

Director Corbett and Planner Frank discussed the succession for Chairperson due to current Chairperson, Steve Dresler announcing his resignation. Chair Steve Dresler provided his formal resignation to city staff on May 2, 2025, via the attached email. City staff and Commissioners congratulated Chair Dresler and thanked him for his public service on this and other public boards. Any potential replacement for Commission leadership will be discussed further at upcoming meetings.

9. ADJOURN

Commissioner Poe moved to adjourn the meeting, seconded by Commissioner Newberg, and passed unanimously. The meeting was adjourned at 6:58PM.

From: [Steve Dresler](#)
To: [Christopher Frank](#); [Christopher Corbett](#)
Subject: RE: Planning Commission Packet for 5-7-25 Meeting
Date: Friday, May 2, 2025 3:55:12 PM
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Chris and Christopher,

I will make next week's meeting.

Additionally, I am resigning from my position as Board Chair (recently installed) on the Willmar Planning Commission as of May 8th, 2025. I have taken on new employment in Minneapolis and will be unable to attend the board meetings.

I do thank you for allowing me to serve and I wish the best for the board and the city of Willmar as you continue to make this area a better place to live.

Sincerely,

Steve Dresler

.....
Steve Dresler EHS Director, ASP, CHST



2580 Hwy 12 E, Willmar, MN, 56201
d: (320) 441-2183 | m: (320) 905-5380
o: (320) 222-6616 | f: (320) 222-6626
marcusconstruction.com | s.dresler@marcusconstruction.com



.....
Confidential and Proprietary

This message is intended only for the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review or distribution by others is strictly prohibited. If you are not the intended recipient you should not disseminate, distribute, or copy this e-mail. Please contact the sender and destroy all copies.

From: Christopher Frank <cfrank@willmarmn.gov>
Sent: Friday, May 2, 2025 2:46 PM
To: Bob Poe <poebob@hotmail.com>; Christopher Buzzeo <cbuzzeo59@gmail.com>; Gary Newberg <garynewberg@gmail.com>; Stacy Holwerda <Stacy.Holwerda@engan.com>; Steve Dresler



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

**PLANNING COMMISSION MEETING
CITY HALL, CONFERENCE ROOM #1
MAY 7, 2025 @ 6:00PM**

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Proposed Additions or Deletions to Agenda
4. Approve Minutes

4.1. **Planning Commission Minutes for April 23, 2025.**

5. General Public Testimony
6. Regular Business

6.1. **Hearing and Action**

None.

6.2. **Plats**

None.

6.3. **Briefing**

6.3.1 **ROCKSTEP (UPTOWN MALL): MINOR SUBDIVISION**

Location: 1605 1ST ST S (Uptown Mall); Parcel: 95-699-2020; Ward 4.

6.3.2 **PRE HTOO (KAREN UNITY, LLC): CONDITIONAL USE PERMIT (HOME OCCUPATION)**

Location: 305 VOS PARK DR; Parcel: 95-835-0060; Ward 1.

7. Director's Report

7.1. **RECAP OF MAY 1, 2025 JOINT WORK SESSION – COMPREHENSIVE PLAN REVIEW**

8. Miscellaneous
9. Adjourn

How to provide public testimony

Members of the public have multiple ways to comment on Hearing and Action agenda items, besides attending the meeting, you can:

- Email planning@willmarmn.gov. Testimony will be accepted until the business day before the meeting at 12 p.m.
- Send a letter to Attn: Planning Dept., 333 6th Street SW, Willmar, MN 56201, Mailed testimony must be received by two business days before the meeting.

**WILLMAR PLANNING COMMISSION
WEDNESDAY, APRIL 23, 2025
333 6TH STREET SW, CONFERENCE ROOM 1**

MINUTES

The Willmar Planning Commission met on Wednesday, April 23, 2025, at 6:00pm at City Hall.

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

Members Absent: Yvon Fils-Aime.

Others Present: Christopher Frank (City Planner); Dion Warne (HSB); Ken Behm (Public); and Sheila Bass (Public).

1. Chairman Dresler called for order at 6:00PM.
2. Roll Call.
3. Additions/Deletions: **Commissioner Poe motioned to separate the two minutes included in 4.1 into separate sections of 4.1 and 4.2 respectively; seconded by Commissioner Buzzeo and passed unanimously.**
4. Minutes:
 - 4.1. Planning Commission Meeting Minutes for March 19, 2025: **Commissioner Buzzeo motioned to approve the minutes, seconded by Commissioner Holwerda, and passed unanimously.**
 - 4.2. Planning Commission Meeting Minutes for April 2, 2025: **Commissioner Poe motioned to approve the minutes, seconded by Commissioner Newberg, and passed unanimously.**
5. General Public Testimony: None.
6. **REGULAR BUSINESS**

6.1 HEARING AND ACTION

6.1.1 MAJOR SUBDIVISION: HOME STATE BANK STORMWATER POND

Location: 1630 HWY 12 E; Parcel #: 95-913-1028 & 95-367-0050; Ward 3.

Planner Frank provided an overview of the project and provided an update that the plats had not been finalized and recommended proceeding with the scheduled public hearing, but tabling the action on the item until a future meeting following proper plat review. The public hearing was opened at 6:05PM, nobody from the public provided comment, and the public hearing was closed at 6:06PM.

Commissioner Buzzeo made a motion to table the item until a future meeting after proper review of the plats can occur, the motion was seconded by Commissioner Holwerda, and passed unanimously.

6.2 PLATS

None.

6.3 BRIEFINGS

None.

7. DIRECTOR'S REPORT

Planner Frank informed the Commission of the joint work session for the draft comprehensive plan scheduled for May 1st at 5:00 PM at the Willmar Community Center. The comprehensive plan is scheduled for approval at the City Council meeting on June 16th, with a recommendation from the Planning Commission expected at a meeting before that date.

Planner Frank also informed the commission about the new computer system in the planning department called Civic Access, which allows residents to submit new permit applications; and a new community app named MyWillmar, which allows residents to submit complaints to the city.

8. MISCELLANEOUS

9. ADJOURN

Commissioner Buzzeo moved to adjourn the meeting, seconded by Commissioner Newberg, and passed unanimously. The meeting was adjourned at 6:16PM.

CITY PLANNER - SUBDIVISION APPLICATION ('22)

Print

Del

Submitted by: John Vornholt

Submitted On: 2025-04-02 09:31:43

Submission IP: 23.118.36.79 (172.31.71.138)
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
04/02/2025	John	Vornholt
Format: MM/DD/YYYY		
* Address		
1445 North Loop West Suite 625		
Phone Number		
* City	* State	* Zip Code
Houston	TX	77008
City	State	Zip Code
* Phone	* Email	
3202953100	jvornholt@rockstep.com	

OWNER INFORMATION

*** Owner:**

Rockstep Willmar LLC

Owner

* Address

1445 North Loop West Suite 625 Suite 625

Address

* City

Houston

City

* State

TX

State

* Zip Code

77008

Zip Code

SURVEYOR INFORMATION

* Surveyor

Ben O'Malley

Surveyor

* Address

1004 2nd St SE

Address

* City

Willmar

City

* State

MN

State

* Zip Code

56201

Zip Code

* Applicant’s Property Interest

Owner

Applicant’s Property Interest

* Parcel

95-699-2020

Parcel

* Legal Description

Lot 3, Block 1 ROCKSTEP PLAZA SECOND ADDITION

Legal Description:

* Current Zoning District

SC-Shopping Center

Current

* Proposed Zoning District

SC-Shopping Center

Proposed

* Name of Proposed Plat

Rockstep Plaza Third Addition

Name of Proposed Plat

* Number of Lots Proposed

3

Number of Lots Proposed

• • •

* Applicant’s Signature

John Vornholt

Applicant’s Signature:

* Date

04/02/2025

Format: MM/DD/YYYY

Have caused the same to be surveyed and platted and hereafter known as ROCKSTEP PLAZA THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Rockstep Willmar, LLC, a Texas limited liability company has hereunto set its hand this _____ day of _____, 20____.

5T John Vornholt
It's _____

STATE OF _____)
COUNTY OF _____) SS
This instrument was acknowledged before me on the _____ day of _____, 20____, by John Vornholt, _____ of Rockstep
Willmar, LLC, a Texas limited liability company.

(Notary Signature)

(Notary Printed Name)

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

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

Dated this _____ day of _____, 20____.

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

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

(Notary Signature)

(Notary Printed Name)

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

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

ATTORNEY

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

CHAIRMAN

CLERK

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

MAYOR

CLERK

Approved this _____ day of _____, 20____.

ENGINEER, CITY OF WILLMAR

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

KANDIYOHI COUNTY TREASURER

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

KANDIYOHI COUNTY AUDITOR

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

KANDIYOHI COUNTY RECORDER

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	235.46	1070.55	12°36'07"	234.99	S 06°05'45" E
LINE	BEARING	DISTANCE			
L1	S 89°30'56" E	35.01			
L2	S 00°29'04" W	15.00			
L3	S 89°30'56" E	155.91			
L4	S 89°30'56" E	22.56			
L5	S 00°03'00" W	20.50			
L6	N 89°57'00" W	33.50			
L7	S 00°05'54" W	40.44			
L8	N 89°54'06" W	59.12			
L9	S 00°05'54" W	79.62			
L10	S 89°47'54" E	60.60			
L11	N 65°40'07" E	24.74			
L12	S 89°59'59" E	19.40			

O'MALLEY & KRON LAND SURVEYORS, INC.
1004 2ND ST. SE
WILLMAR, MN 56201
PH. 320-235-9492

PRELIMINARY PLAT OF:
ROCKSTEP PLAZA THIRD ADDITION

LINE	BEARING	DISTANCE
L1	S 89°30'56" E	35.01
L2	S 00°29'04" W	15.00
L3	S 89°30'56" E	22.56
L4	S 00°03'00" W	20.50
L5	N 89°57'00" W	33.50
L6	N 65°40'07" E	24.74
L7	S 89°59'59" E	19.40
L8	N 89°54'06" W	47.37
L9	S 00°05'54" W	40.44
L10	N 89°54'06" W	59.12

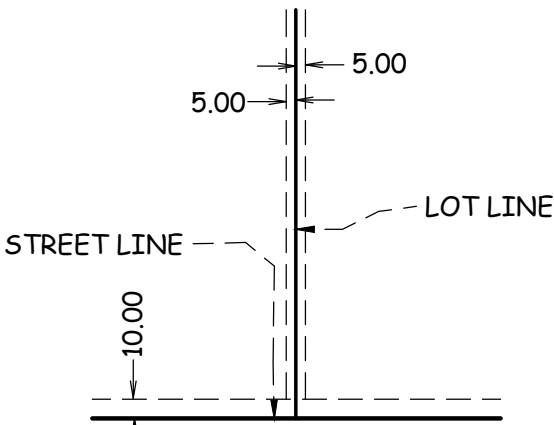
LEGAL DESCRIPTION

Lot 3, Block 1, ROCKSTEP PLAZA SECOND ADDITION as of public record,
Kandiyohi County, Minnesota.

ZONING NOTES

Property is currently zoned GB General Business
Minimum Standard Requirements:

Lot area - 15,000 Sq. Ft.
Lot width - 100 feet
Setbacks:
Front (r/w) - 25 feet
Rear - 10 feet
Side Interior - 10 feet
Side Street (r/w) - 25 feet

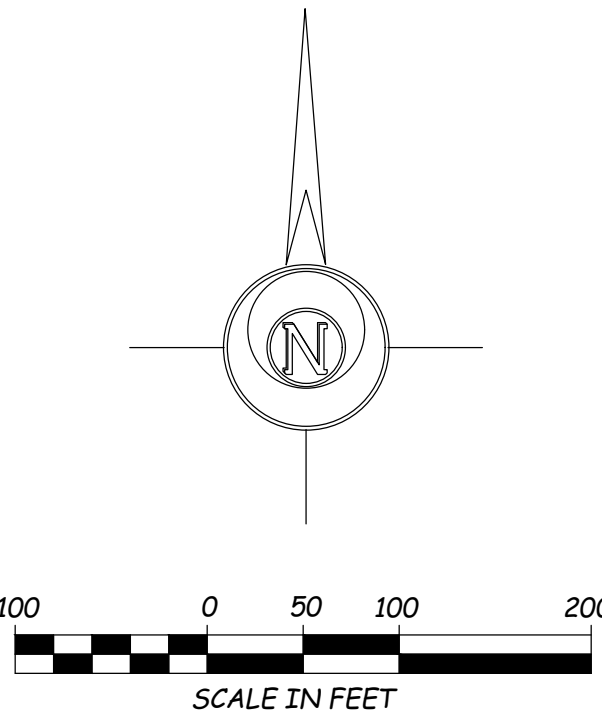
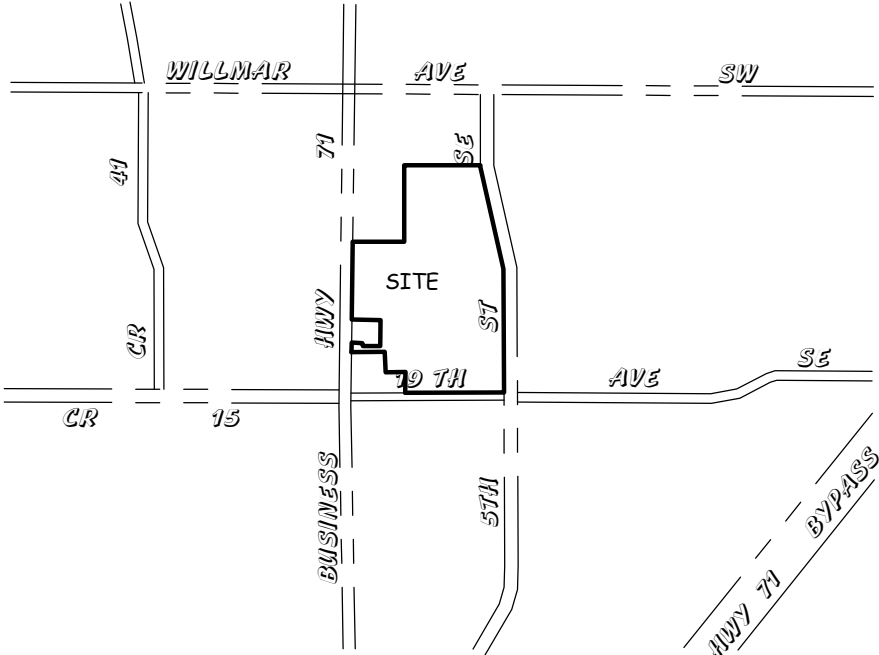


DRAINAGE AND UTILITY EASEMENTS

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN
THUS: BEING 10 FEET IN WIDTH AND ADJOINING
STREET LINES, UNLESS OTHERWISE SHOWN.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	235.46	1070.55	12°36'07"	S 06°05'45" E	234.99

VICINITY MAP



Legend

- INDICATES IRON MONUMENT PLACED
- INDICATES IRON MONUMENT FOUND
- INDICATES KANDIYOHI COUNTY CAST IRON MONUMENT
- INDICATES STORM SEWER LINE
- INDICATES SANITARY SEWER LINE
- INDICATES UNDERGROUND WATER
- INDICATES UNDERGROUND GAS
- INDICATES UNDERGROUND ELECTRIC
- INDICATES UNDERGROUND CABLE
- INDICATES OVERHEAD POWER
- INDICATES FENCE LINE
- INDICATES STORM MANHOLE
- INDICATES SANITARY MANHOLE
- INDICATES CATCH BASIN
- INDICATES WATER VALVE
- INDICATES HYDRANT
- INDICATES POWER POLE
- INDICATES LIGHT POLE
- INDICATES GAS PEDESTAL
- INDICATES ELECTRIC PEDESTAL
- INDICATES TELEPHONE PEDESTAL
- INDICATES CABLE PEDESTAL
- INDICATES SIGN
- INDICATES POST

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 WITHOUT FIRST CONTACTING THE SURVEYOR WHO DEVELOPED AND MADE THIS DRAWING. 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: 3-18-2025

SHEET 1 OF 1

PRELIMINARY PLAT PREPARED FOR:
ROCK STEP WILLMAR
JOB NO: 2023-18
FILE NAME: 2023-18PPC.DWG
LOCATION: 23-119-35

EXHIBIT C

Declaration

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

(Lots and , Block 1 Rockstep Plaza Third Addition [collectively, the "JCP Parcel"])

Commented [1]: Will insert legal description once replat is recorded

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Declaration**") is made this day of , (the "**Effective Date**") by Rockstep Willmar, LLC, a Texas limited liability company ("**Declarant**").

RECITALS

A. Declarant is the owner of the real property and improvements known as Lots 1, 3, 5 and 6, Block 1, ROCKSTEP PLAZA SECOND ADDITION, Kandiyohi County, Minnesota, per the plat recorded in the Office of the County Recorder of Kandiyohi County, Minnesota as Document No. 690861 and Lots and , Block 1 Rockstep Plaza Third Addition (collectively, the "**Project**").

Commented [2]: Lot 5 is Strip Center and may not be owned by Rockstep at the time of closing on the JCP Parcel.

B. A portion of the Project has been separately platted and subdivided as Lots and , Block 1, ROCKSTEP PLAZA THIRD ADDITION, Kandiyohi County, Minnesota, per the plat recorded in the Office of the County Recorder of Kandiyohi County, Minnesota as Document No. (collectively, the "**Out Parcel**").

C. The Out Parcel, together with Lots 1 and 6, Block 1, ROCKSTEP PLAZA SECOND ADDITION, Kandiyohi County, Minnesota, per the plat recorded in the Office of the County Recorder of Kandiyohi County, Minnesota as Document No. 690861 are collectively referred to herein as the "**JCP Parcel**."

D. That portion of the Project owned by Declarant, less (i) the JCP Parcel and (ii) the separate strip shopping center parcel described as Lot 5, Block 1, ROCKSTEP PLAZA SECOND ADDITION, Kandiyohi County, Minnesota, per the plat recorded in the Office of the County Recorder of Kandiyohi County, Minnesota as Document No. 69086, is referred to herein as the "**Mall Property**."

D. Declarant desires to impose certain easements, covenants, and restrictions upon, and establish certain matters affecting, the Project on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that the Project and all present and future owners and occupants of the Project shall be and hereby are subject to this Declaration and, in connection therewith, Declarant declares as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) “**Access Openings**” means all points and lines where any Driveway meets and/or crosses any boundary of the JCP Parcel.

(b) “**Building**” means, collectively, the existing building areas located on the JCP Parcel, including the building formerly occupied by JC Penney, as such buildings exist as of the date of this Declaration.

(c) “**Building Envelope**” means the volume (width, length, and height) occupied by the Building as of the date of this Declaration.

(d) “**Common Area**” or “**Common Areas**” means all those exterior areas on the Project which are made available for the non-exclusive use, convenience, and benefit of all occupants and their respective permittees. Without limitation, Common Area includes: (a) the parking area, (b) sidewalks and walkways located outside all Buildings on the JCP Parcel, (c) landscaped and planted areas outside all Buildings, and (d) common utility facilities.

(e) “**Driveways**” means the paved driveways and roadways presently or hereafter constructed on the JCP Parcel that are designed to provide for the passage of motor vehicles and pedestrians across the Common Areas of the JCP Parcel.

(f) “**JCP Parcel**” has the meaning given in the Recitals.

(g) “**JCP Parcel Owner**” means Declarant and any and all successors or assigns of Declarant as the owner or owners of fee simple title to all or any portion of the JCP Parcel, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise.

(h) “**Lease Restrictions**” means those exclusives or restrictions set forth on **Exhibit A** attached hereto and incorporated herein by this reference for all purposes.

(i) “**Mall**” means the enclosed shopping mall structure located on the Mall Property.

(j) “**Mall Owner**” means Declarant and any and all successors or assigns of Declarant as the owner or owners of fee simple title to all or any portion of the Mall Property, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise.

(k) “**Mall Property**” has the meaning given in the Recitals.

(l) “**Mall Sign**” means the mall/shopping center pylon sign located on the JCP Parcel as shown on **Exhibit B** attached hereto and incorporated herein by this reference for all purposes.

(m) “**Mall Sign Easement Area**” means that 15 foot by 15 foot portion of the JCP Parcel located around the Mall Sign as shown on **Exhibit B** attached hereto and incorporated herein by this reference for all purposes.

(n) “**Owner**” means the Mall Owner and the JCP Parcel Owner or any of them.

(o) “**Parcel**” means all or any portion of the Project.

(p) “**Party Wall**” means the structural wall or walls separating the buildings located on the Mall Property and the Out Parcel from each other, which wall(s) lie on or next to a portion of the shared property boundary line dividing the Mall Property from a portion of the Out Parcel.

(q) “**Permittees**” shall mean the tenant(s) or occupant(s) of any portion of any portion of the Project.

(r) “**Project**” has the meaning given the Recitals.

2. Declaration of Easements

2.1 Access Easement in favor of Mall Property

(a) Declarant hereby declares a non-exclusive, perpetual appurtenant access easement over, on and across the Common Area of the JCP Parcel for the benefit of the Owners of the Mall Property, their respective Permittees and their respective invitees for the purpose of providing uninterrupted passage of motor vehicles and pedestrians to and from the Mall Property, including access over, across, to and from all Access Openings and Driveways on the JCP Parcel and ingress and egress by and between the Mall Property and those portions of 5th Street abutting the JCP Parcel.

(b) To facilitate the access easement in favor of the Mall Property, the JCP Parcel Owner shall always maintain between Access Openings a smooth and level grade transition to allow the use of each Driveway abutting such Access Opening for pedestrian and vehicular ingress and egress as set forth in Section 2.1(a). No Access Openings or Driveways shall be blocked, closed, altered, changed or removed without the written consent of the adjoining portion of the Mall Property.

2.2 Parking Easement in favor of Mall Property. Declarant hereby declares a non-exclusive, perpetual appurtenant vehicle parking easement over, on and across all parking spaces located in the Common Areas of the JCP Parcel for the benefit of the Owners of the Mall Property, their respective Permittees, and their respective invitees. Neither the JCP Parcel Owner nor any of its Permittees nor any of their invitees shall be allowed to park on any portion of the Mall Property.

2.3 Utility Easements.

(a) *Utility Easement in favor of JCP Parcel.*

(i) Declarant hereby declares a ten (10) foot wide perpetual, non-exclusive appurtenant easement (the “**JCP Parcel Utility Easement**”) in, over, under, and across the Common Areas of the Mall Property necessary to provide the JCP Parcel with (A) access to all existing water, storm and sanitary sewer lines which may be currently located on the Mall Property which the JCP Parcel may currently be using to service improvements on the JCP Parcel, and (B) if, as and when necessary, to construct, operate, place, maintain, inspect, protect, repair, alter, relocate, replace and/or remove one or more underground water, gas, sanitary sewer line, and underground storm sewer lines, together with such underground appurtenances related thereto (collectively, “**Lines**”) as the JCP Parcel Owner may from time to time require, necessary to provide those services to the JCP Parcel. The centerline of each component of the JCP Parcel Utility Easement shall be the location of each of the Lines. The JCP Parcel Utility Easement is limited to the specific purposes set forth in this Section 2.3(a)(i). Declarant, for itself and its successors and assigns with respect to the Mall Property, reserves the right to relocate at any time, and from time to time, any of the Lines located on the Mall Property and any component of the JCP Parcel Utility Easement at its sole cost and risk so long as it provides prior written notice to the JCP Parcel Owner and the relocation does not interrupt utility service to the JCP Parcel or materially interfere with the use or enjoyment of the JCP Parcel by any Owner or Permittee thereof.

(ii) Despite the foregoing, the JCP Parcel Owner will not relocate or cause the relocation of any Lines located on the Mall Property without the prior written consent of the Mall Owner. Moreover, any right of entry by the JCP Parcel Owner onto the Mall Property pursuant to Section 2.3(a)(i) shall (A) only be exercised after twenty (20) days’ advance written notice to each Mall Owner affected thereby (except in cases of bona fide emergency, in which case, only such notice as may be reasonably practical under the circumstances shall be required), and (B) not interrupt utility service to the Mall Property (except for short periods as required for such work) or materially interfere with the use or enjoyment of the Mall Property by any Owner or Permittee thereof. After accessing the Lines on the Mall Property for any reason, the JCP Parcel Owner shall promptly restore the surface grade of the Mall Property affected thereby to the same condition it was prior to such operations. Moreover, the JCP Parcel Owner shall not be allowed to engage in any construction activities on the Mall Property which would interfere with the operations of the Mall Owner or any of its Permittees. Any scheduled work that would interrupt or materially reduce utility service to any portion of the Mall Property will be conducted outside of the operating hours of the affected portion of the Mall Property.

(b) *Utility Easement in favor of Mall Property.*

(i) Declarant hereby declares a ten (10) foot wide perpetual, non-exclusive appurtenant easement (the “**Mall Property Utility Easement**”) in, over, under, and across the Common Areas of the JCP Parcel necessary to provide the Mall Property with (A) access to all existing water, storm and sanitary sewer lines which may be currently located on the JCP Parcel which the Mall Property may currently be using to service improvements on the Mall Property, and (B) if, as and when necessary, to construct, operate, place,

maintain, inspect, protect, repair, alter, relocate, replace and/or remove one or more Lines as the Mall Owner may from time to time require, necessary to provide those services to the Mall Property. The centerline of each component of the Mall Property Utility Easement shall be the location of each of the Lines. The Mall Property Utility Easement is limited to the specific purposes set forth in this Section 2.3(b)(i). Declarant, for itself and its successors and assigns with respect to the JCP Parcel, reserves the right to relocate at any time, and from time to time, any of the Lines located on the JCP Parcel and any component of the Mall Property Utility Easement at its sole cost and risk so long as it provides prior written notice to the Mall Owner and the relocation does not interrupt utility service to the Mall Property or materially interfere with the use or enjoyment of the Mall Property by any Owner or Permittee thereof.

(ii) Despite the foregoing, the Mall Owner will not relocate or cause the relocation of any Lines located on the JCP Parcel without the prior written consent of the JCP Parcel Owner. Moreover, any right of entry by the Mall Owner onto the JCP Parcel pursuant to Section 2.3(b)(i) shall (A) shall only be exercised after twenty (20) days' advance written notice to the JCP Parcel Owner (except in cases of bona fide emergency, in which case, only such notice as may be reasonably practical under the circumstances shall be required), and (B) shall not interrupt utility service to the JCP Parcel (except for short periods as required for such work) or materially interfere with the use or enjoyment of the JCP Parcel by any Owner or Permittee thereof. After accessing the Lines on the JCP Parcel for any reason, the Mall Owner shall promptly restore the surface grade of the JCP Parcel affected thereby to the same condition it was prior to such operations. Moreover, the Mall Owner shall not be allowed to engage in any construction activities on the JCP Parcel which would interfere with the operations of the JCP Parcel Owner or its Permittees. Any scheduled work that would interrupt or materially reduce utility service to any portion of the JCP Parcel will be conducted outside of the operating hours of the affected portion of the JCP Parcel.

(c) *Reciprocal Stormwater Easements.* Declarant hereby declares for the benefit of the Project a non-exclusive, perpetual reciprocal easement for the acceptance and underground discharge of surface storm water drainage or runoff across the exterior areas of each Owner's Parcel into the existing underground storm sewer system on the Project (as same may be repaired and replaced from time to time) as it may exist from time to time, subject to the following conditions and restrictions:

(i) Each Owner shall be responsible for the maintenance, repair, replacement, condition and effectiveness of the stormwater drainage and discharge improvements within its Parcel; and

(ii) Neither Owner shall, without the consent of the other Owner, permanently alter or permit to be permanently altered the flow or drainage of surface water or any drainage/retention system constructed on its Parcel if such alteration would materially increase the velocity, volume, or flow of surface water onto the other Owner's Parcel either in the aggregate or by directing the flow of surface water to a limited area without the prior written consent of the Owner of each affected Parcel.

(d) *Additional Terms Applicable to the Utility Easements.*

(i) All Lines installed on the project pursuant to this Section 2.3 shall be buried underground. If necessary, an Owner will have the right to place clean out plugs and other similar appurtenances on the surface of the Property at locations approved by each affected Owner which do not interfere with vehicles, parking or pedestrians.

(ii) All future utility Lines constructed by an Owner pursuant to this Section 2.3 will be exclusively for the benefit of the Owner benefitted by such easement unless such Owner agrees otherwise in writing.

(iii) Each Owner shall have the continued right to use the surface and subsurface of its portion of the Project, provided such use does not impair, interfere with or obstruct the use of any easement granted pursuant to this Declaration.

2.4 Sign Easement in favor of Mall Property

(a) Declarant hereby declares an exclusive, perpetual appurtenant easement on, over, under and across the Mall Sign Easement Area of the JCP Parcel for the benefit of the Mall Owner for the purposes of maintaining, operating, repairing and replacing the Mall Sign, together with (i) an electrical easement on, over, under and across the JCP Parcel as necessary to provide electrical service to the Mall Sign, and (ii) an access easement over, under on and across the JCP Parcel as may be necessary for the Mall Owner to access the Mall Sign and Mall Sign Easement Area for the purposes of exercising all rights relating to the Mall Sign and Mall Sign Easement Area described in this Section 2.4.

(b) The Mall Sign is for the exclusive use of the Mall Owner and its Permittees. Declarant hereby retains ownership of the current Mall Sign. The Mall Owner shall be responsible for maintaining, operating, repairing and replacing the Mall Sign and all utility lines exclusively serving the Mall Sign. The JCP Parcel Owner shall not block the visibility of the Mall Sign with any vegetation, signage or other structures.

(c) The Mall Owner shall pay the expenses associated with the ownership, maintenance, repair, protection and replacement of the Mall Sign, including, but not limited to paying the cost of electricity associated with the Mall Sign, the cost of insuring the Mall Sign, and the payment of any taxes associated with the Mall Sign if taxed as part of a separate tax bill from the JCP Parcel.

2.5 Reasonable Use of Easements.

(a) Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements granted pursuant to this Section 2, or to prosecute work on such Owner's own Parcel if the same interferes with the easements granted pursuant to this Section 2, shall be undertaken only in such a manner that minimizes any interference with the business of the other Owner and its Permittees. In such case,

no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens, or claims attributable to the performance of such work. In no event shall access to a Parcel be closed or blocked during the exercise of such rights except during hours when the Owner or Permittee operating on such Parcel is not open for business.

(b) Each Owner having rights with respect to an easement granted hereunder shall indemnify, defend, and hold the Owner whose Parcel is subject to the easement and its Permittees harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional, or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3. Declaration of Lease Restrictions.

(a) Declarant hereby declares the JCP Parcel to be subject to the Lease Restrictions, which declaration is for the benefit of the Mall Property and the Owners of the Mall Property.

(b) The Lease Restrictions are derived from the exclusive use rights and restricted use covenants contained in existing leases of the Mall Property. If any lease which is the source of a Lease Restriction terminates, then the Lease Restrictions derived from such lease shall also terminate. In the event that the exclusive use rights and restricted use covenants of such lease cease to be applicable or enforceable (whether by the terms of the lease or otherwise), then the Lease Restrictions derived from such rights or covenants shall likewise cease to be applicable or enforceable. The Owners may, from time to time by document signed by all Owners, amend this Declaration to eliminate any Lease Restrictions which are no longer applicable based on the terms of this Section 3(b).

4. Additional Restrictions and Covenants. For the benefit of the Mall Property and the Mall Owner, Declarant hereby declares the JCP Parcel to be subject to and burdened by the following additional restrictive covenants (the "Additional Restrictions" and, together with the Lease Restrictions, the "Restrictions").

(a) *Common Areas.* All portions of the Common Area located on the JCP Parcel now existing shall be used solely for parking of vehicles, Access Openings, and associated Driveways. No buildings or other improvements may be constructed on the JCP Parcel outside of the Building Envelope or in the Common Area of the JCP Parcel.

(b) *Driveways.* None of the Access Openings and Driveways on the JCP Parcel may be closed, blocked, or relocated without the prior written approval of the Mall Owner, which

approval, if granted, must be acknowledged and recorded in the real property records of Kandiyohi County, MN.

(c) *No Mall Access.* The JCP Parcel Owner and its Permittees shall not have any right of access to, through or between the Mall from any portion of the Building. Unless permanently removed, the existing access opening between the Building and the Mall shall be kept closed and locked at all times.

(d) *Construction.*

(i) Any new improvements on the JCP Parcel must be contained within the Building Envelope.

(ii) The JCP Parcel Owner and its Permittees shall not engage in any exterior construction work during the period from November 1 through January 15 without the prior written consent of the Mall Owner. The JCP Parcel Owner must provide Mall Owner with at least 15 days' prior written notice of the nature of the any proposed construction work, the date on which such work is scheduled to be performed, the anticipated time scheduled to complete such work, and the estimated date of substantial completion of such work. At all times during which JCP Parcel Owner or its Permittees engages in any construction related work on the JCP Parcel, they shall (A) use commercially reasonable efforts to minimize disruption to the Mall Property and the business operations located thereon, (B) erect a construction fence around the construction area, and (C) store construction materials and equipment only within the construction fence and not on any portion of the Mall Property.

(iii) If any construction on the JCP Parcel affects any existing parking lot light standards, the JCP Parcel Owner shall, at its own cost, (1) dismantle and disconnect each such light standard, and (2) provide replacement exterior lighting sufficient to replace the illumination provided by the dismantled light standard(s) (the "Replacement Lighting"). The Replacement Lighting specifications shall be approved by Declarant, which approval shall not be unreasonably withheld, conditioned or delayed. The JCP Parcel Owner shall, at its sole cost, keep the Replacement Lighting illuminated at least during those periods of time that the Mall Owner keeps its parking lot light standards illuminated (which, as of the date of this Declaration, is until 10:00 p.m. each night).

(e) *Signage.* Except for the Mall Sign, no pylon or monument sign shall be erected on the JCP Parcel. All other signage located on the JCP Parcel (e.g., building signage) must be approved in advance and in writing by Mall Owner, such approval not to be unreasonably withheld.

(f) *Solicitation.* The JCP Parcel Owner will not solicit, contact or communicate with current tenants of the Mall Property for the purpose of causing such current tenants to lease or occupy any portion of the JCP Parcel.

(g) *Prohibited Tenants/Occupants.* No portion of the JCP Parcel shall be leased or occupied by a TJ Maxx store, a Marshall's store, a Home Goods store, a Ross Dress for Less store,

any similar discount department store, or any other Applicable Retail Occupant (as defined below) who owns or operates, through one or more affiliated companies, franchisees, or licensees, more than three (3) stores under the same or similar brand, trade name, and/or trade dress. For purposes of this Section 4(g), an "Applicable Retail Tenant" shall mean a tenant or occupant engaged in retail sales, but excluding a restaurant, an accounting office, a law office and other similar service offices.

(h) *Other Prohibited Uses.* In addition to the Lease Restrictions, the following uses are prohibited on the JCP Parcel:

(i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building;

(ii) Any operation primarily used as a manufacturing, or distilling operation; any refining, smelting, agricultural or mining operation;

(iii) Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);

(iv) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors, trash containers or balers customarily used for a retail center located near the rear of any building);

(v) Any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;

(vi) Any central laundry, central dry cleaning plant or laundromat (except that this provision shall not prohibit a laundry or dry cleaner pickup location and nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in comparable shopping centers);

(vii) Any movie theater, night club or live performance theater;

(viii) Any living quarters, sleeping apartments or lodging rooms;

(ix) Any mortuary, funeral home or crematory;

(x) Any adult bookstore, adult video store, adult movie theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a bookstore or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public [as opposed to a specific segment thereof]);

(xi) Any bar, tavern, restaurant, or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds 50 percent of the gross revenues of such business;

(xii) Any gymnasium, health spa, fitness center or athletic facility which occupies more than 20,000 square feet of floor area;

(xiii) Any flea market, car wash, tattoo parlor or dance hall;

(xiv) Any massage parlor (except for Massage Envy, Massage Luxe, Massage Heights or similar massage establishment, and provided that this provision shall not prohibit massages in connection with a beauty salon, tanning salon, spa, health club or athletic facility);

(xv) Any casino or other gambling facility or operation, including but not limited to, off-track or sports betting parlors, table games such as black-jack or poker, slot machines, video gambling machines and similar devices, and bingo halls (except that this provision shall not prohibit government sponsored gambling activities or charitable gambling activities if such activities are incidental to the business operation being conducted by the occupant); and

(xvi) Any oil development operations, oil refining, quarrying or mining operations of any kind, or the placement of oil wells, tanks, tunnels, or mineral excavation or shafts upon the surface of any portion of the JCP Parcel, or within 500 feet below the surface of any of the JCP Parcel, or the placement of any derrick or other structure designed for use in boring for water, oil, natural gas or other minerals on any of the JCP Parcel.

(i) *Maintenance of Common Area.* The JCP Owner shall, at its sole cost and expense, operate, maintain, and repair the Common Area on the JCP Parcel. The Common Area on the JCP Parcel shall be maintained in an attractive condition and good state of repair. The minimum standard of maintenance for the improved Common Area on the JCP Parcel shall be comparable to the standard of maintenance followed in other retail developments of comparable size in the metropolitan area in which the Project is located, including, but without limitation, repairing and replacing any surface paving whenever necessary, keeping the same properly drained and free of snow, ice, water and rubbish and in a neat, clean, orderly and sanitary condition, providing security in and for the Common Areas, maintaining suitable and adequate lighting in all Common Areas, maintaining such directional signs, markers and painted lines as may from time to time be necessary or proper for the control of parking and traffic and maintaining adequate accessways connecting all parking areas with any public streets or access easements abutting the JCP Parcel. All Common Area improvements on the JCP Parcel shall be repaired or replaced with materials of a quality, which is at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony and integration of the Mall Property as determined by the Mall Owner. If any of the Common Area on the JCP Parcel is damaged or destroyed by any cause whatsoever, whether insured or uninsured, the JCP Parcel Owner shall repair or restore such Common Area at its sole cost and expense with all due diligence.

(j) *Naming Rights.* The Mall Owner reserves the sole right to determine the name or names by which the Project is operated, advertised, or marketed.

(k) *Parking Areas.* Parking areas in the Common Area of the JCP Parcel shall only be used for temporary parking by employees and other invitees of the JCP Parcel Owner. The JCP Parcel Owner shall not take any action which would reduce the number of parking spaces on JCP Parcel. No long term parking or vehicle storage is permitted on the Common Area of the JCP Parcel.

(l) *Real Estate Taxes.* The JCP Parcel Owner shall pay any and all impact fees or assessments levied in connection with the JCP Parcel if and when such fees or assessments are levied. The JCP Parcel Owner will pay all real estate taxes, general and special assessments which are assessed or levied against the JCP Parcel or any improvements thereon or any appurtenances thereto or fixtures therein or levied to finance the construction, renovation, or maintenance of any other improvements on its Parcel. All such taxes and assessments shall be paid before they become delinquent, and the JCP Parcel Owner agrees to provide the Mall Owner receipted bills or other evidence of payment of such taxes from time to time at their request. Should the JCP Parcel Owner contest any taxes assessed or levied against the JCP Parcel, the JCP Parcel Owner shall pay such taxes before the JCP Parcel becomes subject to a sale by governmental authority by reason of the nonpayment thereof.

(m) *Operation.* The JCP Parcel Owner shall maintain the JCP Parcel in continuous operation.

(n) *Property Insurance.* The JCP Parcel Owner shall cause the JCP Parcel and all improvements thereon to be insured against loss or damage by fire, lightning, and such other risks as are from time to time included in "extended coverage" endorsements in the State of Minnesota, in an amount and form so that the proceeds thereof are sufficient to provide for actual replacement in full of the building and improvements on the JCP Parcel (said amount may exclude foundation and excavation costs and costs of underground flues, pipes and drains); such coverage to include "Comprehensive Boiler and Machinery" coverage, if applicable, as part of one or more policies of insurance.

(o) *Liability Insurance.* The JCP Parcel Owner shall maintain or cause to be maintained commercial general liability insurance against claims for contractual liability as well as personal injury or death and property damage occurring upon, in or about the JCP Parcel to afford protection with a per occurrence limit of not less than \$5,000,000.00 for personal injuries, including bodily injury or death (which limit may be satisfied by any combination of primary and umbrella or excess liability policies), and property damage to any number of persons arising out of any one occurrence.

(p) *Insurance Requirements.* All insurance required by the previous two paragraphs shall be effected under valid and enforceable policies issued by insurers of recognized responsibility with a minimum Alfred M. Best Company, Inc. (or any successor rating organization) general policyholder's Rating of A-/VIII which shall contain a deductible of no more

than \$50,000.00 per occurrence and shall be primary and noncontributing. Certificates of insurance shall be delivered the Mall Owner upon request.

(q) *Casualty.* In the event of damage to or destruction of the whole or any part of the improvements on the JCP Parcel by fire or any other casualty, the JCP Parcel Owner, subject to governmental regulations and/or insurance adjustment delays, promptly remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall perform one of the following alternatives: (a) repair or restore the buildings and improvements so damaged to a condition and an architectural style existing immediately prior to the damage or destruction; (b) construct other buildings and improvements in the same locations; or (c) demolish the damaged portion and/or the balance of such buildings and improvements, fill any excavation, and perform any other work necessary to put the JCP Parcel in a clean, sightly and safe condition. Any building areas on which buildings are not reconstructed following a casualty shall be (i) graded or caused to be graded to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Property, (ii) covered by decomposed granite, gravel, sod, hydroseed or as otherwise permitted by applicable law, and (iii) kept weed free and clean until such time as buildings are reconstructed thereon. If any of the Common Area of the JCP Parcel is damaged or destroyed by any cause whatsoever, whether insured or uninsured, the JCP Parcel Owner shall repair or restore such Common Area at its sole cost and expense with all due diligence.

(r) *Parking.* The JCP Parcel shall comply with applicable governmental parking ratio requirements (as same may be varied or adjusted by any legally acquired variance) without taking into account any parking spaces on the Mall Property (which shall not be used by the Owner or the JCP Parcel, its Permittees, or their respective invitees).

(s) *Parking Lot Lighting.* Located throughout the Common Areas of the JCP Parcel are parking lot lighting standards and associated pedestals and bollards ("PLLS"). JCP Owner shall, at its sole cost and expense, operate, illuminate, maintain, repair and, as necessary, replace, all PLLS located on the JCP Parcel. JCP Parcel Owner shall ensure that its PLLS provides, at a minimum, the hourly coverage and lighting characteristics (including lumens [currently 1 footcandle] and color temperature) that matches that which the Mall Owner is then currently utilizing for the Mall Property.

(t) *Security.* The JCP Parcel Owner shall provide all necessary security as it may require or as may be required of it by applicable law, and the Mall Owner shall have no obligation to provide any security to the JCP Parcel.

5. Party Wall and Common Structure.

(a) No Owner will take any action to impair any Party Wall, any shared monolithic slab, footing, or other structural support thereunder, or any shared roof thereover (herein collectively, the "**Common Structure**"). Each Owner will maintain its half or other portion of the Common Structure at its own expense, and each Owner will have the duty to take the appropriate action on its Parcel to ensure that the Common Structure on, over, under, or affecting the other Owner's Parcel is not adversely impacted as result of any construction or other activities

undertaken by such Owner. If the negligence or misuse of any Owner (or its Permittee) causes damage to or destruction of the Common Structure, such defaulting Owner will bear the entire cost of repair or reconstruction. If any portion of the Common Structure is damaged from any cause other than the negligence or misuse of an Owner or its Permittee, the Owners will cooperate to repair or rebuild the Common Structure and share equally the cost and expense of such repair or rebuilding. If either Owner neglects or refuses to pay its share, or all of such costs in case of negligence or misuse, the other Owner may have such Common Structure repaired or restored and will be entitled to collect such costs from the Owner so failing to pay, for the amount of such defaulting Owner's share of the repair or replacement costs together with interest at the rate of twelve percent (12%) per annum. The Owner having such Common Structure repaired will be entitled to recover reasonable attorney's fees and will be entitled to all other remedies provided herein or by equity or law. Each Owner will have the right to the full use of the Common Structure so repaired or rebuilt.

(b) Without the written consent of the Owner of the other Parcel, no Owner sharing a Common Structure with another Owner will alter, change, or relocate the Common Structure in any manner, non-structural interior decoration or alteration excepted. Each Owner of the Common Structure will have a perpetual easement in that part of the Parcel of the other on which the Common Structure is located, and any other additional area reasonably necessary (including access to the interior of the other's building) to repair, replace, and maintain such Common Structure.

(c) The Owners shall give each other thirty (30) days' written notice of any exterior changes, improvements, construction, or redevelopments to the building located on their respective Parcel should the same have a material impact on any Common Structure.

(d) Any Owner who, by its negligence, disinterest, or willful act causes a Party Wall or Common Structure to be exposed to the elements, will bear the cost of furnishing the necessary protection against such elements and will pay all direct and actual damages to any other Owner or Permittee resulting from such exposure.

(e) If any monolithic slab pertaining to more than one building on more than one Parcel requires repair, the entire monolithic foundation may need to be evaluated in the repair process. All affected Owners will cooperate regarding repairs to the slab or to any shared footing or other structural support under the slab or Party Wall. Each Owner will share equally in any such necessary repair except if caused by the negligence, disinterest, or willful act of the other Owner, and in such event such other Owner will bear the whole cost of the repair.

(f) In order to accommodate any divergence or encroachment of any Party Wall of an Owner existing on the date of this Declaration onto the adjoining Parcel of another Owner (a "**Protrusion**"), Declarant hereby declares an easement over and across each such adjoining Parcel for the existence, maintenance, and repair of such Protrusion.

6. Indemnification. Each Owner shall indemnify, defend, and hold all other Owners harmless from and against any and all claims, demands, suits, judgments, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of any violation of the Restrictions by such Owner.

7. Remedies and Enforcement. In the event of a breach by any Owner of any of the terms, covenants, restrictions, or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach including, without limitation, specific performance.

8. Term. Except as otherwise provided herein, the covenants, conditions, and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the real property records of Kandiyohi County, Minnesota, and shall remain in full force and effect thereafter for so long any of the Restrictions are still in effect, unless this Declaration is modified, amended, canceled, or terminated as provided in Section 10 below.

9. Attorneys' Fees. In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the Owner shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10. Amendment.

(a) Except as provided in Section 10(b) below, this Declaration may only be amended by the written consent of all record Owners benefited or protected by any of the terms of this Declaration then still in effect, evidenced by a document that has been fully executed and acknowledged by all such Owners and recorded in the real property records of Kandiyohi County, Minnesota. Notwithstanding the foregoing, in the event that Declarant sells, disposes, or otherwise transfer less than all of the Mall Property, Declarant may designate one or more of the Owners of the Mall Property to represent all of the owners of the Mall Property and such designated Owner(s) shall be deemed to be the Mall Owner for the entire Mall Property such that only such Owner's consent is required on behalf of the entire Mall Property in order to amend this Declaration pursuant to this Section 10 (a).

(b) Declarant may unilaterally amend this Declaration as to any portion of the Property owned by Declarant or the Declarant and one or more (but less than all) Owners may amend this Declaration as to those portions of the Property owned by them by a document that has been fully executed and acknowledged solely by Declarant or Declarant and such Owners (as the case may be) and recorded in the real property records of Kandiyohi County, Minnesota (a "Supplemental Amendment") if such Supplemental Amendment (i) does not adversely affect the protections granted to any Owner not a party to such Supplemental Amendment pursuant to the terms of this Declaration, or (ii) confirms the expiration or termination or any lease or other condition or circumstance under any lease which renders a restriction created by this Declaration void or unenforceable. Despite the foregoing, to the extent any amendment pursuant to this Section 10(b) would impact the JCP Parcel, Declarant shall first obtain the prior written consent of the JCP Parcel Owner.

11. No Waiver. No waiver of any default of any obligation by any Owner shall be implied from any omission by any other Owner to take any action with respect to such default.

12. No Agency. Nothing in this Declaration shall be deemed or construed by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association among the Owners.

13. Covenants to Run with Land. All covenants, conditions, easements, rights, benefits, and privileges which are granted, created, reserved, or declared by this Declaration shall be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on Declarant and any other person having at any time any interest or estate in the Project. Each Owner, by acceptance of a deed conveying title to any Parcel or any part thereof, or the execution of a contract for the purchase thereof, or the acceptance of a lease or license therefor, or the taking possession thereof, whether from Declarant or other Owner or lessee, shall for itself, and its successor and assigns, be deemed to (a) accept such deed, contract, lease, license, or possession upon and subject to each and all of the provisions of this Declaration, and (b) covenant to and with Declarant (and all of Declarant's successors and assigns with respect to the Parcel and all future Owners of the Parcel) to keep, observe, comply with, and perform the requirements of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Owner or other person acquired said interest.

14. Grantee's Acceptance. The grantee (including any lessee) of any right, title, or interest in or to any portion of the Property shall accept such right, title or interest upon and subject to each and all of the covenants, conditions, restrictions, and obligations contained herein. Any grantee or lessee shall, for such grantee or lessee and such grantee or lessee's successors, assigns, heirs, and personal representatives, covenant, consent, and agree to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the right, title, or interest so acquired.

15. Severability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all the Property by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

16. Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

17. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. The address for each Owner shall be as set forth on the appraisal district records for Kandiyohi County, Minnesota, unless an Owner gives written notice of a different address pursuant to this Section.

18. Governing Law. The laws of the State of Minnesota shall govern the interpretation, validity, performance, and enforcement of this Declaration.

19. Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person or entity other than the Mall Owners, unless otherwise expressly provided herein.

20. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Project. No easement, except that expressly set forth in Section 2, shall be implied by this Declaration.

21. Warranties. Declarant makes no representations or warranties, express or implied, in connection with this Declaration or any portion of the Project, whether of title, fitness of use, condition, purpose, or of any other nature.

22. No Assumption of Liability. Declarant, by declaring any easement herein, does not assume any responsibility with respect thereto, nor shall it at any time incur any liability for failure to comply with any law, ordinance, regulation, or order with respect to any easement or its use by any Owner, Permittee, or other person.

23. Construction. Definitions in this Declaration apply equally to both the singular and plural forms of the defined terms. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Declaration as a whole and not to any particular section, paragraph or subdivision. All section, paragraph, clause, or exhibit references not attributed to a particular document shall be references to such parts of this Declaration. The conjunction "or" shall be understood in its inclusive sense (and/or). The captions, headings, and arrangements used in this Declaration are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

THE REMAINDER OF THIS PAGE IS BLANK

THE NEXT PAGE IS THE SIGNATURE PAGE

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 public facilities and infrastructure.



PLAN DETAILED REPORT CUP-2025-0001 FOR CITY OF WILLMAR

Plan Type:	Conditional Use	Project:		App Date:	05/01/2025
Work Class:	Conditional Use	District:	Not Applicable	Exp Date:	NOT AVAILABLE
Status:	Submitted - Online	Square Feet:	0.00	Completed:	NOT COMPLETED
Valuation:	\$0.00	Assigned To:	Christopher Frank	Approval Expire Date:	

Description: We are going to be helping KAREN community immigrants from Burma and Thailand to fill in forms for their documents. This documents could like renewing their green card, filling in passport forms and citizenship forms, dmv forms

Parcel:	Address: Dr Willmar, MN 5620-2327	Main	Zone:
----------------	---	-------------	--------------

Applicant PRE HTOO 305 VOS PARK DR WILLMAR, MN 56201 Business: 3029792789 Mobile: (302) 979-2789	Property Owner PRE HTOO Home: 3029792789 Mobile: (302) 979-2789
---	--

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00000018	Conditional Use Permit Application	\$350.00	\$350.00
Total for Invoice INV-00000018		\$350.00	\$350.00
Grand Total for Plan		\$350.00	\$350.00

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

This Commission finds that:

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



City of Willmar
333 6th Street SW Willmar, MN 56201

Zoning Administration

Plan NO.: PREV-2025-0001

Plan Type: Plan Review

Work Classification: Plan Review

Plan Status: Submitted - Online

Apply Date: 05/05/2025

Expiration:

Location Address

602 1st St S, Willmar, MN 56201

Parcel Number

95-006-1460

Contacts

Ross Marcus

Property Owner

(320)222-6616

Taylor Marcus

Applicant

2580 Highway 12 East, Willmar, MN 56201

(320)894-7172

taylor@marcusconstruction.com

Jim Bach

Applicant

(320)222-6616

Description: Plan review for potential placement of ~1,500 SF fast food establishment with pick up window.

Valuation: \$0.00

Total Sq Feet: 0.00

Fees	Amount
Plan Review Application	\$150.00
Total:	\$150.00

Payments	Amt Paid
Total Fees	\$150.00
Credit Card	\$150.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Notes and Conditions of Approval:

Note all comments on plans. Call for all required inspections, including final inspections, in the order listed on card.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES.

Construction must not begin prior to issuance of permit or approval of Building Official.

DO NOT EXCAVATE until you have contacted Gopher State One-Call for utility locates: 800-252-1166 or 811

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 1 YEAR, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS COMMENCED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Issued By: Christopher Frank

May 05, 2025

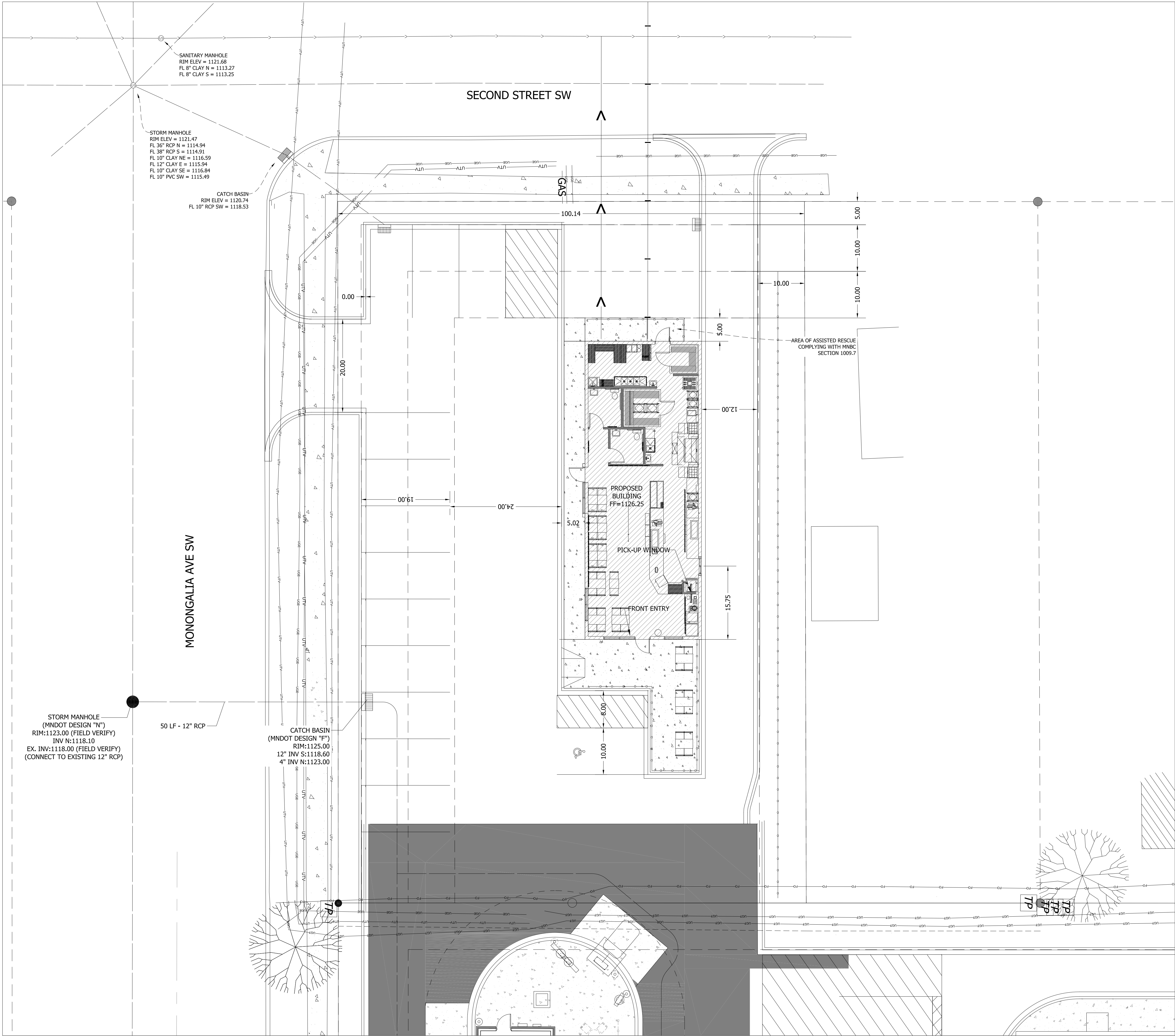
Date

Planning Commission Chairperson (as needed)

Date

May 07, 2025

Page 1 of 1
Page 42 of 201



PRELIMINARY FOR REVIEW ONLY - DC

FAST FOOD RESTAURANT WILLMAR, MINNESOTA

Design & Estimating
Level: v1
Version: BAH
Designer: BAH
Date: 2025-05-05

This sheet may be a reduced copy. The height of this color block is 2" tall on a full sheet. Drawing scales apply to the full size sheets only.

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

This Commission finds that:

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

WITH
WILLMAR
COMPREHENSIVE PLAN

JOINT WORK SESSION

City Councilmembers + Planning Commission
Willmar Community Center
Wednesday, May 1, 2025
5:00 PM

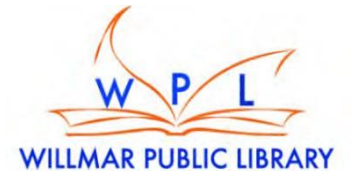
MAYOR + CITY COUNCIL MEMBERS

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.



QUICK REVIEW

WITH WILLMAR

COMPREHENSIVE PLAN

	DATE	EVENT
✓	3/18	Draft Document Released; Public Comment Period Opened
✓	3/24	First Joint Work Session
✓	4/11	Public Comment Period Closes
✓	5/1	Second Joint Work Session starting at 5 PM
	5/19	Briefing and Call for Public Hearing at City Council
	5/21	Planning Commission (Recommendation to Adopt)
	6/16	Consideration to Adopt by City Council

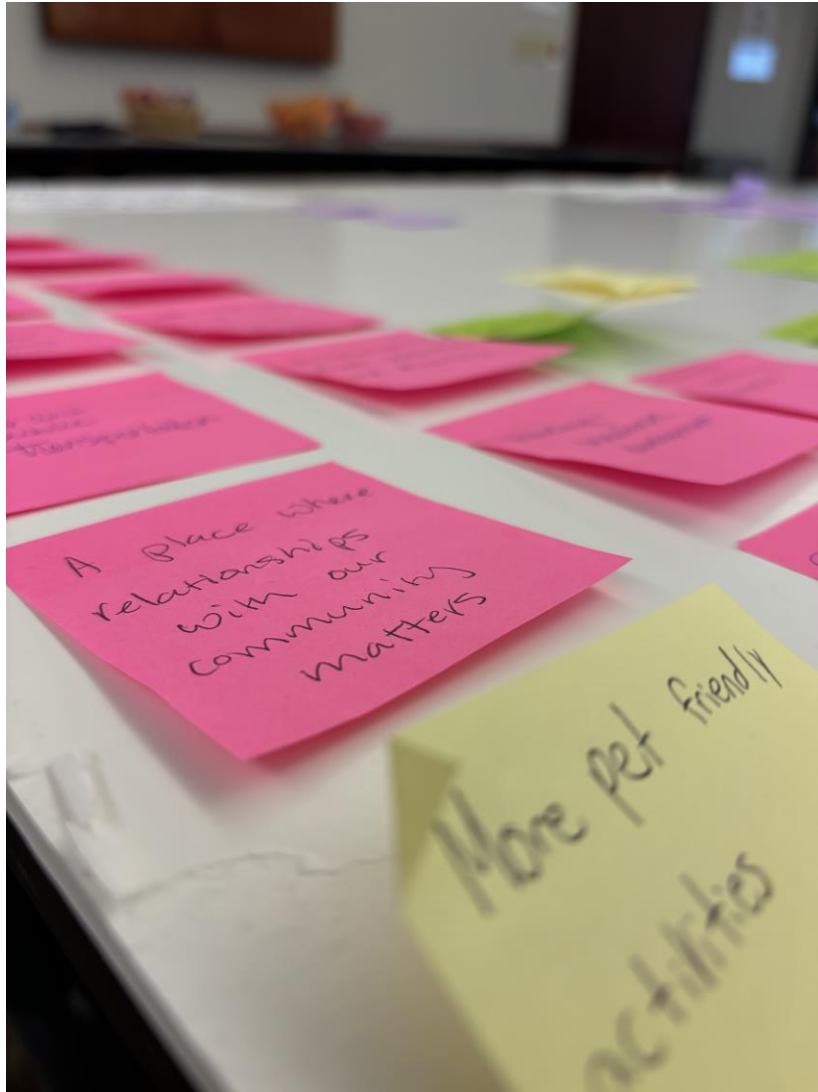


Completed



Pending

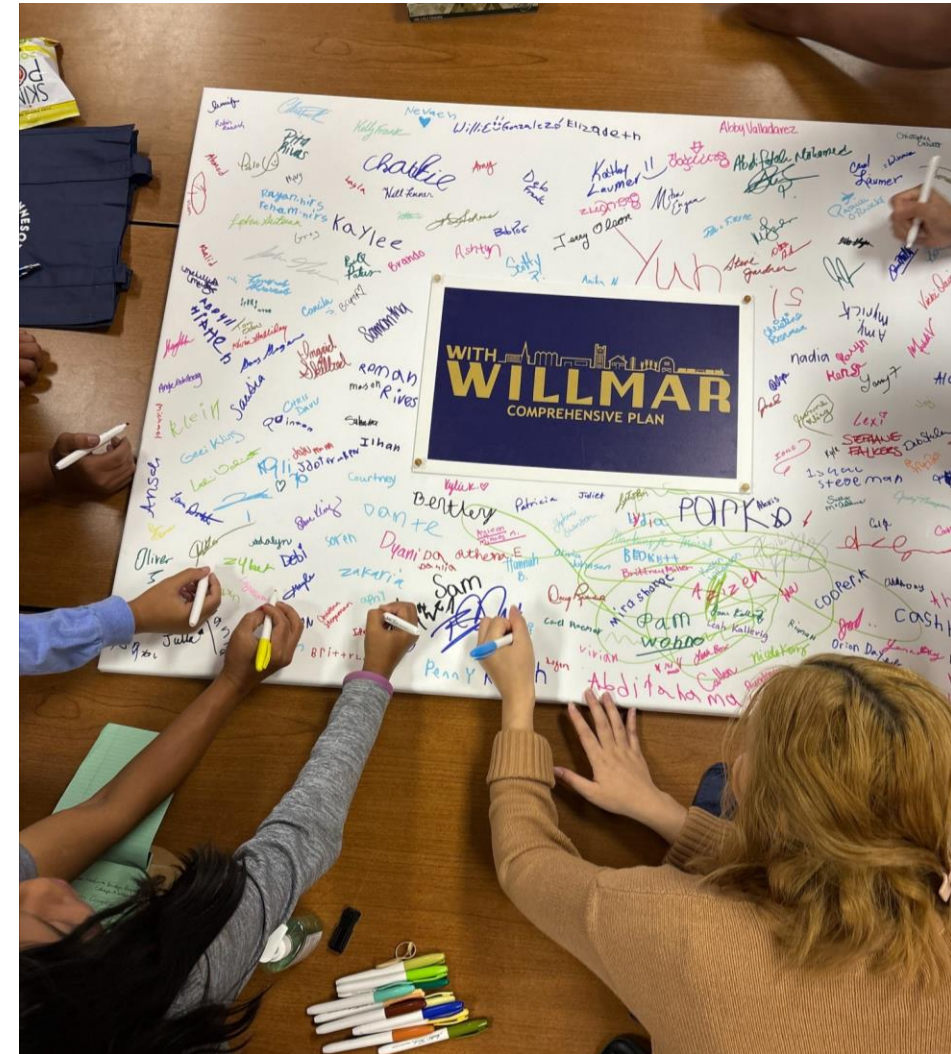
JOINT WORK SESSION | MARCH 24, 2025



- The plan is organized by 9 plan elements, focusing on the current conditions and future strategies for each topical section.
- The individual chapters identifies planning needs for each element and their alignment with the community's identified goals.
- Future users: residents, business owners, partners, city staff, and city council.

JOINT WORK SESSION | MARCH 24, 2025

- **MOBILITY CHAPTER** – is an analysis of the ability to move and access transportation throughout the City of Willmar.
- SAFE STREETS FOR ALL (SS4A)
- PEDESTRIAN, BIKE, + TRAILS PLAN



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.



Completed



Pending

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.



Completed



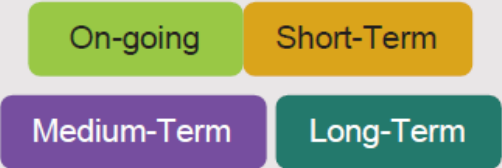
Pending

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?



CHAPTER ELEVEN: **IMPLEMENTATION**

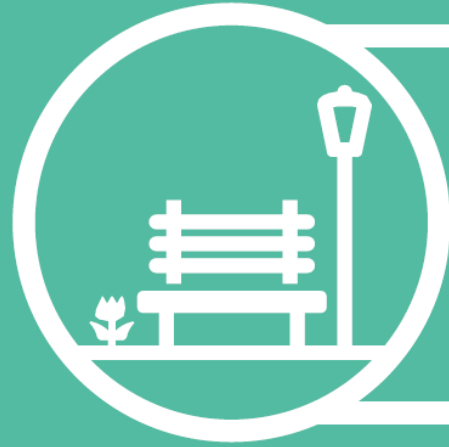
The implementation plan proposes specific regulatory, programmatic, and planning actions, as well as general strategies. Each action relates to one or more of this plan's core themes: ***Work, Innovate, Thrive, and Home.***

Plan Category	Description	How is this displayed?
Plan Element / Supporting Elements	Defines the plan element that the recommendation or action connects to. May include more than one supporting element.	Plan element icons: 
Recommendation	Describes the recommendation or action to be completed.	Narrative description.
Timeline	Identifies a general timeline for completion of the action. Timelines include: - On-going: Continuation of current actions - Short-Term: 1-2 years - Medium-Term: 3-5 years - Long-Term: 6+ years	
Complexity	Indicates the overall complexity for accomplishing each action. Factors that inform a low, medium, or high level of complexity include cost, coordination with partners, and the completion of additional studies.	Low, medium, or high level of complexity: 
Benefit	Identifies the general benefit of the action for the community. Factors that inform the benefit include those that directly support progress of the Plan and increase the city's capacity for success.	Overall benefit identified in narrative.
Partners	Identifies key community partners who can support implementation of the action.	Potential partners have been identified by name.
Measures of Success	Metrics or specific actions that can be used to assess or measure the impact of the action or recommendation.	Measures have been listed.
With Willmar Alignment	Relationship to core themes of this plan: W: Work with Willmar I: Innovate with Willmar T: Thrive with Willmar H: Home with Willmar	With Willmar icons: 



CHAPTER NINE:

PARKS + OPEN SPACE



CHAPTER NINE:

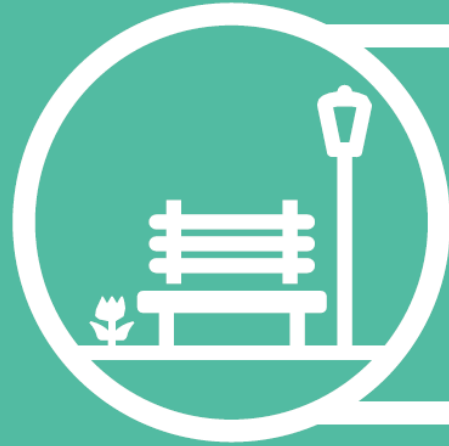
PARKS + OPEN SPACE

NEEDS

Equitable Access:

Physical access related to needs, underrepresentation, multimodal connections, and amenities.

Climate and Resiliency: Prepare for potential climate, weather, and economic uncertainty.



CHAPTER NINE:

PARKS + OPEN SPACE

STRATEGIES

Future Amenities: Innovative and sustainable playgrounds for 21st Century.

Green: Greenspace could provide climate resilience.



CHAPTER NINE:

PARKS + OPEN SPACE

GUIDING PRINCIPLE

HOW PARKS CAN SUPPORT

Sustainability

Willmar can encourage sustainability in its parks by preserving greenspace and existing trees.

Inclusivity

Willmar can ensure inclusivity in its parks by providing amenities that cater to a wide variety of residents, regardless of their age or ability.

Innovation

Willmar can support innovation by working with local organizations and community members to bring new and desired amenities to its parks.

Resilience

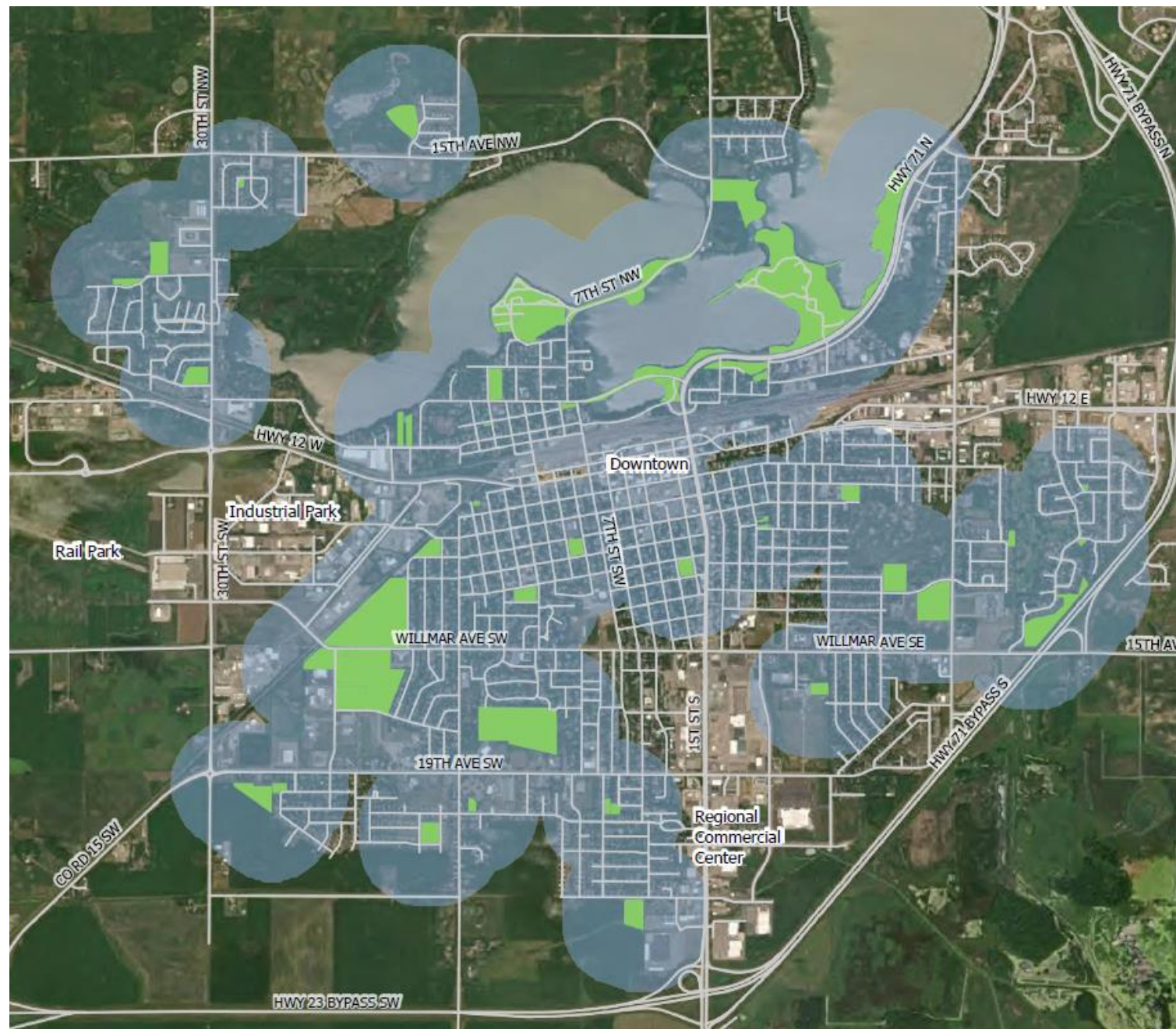
Willmar can preserve greenspace in its parks to increase pervious surface in extreme weather events and flooding.

Walkshed Map

City Parks

Existing Parks

5-Minute Walk (1/4 Mile) from a Park



STRATEGIES

Parks and Recreation Plan: Update and maintain master parks plan.

- **Timeline:** Medium-Term
- **Complexity:** ●●○
- **Benefit:** Provides a comprehensive inventory of community facilities, assessment of existing and future needs, and strategies for park system development.
- **Partners:** City of Willmar, Parks and Recreation Department
- **Measure of Success:** Completion and maintenance of master parks plan, followed by development or improvement of park facilities that cater to the desires of the community.



STRATEGIES

Wayfinding and Interpretive Signage: Expand wayfinding and/or interpretative signage for public water access, parks, and trails.

- **Timeline:** Long-Term
- **Complexity:** ●●●
- **Benefit:**
 - Supports regional tourism.
 - Supports local artists and businesses.
 - Promotes awareness of resource value and resource enhancement efforts.
- **Partners:** City of Willmar, Parks and Recreation Department, Kandiyohi County
- **Measure of Success:** Installation of signage.



STRATEGIES

Public Buildings: Continue to update public facilities to comply with modern ADA standards. Explore new indoor amenities based on community priorities and interest.

- **Timeline:** On-going
- **Complexity:** ●●○
- **Benefit:**
 - Ensures accessibility of community facilities for all residents.
 - Promotes community identity.
- **Partners:** City of Willmar, Public Works Department, State agencies, Kandiyohi County
- **Measure of Success:**
 - Updated community facilities.
 - Evolving amenities within Willmar's public buildings.



STRATEGIES



Funding: Pursue state and federal grant funding programs for competitive park and trail projects.

- **Timeline:** On-going
- **Complexity:** ●●○
- **Benefit:** Increases city capacity to design and construct large capital projects.
- **Partners:** Parks and Recreation Department, Kandiyohi County
- **Measure of Success:**
 - Solicitation of funding as opportunities arise.
 - Number / amount of grants awarded.



Parks and Open Space

Supporting Elements	Recommendation	Timeline	Complexity	Benefit	Partners	Measure of Success	W	I	T	H
	Parks and Recreation Plan: Update and maintain master parks plan.	Medium-Term		Provides a comprehensive inventory of community facilities, assessment of existing and future needs, and strategies for park system development.	- City of Willmar - Parks and Recreation Department	Completion and maintenance of master parks plan, followed by development or improvement of park facilities that cater to the desires of the community.				
  	Wayfinding and Interpretive Signage: Expand wayfinding and / or interpretative signage for public water access, parks, and trails.	Long-Term		- Supports regional tourism. - Supports local artists and businesses. - Promotes awareness of resource value and resource enhancement efforts.	- City of Willmar - Parks and Recreation Department - Kandiyohi County	Installation of signage.				
 	Park Dedication: Review requirements for public open space dedication and cash-in-lieu. Amend development regulations if needed.	On-going		Provides parkland set-aside or program funding.	- City of Willmar - Parks and Recreation Department - Developers	Dedicated acreages or funding are sufficient to meet ongoing needs.				
  	Public Buildings: Continue to update public facilities to comply with modern ADA standards. Explore new indoor amenities based on community priorities and interest.	On-going		- Ensures accessibility of community facilities for all residents. - Promotes community identity.	- City of Willmar - Public Works Department - State agencies - Kandiyohi County	- Updated community facilities. - Evolving amenities within Willmar's public buildings.				
 	Funding: Pursue state and federal grant funding programs for competitive park and trail projects.	On-going		Increases city capacity to design and construct large capital projects.	- Parks and Recreation Department - Kandiyohi County	- Solicitation of funding as opportunities arise. - Number / amount of grants awarded.				
	Regional Coordination: Continue to coordinate with Kandiyohi County and state agencies to advance regional parks and tourism opportunities.	On-going		Aligns state and regional goals and resources.	- City of Willmar - Parks and Recreation Department - Kandiyohi County - State agencies	Regular meetings with state and regional partners.				



CHAPTER EIGHT:

NATURAL RESOURCES + RESILIENCY



CHAPTER EIGHT: NATURAL RESOURCES + RESILIENCY

NEEDS

Water Quality

The water quality of Willmar's lakes, rivers, and groundwater has the potential to be negatively impacted by the growth of the city, including new industrial, commercial, and residential properties.

Climate Change Concerns

The impacts of pollution, climate change, and extreme weather events may degrade the quality of Willmar's natural resources. Steps should be taken to ensure that Willmar's natural resources are protected and improved for future generations to enjoy.

STRATEGIES

Sustainable Development

Willmar could incentivize new developments, including both infill and expansion, to implement sustainable features that can protect Willmar's natural resources from harm. These may include certifications, green roofs, stormwater catchment systems, or carbon-neutral material usage.

Conservation Policies

Development on property directly adjacent to natural resources may need to be limited, favoring smaller developments and greenspace to preserve natural resources.



CHAPTER EIGHT: NATURAL RESOURCES + RESILIENCY

GUIDING PRINCIPLE

HOW NATURAL RESOURCES CAN SUPPORT

Sustainability

Willmar should protect its natural resources and ensure growth does not compromise the quality of its lakes, creeks, and soil.

Inclusivity

Willmar should promote the access of its natural resources to all residents and visitors.

Innovation

Willmar should research and implement new strategies to further protect and preserve natural resources.

Resilience

Willmar should strengthen the durability and adaptability of policies that protect natural resources against extreme events.

Community Resilience: Continue to support and promote local hazard mitigation planning efforts.

- **Timeline:** On-going
- **Complexity:** ●●○
- **Benefit:** Supports mitigation and preparedness for fire, extreme heat, winter weather, and other hazards.
- **Partners:** City of Willmar, Kandiyohi County, Minnesota Pollution Control Agency.
- **Measure of Success:** City involvement in hazard mitigation plan update.

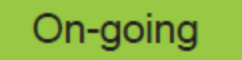


Renewable Power: Explore the development of solar and / or wind energy systems (accessory or community- scale).

- **Timeline:** Short-Term
- **Complexity:** 
- **Benefit:**
 - Develops resiliency and redundancy of power supply.
 - Reduces energy costs.
- **Partners:** City of Willmar, Utility providers, Residents, Business Owners.
- **Measure of Success:**
 - Adoption of zoning amendment(s) allowing by-right approval.
 - Community interest.



Natural Amenities: In the subdivision and site planning processes, incorporate and maintain natural amenities, and promote public access to these areas.

- **Timeline:** A green rectangular box with the text "On-going" in white.
- **Complexity:** Three circles in a row: the first is solid red, the second is red with a white outline, and the third is white with a red outline.
- **Benefit:**
 - Promotes active recreation and social activity.
 - Improves aesthetics and property values.
 - Supports stormwater management.
- **Partners:** City of Willmar, Developers.
- **Measure of Success:** Creation, retention, and dedication of natural areas.



STRATEGIES



Green Infrastructure: Promote nature-based strategies for stormwater management, including stormwater retention areas, bioswales, rain gardens, etc.

- **Timeline:** On-going
- **Complexity:** ●●○
- **Benefit:**
 - Reduces cost of stormwater management.
 - Improves development aesthetics.
 - Improves water quality.
- **Partners:** City of Willmar, Developers, Planning Commission, Minnesota DNR
- **Measure of Success:**
 - Expanded use of nature-based solutions.
 - Creation of educational materials for developers and landowners.



Natural Resources

Supporting Elements	Recommendation	Timeline	Complexity	Benefit	Partners	Measure of Success	W	I	T	H
  	Green Infrastructure: Promote nature-based strategies for stormwater management, including stormwater retention areas, bioswales, rain gardens, etc.	On-going	  	- Reduces cost of stormwater management. - Improves development aesthetics. - Improves water quality.	- City of Willmar - Developers - Planning Commission - Minnesota DNR	- Expanded use of nature-based solutions. - Creation of educational materials for developers and landowners.				
	Urban Forests: Support continued planting and maintenance of boulevard trees and other forested areas.	On-going	  	- Protects against infestation. - Improves / maintains property values. - Provides numerous ecosystem services.	City of Willmar	Tree diversity, health, and abundance.				
 	Shoreland Regulations: Monitor changes to the DNR's model shoreland ordinance and update shoreland zoning as needed to conform with state standards.	On-going	  	- Promotes appropriate use and development of shoreland areas - Mitigates development impacts to shoreland - Ensures consistency with state standards	- City of Willmar - Minnesota DNR - Kandiyohi County	- Amendment of shoreland ordinance - Shoreland properties comply with regulations				



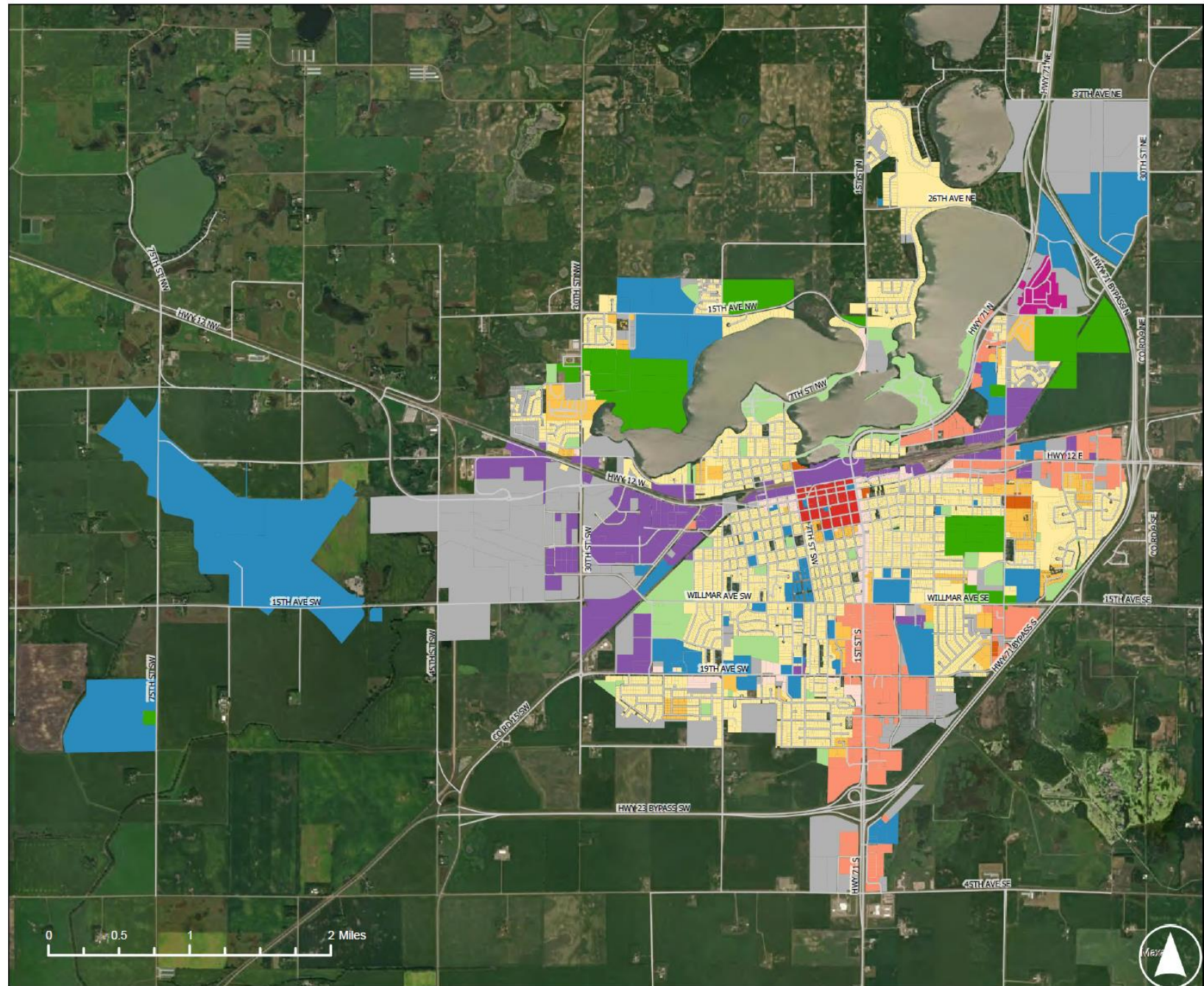
CHAPTER THREE:

LAND-USE + DEVELOPMENT

Existing Land Use

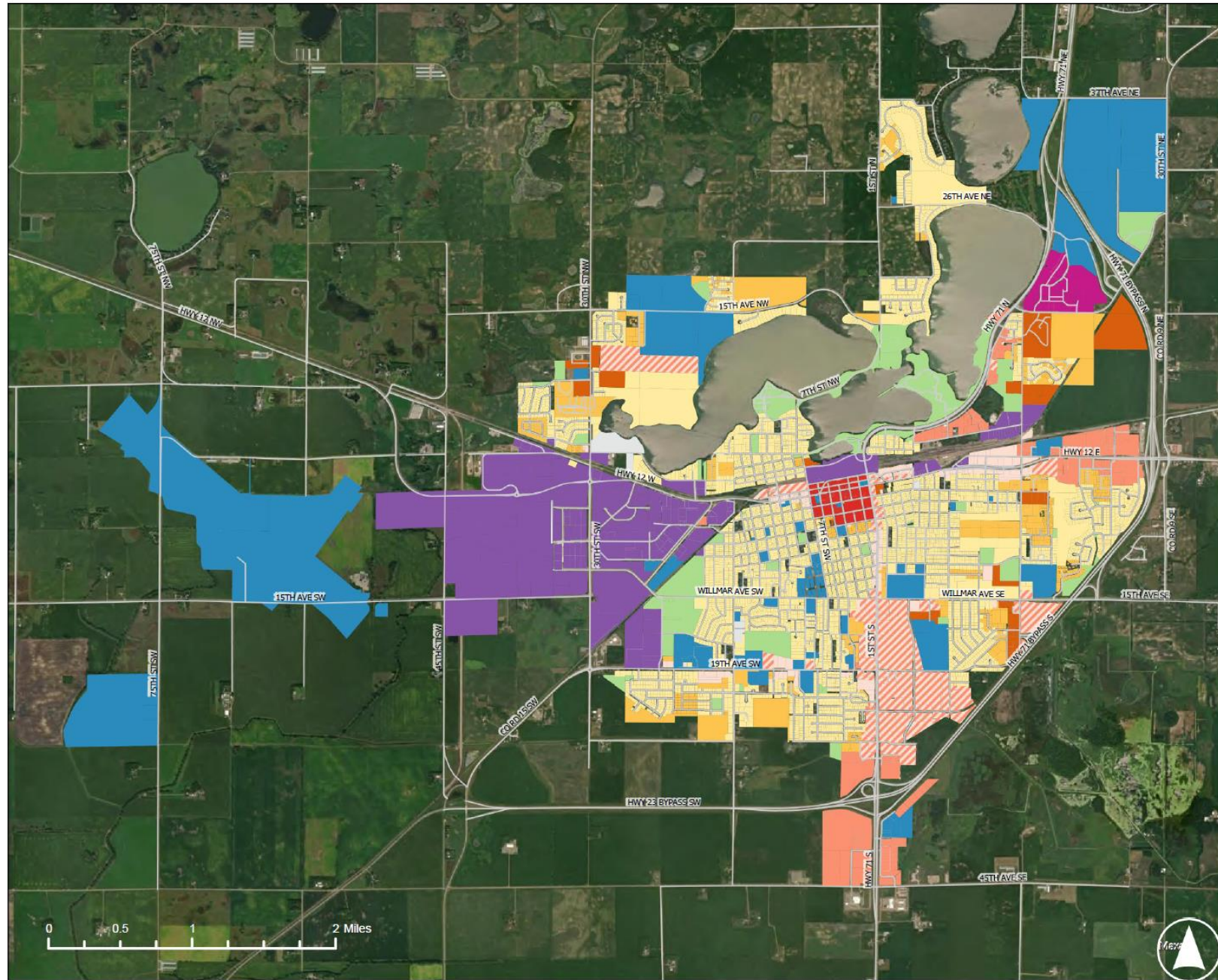
Existing Land Use

- Agricultural
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Downtown
- Neighborhood Commercial
- Regional Commercial
- Parks and Open Space
- Industrial
- Institutional
- Technology District
- Vacant



Future Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Downtown
- Neighborhood Commercial
- Regional Commercial
- Parks and Open Space
- Industrial
- Institutional
- Technology District
- Mixed Use
- Cemetery



LAND-USE + DEVELOPMENT

GUIDING PRINCIPLES

- Land-use can promote sustainable developments, reduce activities that generate excessive pollution, and shape development patterns that minimize reliance on automobiles.
- The Land-use Plan can promote mixed land uses that encourage multimodal transportation, supporting a diverse array of businesses and ensuring inclusive access to businesses, housing, and jobs.
- Land-use can shape policies that foster innovative districts dedicated to innovation, like the established Technology District.
- The Land-use Plan can promote a diverse range of uses throughout the city, enhancing the resiliency and adaptability of Willmar's economy.



LAND-USE + DEVELOPMENT

URBAN GROWTH BOUNDARY

1

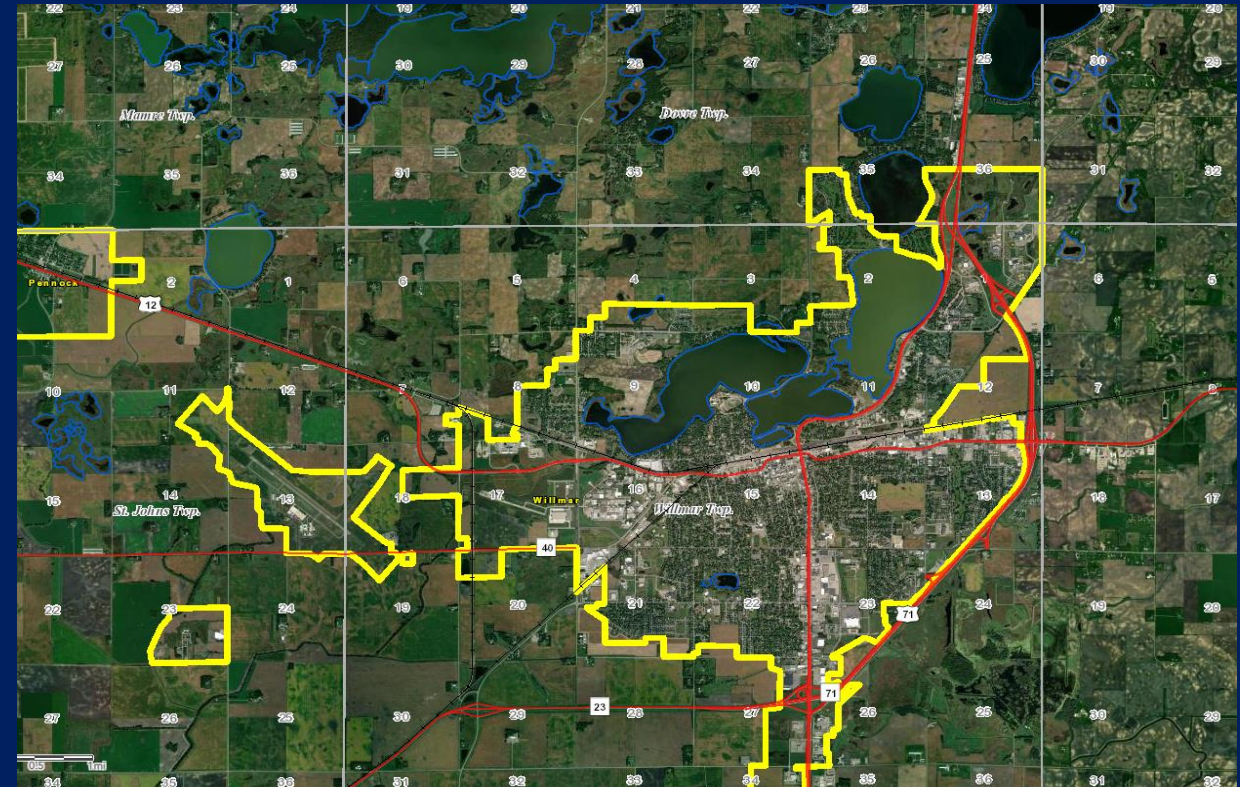
The Land-use Plan can promote mixed land uses that encourage multimodal transportation, supporting a diverse array of businesses and ensuring inclusive access to businesses, housing, and jobs.

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.

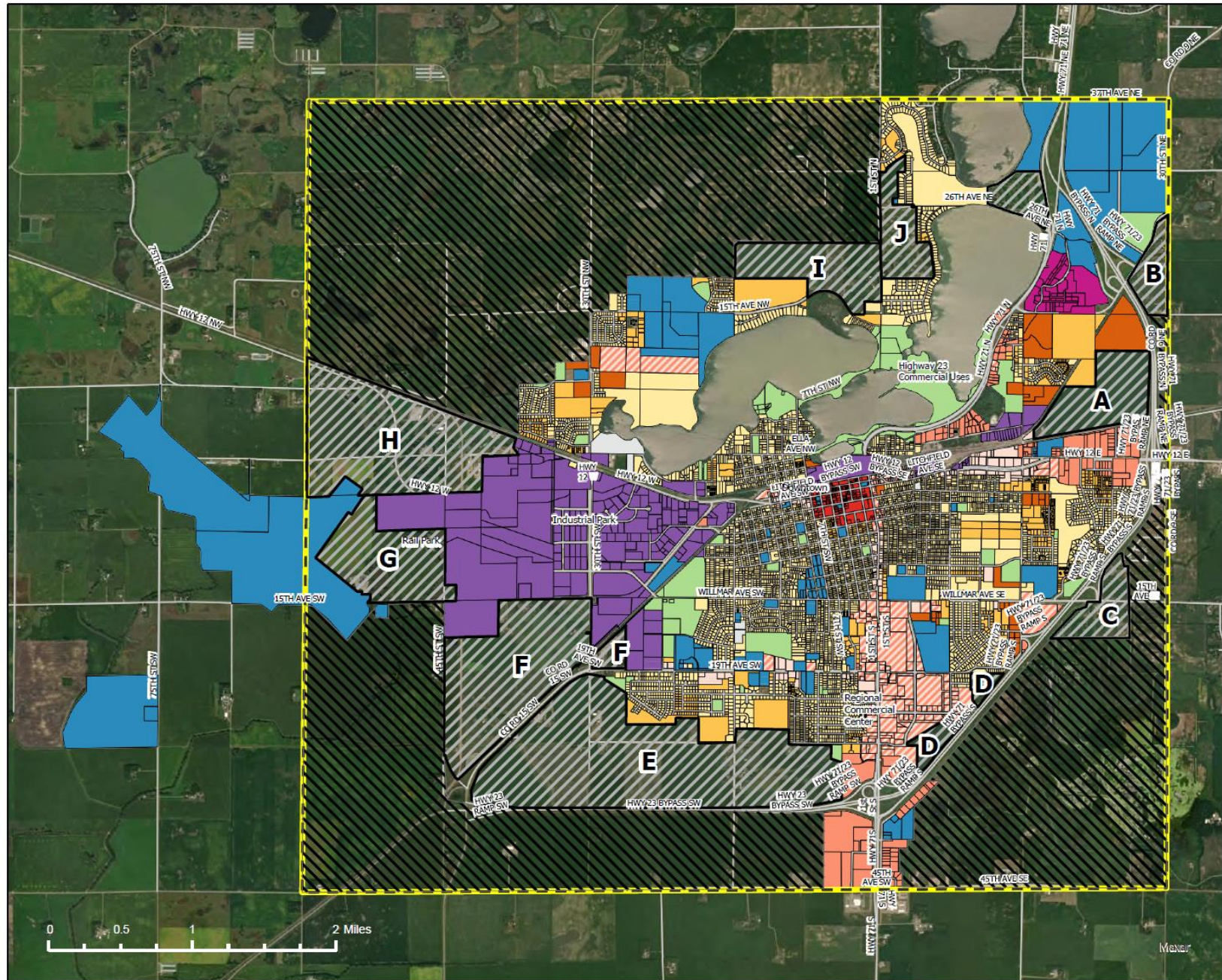
3

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



Urban Growth Boundary

-  Urban Growth Boundary Development Areas
-  Urban Growth Boundary Reserve
-  Urban Growth Boundary
- Future Land Uses
 -  Low Density Residential
 -  Medium Density Residential
 -  High Density Residential
 -  Downtown
 -  Neighborhood Commercial
 -  Regional Commercial
 -  Parks and Open Space
 -  Industrial
 -  Institutional
 -  Technology District
 -  Mixed Use
 -  Cemetery
 -  Roads



STRATEGIES

1994 Zoning Code: Eliminate barriers to housing development, and address inconsistencies

- **Timeline:** 
- **Complexity:** 
- **Benefit:** Development standards are practical, enforceable, and transparent.
- **Partners:** City of Willmar; Developers; Residents and Landowners; Business Community; Consultant
- **Measure of Success:** Adoption of a new zoning ordinance reflecting the vision of the Comprehensive Plan and the needs of the community.

STRATEGIES

Overlay Districts: Establish overlay districts that encourage development in key gateway areas of the city.

- **Timeline:** 
- **Complexity:** 
- **Benefit:** Encourages strategic growth and economic activity in key gateway areas, attracting new businesses and investments
- **Partners:** City of Willmar; Willmar Municipal Utilities; Developers; Residents
- **Measure of Success:** Track increases in business openings and investments in the overlay districts, indicating successful stimulation of development

STRATEGIES

Fund for Future Annexation: Plan for the financial implications of annexing new land, ensuring they can provide necessary services without straining their budget.

- **Timeline:** 
- **Complexity:** 
- **Benefit:** Provides a thorough fiscal impact analysis to estimate any cost associated with annexation.
- **Partners:** City of Willmar; Kandiyohi County; Developers; Residents; Townships
- **Measure of Success:** Compare the costs associated with annexation to the budget of the annexation fund. Efficient use of funds and staying within budget are key success indicators.

STRATEGIES

Mixed-Use Development: Create zoning and design standards that promote regional and neighborhood commercial and mixed-use development, ensuring alignment with the community vision

- **Timeline:** 
- **Complexity:** 
- **Benefit:** Improves neighborhood accessibility, cohesion, and character; Improves development flexibility and zoning transparency.
- **Partners:** City of Willmar; Developers; Residents and Landowners; Stakeholders
- **Measure of Success:** Establishment of mixed-use zoning / design standards; New mixed-use development; New neighborhood commercial development

STRATEGIES

Implement DTW Pilot Program: Evaluate strategies from previous downtown plans to promote investment, beautification, innovation, and traffic calming initiatives.

- **Timeline:** Medium-Term
- **Complexity:** ● ● ○
- **Benefit:** Encourages innovative approaches to urban design and infrastructure to enhance the overall appeal and functionality of downtown. Programing can attract new businesses and investors, boosting economic growth and revitalizing the area.
- **Partners:** City of Willmar; Downtown Community; Residents; Developers
- **Measure of Success:** Establish Economic Metrics to track the number of new businesses, investments, and job creations within the downtown



CHAPTER SIX: HOUSING

HOUSING

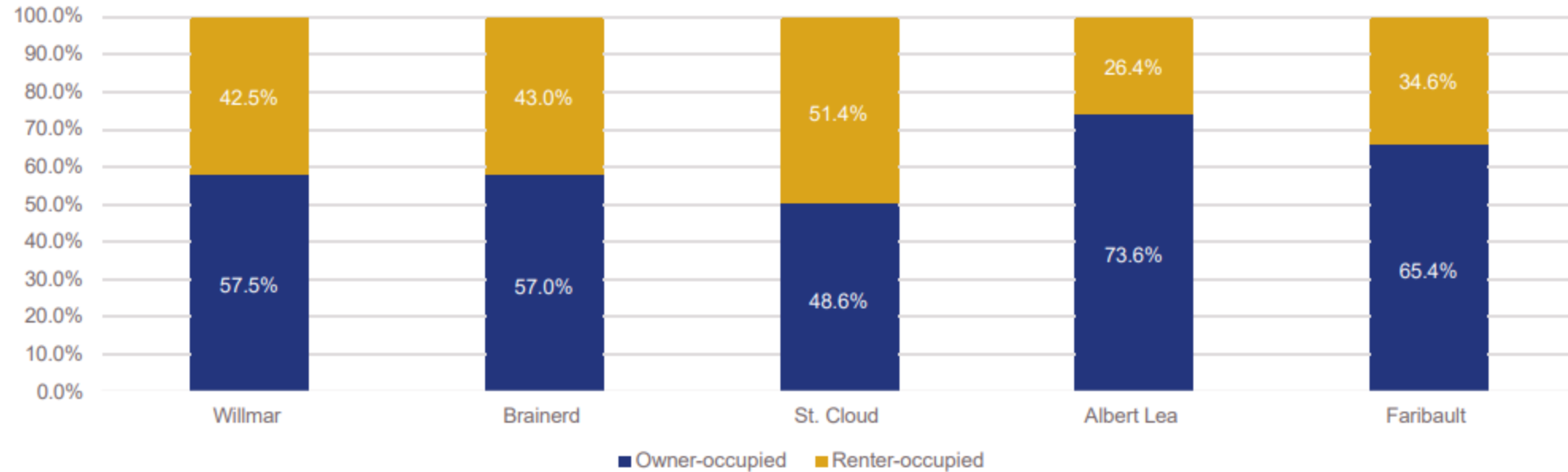
GUIDING PRINCIPLES



- Willmar can encourage sustainability by promoting housing practices that push environmental stewardship, resource efficiency, and the long-term well-being of the community.
- Willmar can support inclusivity by fostering the development of a wide variety of housing for residents of all ages, cultures, and abilities.
- Willmar can support innovation by exploring incentives for housing developments that address a documented issue within Willmar in a new, sustainable manner.
- Willmar can promote resiliency in housing by integrating policies that enhance the adaptability and durability of the community during extreme weather events.

HOUSING

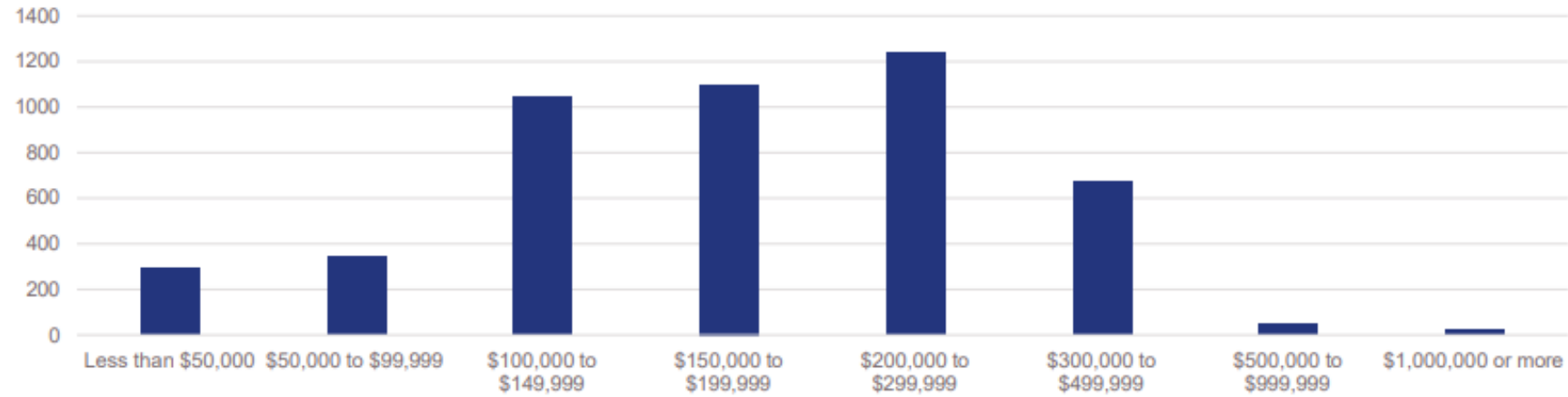
Figure 6-1. Owner-Occupied and Renter-Occupied Housing



Source: American Community Survey, 2023

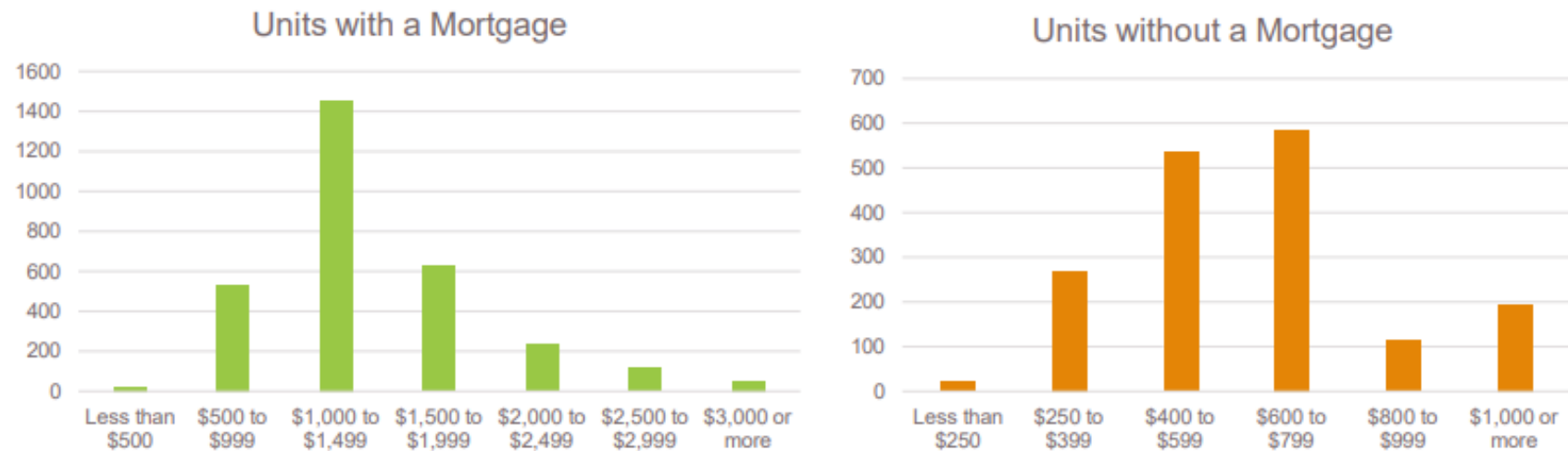
HOUSING

Figure 6-3. Owner-occupied Housing Value, 2023



Source: American Community Survey, 2023

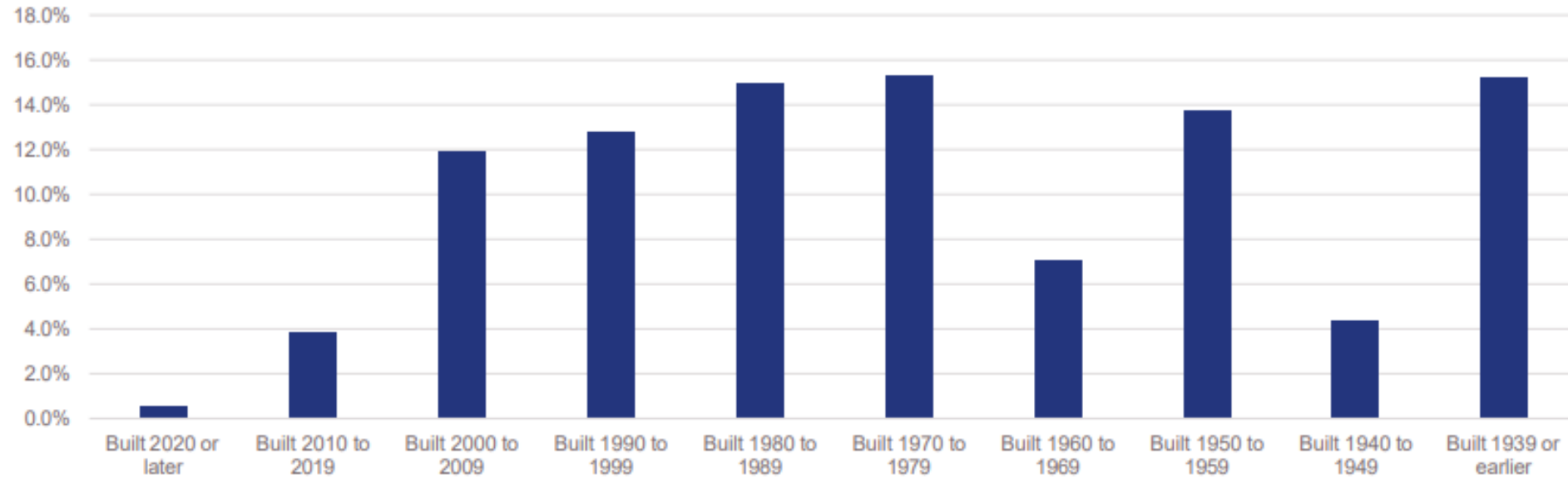
Figure 6-4. Owner-occupied Average Housing Costs, 2023



Source: American Community Survey, 2023

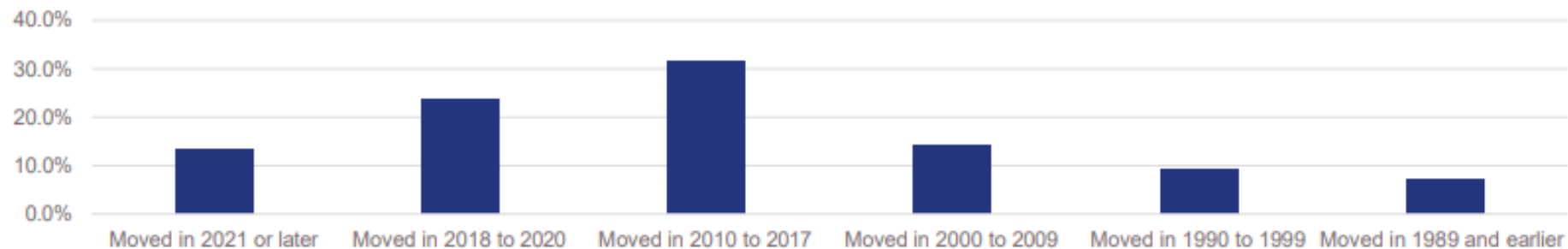
HOUSING

Figure 6-6. Year Housing Built, 2023



Source: American Community Survey, 2023

Figure 6-7. Year Household Moved into Unit, 2023



Source: American Community Survey, 2023

STRATEGIES

Diversify Housing Stock: Promote the need to increase housing types to add a range of styles, floorplans, and price points.

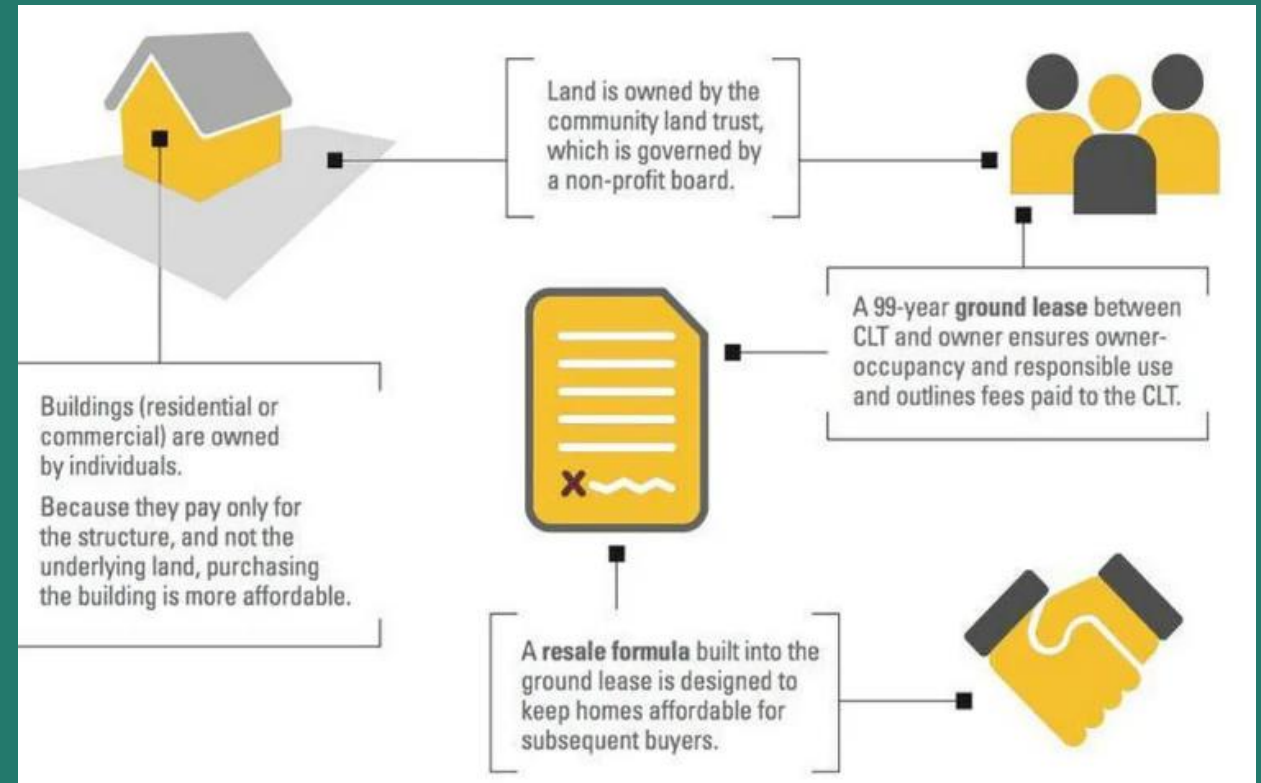
- **Timeline:**
- **Complexity:** On-going
- **Benefit:** ● ○ ○
 - Increases housing inventory for homebuyers and renters.
 - Expands stock of market-affordable homes.
 - Supports workforce recruitment and retention.
- **Partners:** City of Willmar; Community Housing Resource Center; Developers; City Council
- **Measure of Success:** Number of units / building permits for alternative housing types, including single-family attached, small multifamily, mixed-use, etc.



STRATEGIES

Affordable Housing: Establish, finance, and implement a Community Land Trust or Land Bank to acquire and develop permanent affordable housing options.

- **Timeline:** Short-Term
- **Complexity:** ● ● ○
- **Benefit:** Ensures the development and preservation of permanent affordable housing options, making housing more accessible to residents.
- **Partners:** City of Willmar; Kandiyohi County Housing Redevelopment Authority; Willmar Area Community Foundation
- **Measure of Success:** Track the number of affordable housing units developed and maintained by the land trust.



STRATEGIES

Rental Housing Program: Update the 1990 Rental Housing Maintenance and Occupancy Ordinance to conform with modern industry standards and best practices of neighboring municipalities.

- **Timeline:** Short-Term
- **Complexity:** 
- **Benefit:**
 - Promotes consistent and fair regulations across the region, benefiting both tenants and landlords.
 - Ensures higher quality and safer rental housing for residents.
- **Partners:** City of Willmar; Residents; Landlords; Kandiyohi County; Minnesota Housing
- **Measure of Success:** Track the number of rental units meeting updated safety and maintenance standards.

STRATEGIES

Housing Needs Assessment: Complete a housing needs assessment to understand market trends, demographic needs, and housing gaps

- **Timeline:** Medium-Term
- **Complexity:** 
- **Benefit:** Provides valuable information to developers and decision makers; Increases awareness of community housing challenges.
- **Partners:** City of Willmar; Community Housing organizations; Kandiyohi County EDC
- **Measure of Success:** Completion of housing needs assessment and Implementation.



CHAPTER FOUR:

ARTS + CULTURE



CHAPTER FOUR: ARTS + CULTURE

INTRODUCTION

When envisioning Willmar's future, one can't help but think of the city's landmark art installations and its celebration of diverse cultures. Willmar is filled with possibilities for art that tells a story of evolution and progress. Through intentional planning, the city desires to enhance its aesthetics, highlight community gatherings, amplify perspectives, and strengthen its identity. As a regional hub, Willmar's arts and culture activities attract residents and visitors that support the economy.





CHAPTER FOUR: ARTS + CULTURE

PLANNING NEEDS

ACCESSIBILITY

Priorities:

- Emphasize traditions to bolster a more welcoming community for all.
- Offer diverse arts and culture learning opportunities to highlight Willmar's global society, ensuring that people of all ages and backgrounds can engage with and benefit from these experiences.

ADVOCACY

Priorities:

- Identify and partner with the creative silos within our community and connect them to resources and support, for a more collaborative and interconnected creative environment.
- Strengthen creative resources to increase participation in arts and culture, ensuring that artists and cultural organizations have the support they need to thrive.

COMMUNITY

Priorities:

- Identify, develop, and promote Creative Overlay Districts that serve as hubs of artistic and cultural activity, drawing residents and visitors alike.
- Design the use of public facilities and provide affordable spaces for creative work, ensuring that artists and cultural organizations have the physical resources they need to succeed.

INVESTMENT

Priorities:

- Establish clear goals and objectives for the fund. Identify the types of projects and initiatives to be supported, such as public art installations, cultural events, educational programs, and more. Implement measurable outcomes to track the impact of the fund.
- Stimulate the local economy by attracting tourists, businesses, and residents. Cultural events and institutions create jobs, generate revenue, and stimulate economic activity in related sectors such as hospitality and retail.



CHAPTER FOUR:

ARTS + CULTURE

GUIDING PRINCIPLE

HOW ARTS + CULTURE CAN SUPPORT

Sustainability

Arts and Culture based initiatives can engage communities to identify and find solutions to local, national, and worldwide problems.

Inclusivity

Arts and Culture can serve as a bridge to connect our diverse cultures and promote events.

Innovation

Arts and Culture provide unique perspectives and innovation for community problem solving.

Resilience:

By sharing, integrating, and strengthening our local cultures, our city can continue to develop its diverse identity and remain welcoming and strong in times of change.

STRATEGIES



Public Art Standards: Establish guidelines to promote and support a wide range of public art and creative placemaking projects across Willmar.

- **Timeline:** Short-Term
- **Complexity:**
- **Benefit:**
 - Supports placemaking and community aesthetics.
 - Develop community identity.
 - Supports local artists.
- **Partners:** City of Willmar, Willmar Area Arts Council, Southwest Minnesota Arts Council, Willmar Education and Arts Center
- **Measure of Success:**
 - Adoption of public art standards
 - Community reception
 - Number of public art projects.



STRATEGIES

Activate Underutilized Spaces: Utilize underused spaces for arts and cultural activities.

- **Timeline:** On-going
- **Complexity:** ●●○
- **Benefit:**
 - Supports placemaking and revitalization.
 - Encourages low-cost, productive use of available spaces.
- **Partners:** City of Willmar, Arts and Culture non-profits, Developers, Stakeholders
- **Measure of Success:**
 - Number of events, demonstration projects, or redevelopment initiatives
 - Community reception



STRATEGIES



Artist in Residence Program: Establish a Residency Program to enhance the aesthetics of public spaces, creating a sense of place and identity.

- **Timeline:** Medium-Term
- **Complexity:**
- **Benefit:**
 - Supports local artists
 - Promotes art and cultural activities
- **Partners:** City of Willmar, Willmar Area Arts Council, Southwest Minnesota Arts Council, Willmar Education and Arts Center, Ridgewater College
- **Measure of Success:**
 - Establishment of program.
 - Increase in Public Art Installations and events



STRATEGIES



Streetscape Design: Develop and implement streetscaping guidelines.

- **Timeline:** Medium-Term
- **Complexity:**
- **Benefit:**
 - Supports placemaking and revitalization.
 - Supports innovative approaches to stormwater management.
- **Partners:** City of Willmar, Developers, Business Owners, Residents
- **Measure of Success:**
 - Incorporation of streetscaping guidelines into zoning ordinance, corridor studies, or downtown study.
 - Completion of street- scaping demonstration projects.



Arts + Culture

Supporting Elements	Recommendation	Timeline	Complexity	Benefit	Partners	Measure of Success	W	I	T	H
 	Public Art Standards: Establish guidelines to promote and support a wide range of public art and creative placemaking projects across Willmar.	Short-Term		- Supports placemaking and community aesthetics. - Develop community identity. - Supports local artists.	- City of Willmar - Willmar Area Arts Council - Southwest Minnesota Arts Council - Willmar Education and Arts Center	- Adoption of public art standards - Community reception - Number of public art projects.				
 	Wayfinding & Gateway Signage: Install gateway signage within highway entry corridors.	Medium-Term Long-Term		- Supports placemaking and community aesthetics. - Develop community identity. - Enhances wayfinding	- Arts and Culture non-profits - Willmar Area Art Council - City of Willmar	- Installation of gateway signage - Community reception				
  	Activate Underutilized Spaces: Utilize underused spaces for arts and cultural activities.	On-going		- Supports placemaking and revitalization. - Encourages low-cost, productive use of available spaces.	- City of Willmar - Arts and Culture non-profits - Developers - Stakeholders	- Number of events, demonstration projects, or redevelopment initiatives - Community reception				
 	Artist in Residence Program: Establish a Residency Program to enhance the aesthetics of public spaces, creating a sense of place and identity	Medium-Term		- Supports local artists - Promotes art and cultural activities	- City of Willmar - Willmar Area Arts Council - Southwest Minnesota Arts Council - Willmar Education and Arts Center - Ridgewater College	- Establishment of program. - Increase in Public Art Installations and events				

Arts + Culture

Supporting Elements	Recommendation	Timeline	Complexity	Benefit	Partners	Measure of Success	W	I	T	H
 	Streetscape Design: Develop and implement streetscaping guidelines.	Medium-Term		• Supports placemaking and revitalization. • Supports innovative approaches to stormwater management.	• City of Willmar • Developers • Business Owners • Residents	• Incorporation of streetscaping guidelines into zoning ordinance, corridor studies, or downtown study. • Completion of street-scaping demonstration projects.		 		
 	City Art: Develop both an inventory and acquisition plan to properly manage publicly owned art assets such as paintings, sculptures, photographs, etc.	On-going		• Manage maintenance plans for publicly owned art • Grow the inventory of publicly owned artifacts that reflect Willmar's history and culture.	• Arts and Culture non-profits • Willmar Area Art Council • City of Willmar	• Increased Inventory of publicly owned art • Designated funding to source and maintain assets		 		

WITH WILLMAR

COMPREHENSIVE PLAN

	DATE	EVENT
✓	3/18	Draft Document Released; Public Comment Period Opened
✓	3/24	First Joint Work Session
✓	4/11	Public Comment Period Closes
✓	5/1	Second Joint Work Session starting at 5 PM
	5/19	Briefing and Call for Public Hearing at City Council
	5/21	Planning Commission (Recommendation to Adopt)
	6/16	Consideration to Adopt by City Council



DISCUSSION



City of Willmar
333 6th Street SW Willmar, MN 56201

Zoning Administration

Plan NO.: PREV-2025-0001

Plan Type: Plan Review

Work Classification: Plan Review

Plan Status: Submitted - Online

Apply Date: 05/05/2025

Expiration:

Location Address

Parcel Number

602 1st St S, Willmar, MN 56201

95-006-1460

Contacts

Ross Marcus

Property Owner

(320)222-6616

Taylor Marcus

Applicant

2580 Highway 12 East, Willmar, MN 56201

(320)894-7172

taylor@marcusconstruction.com

Jim Bach

Applicant

(320)222-6616

Description: Plan review for potential placement of ~1,500 SF fast food establishment with pick up window.

Valuation: \$0.00

Total Sq Feet: 0.00

Fees	Amount
Plan Review Application	\$150.00
Total:	\$150.00

Payments	Amt Paid
Total Fees	\$150.00
Credit Card	\$150.00
Amount Due:	\$0.00

Condition Name

Description

Comments

Notes and Conditions of Approval:

Note all comments on plans. Call for all required inspections, including final inspections, in the order listed on card.

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES.

Construction must not begin prior to issuance of permit or approval of Building Official.

DO NOT EXCAVATE until you have contacted Gopher State One-Call for utility locates: 800-252-1166 or 811

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 1 YEAR, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS COMMENCED.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Issued By: Christopher Frank

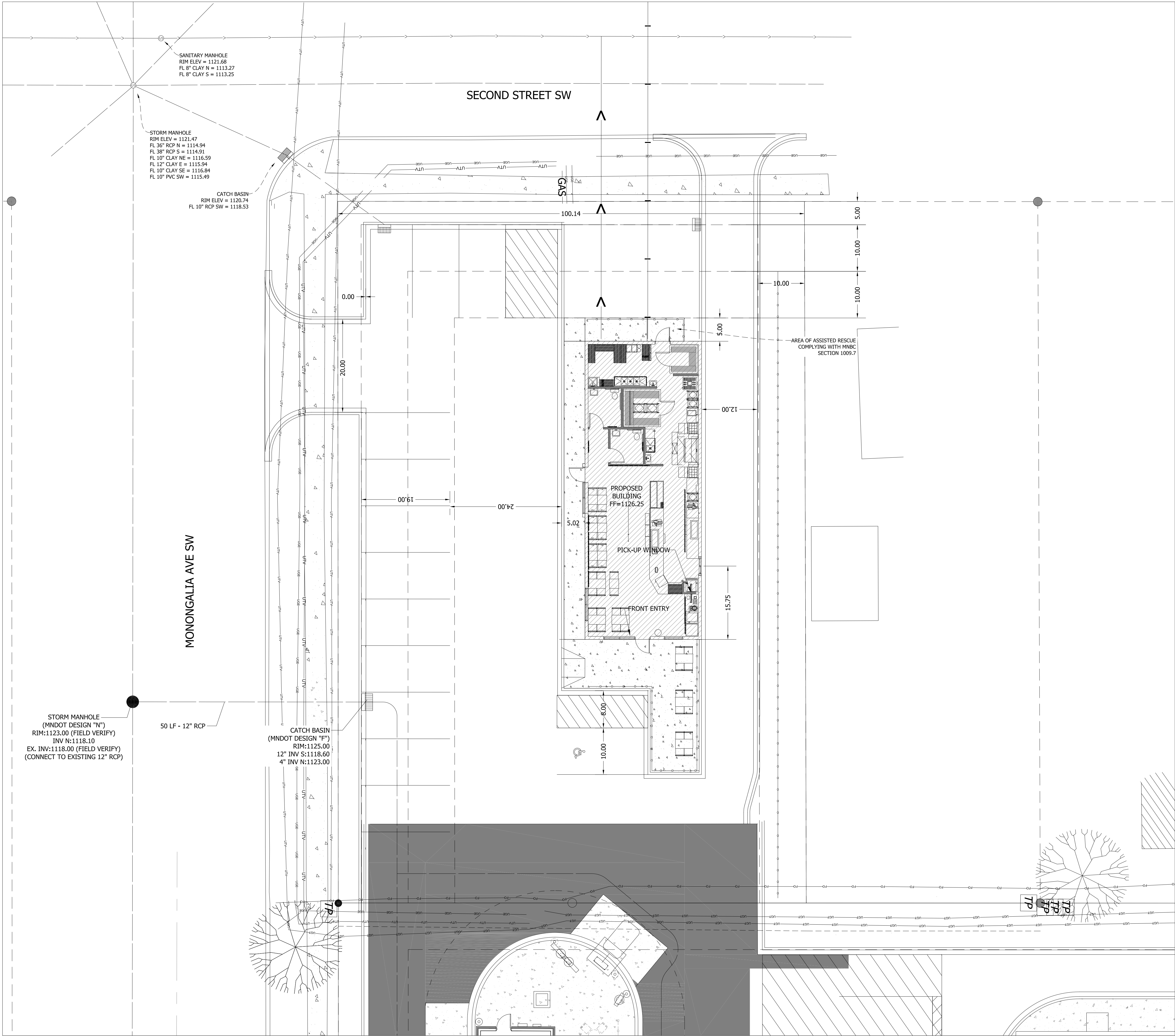
May 05, 2025

Date

Planning Commission Chairperson (as needed)

Date

May 07, 2025



PRELIMINARY FOR REVIEW ONLY - DC

FAST FOOD RESTAURANT WILLMAR, MINNESOTA

Design & Estimating
Level: v1
Version: BAH
Designer: BAH
Date: 2025-05-05

This sheet may be a reduced copy. The height of this color block is 2" tall on a full sheet. Drawing scales apply to the full size sheets only

City of Willmar
2026 Proposed Capital Improvement Program

Pg. #	Item Number	CIP Projects	Budget	Cash	Bond	Sale Tax Bonds	WWTP Fund	Federal/State Aid
2	1	Airfield Drainage Improvements	Airport	\$ 12,500				\$ 487,500
11	2	Elevator	City Hall	\$ 160,000				
12	3	Fire Alarm Panel System	City Hall	\$ 25,000				
31	4	Civic Center Roof Replacement - Blue Line Arena	Civic Center	\$ 280,000				
32	5	Storage Shed	Civic Center	\$ 55,000				
41	6	Zero Depth Pool Slide Replacement	Dorothy Olson Aquatic Center	\$ 22,000				
44	7	Pool Filters (2 Year Plan)	Dorothy Olson Aquatic Center	\$ 60,000				
99	8	1st Street Bridge - Maintenance	Engineering	\$ 150,000				
		Street Improvement Program	Engineering					
		Reconstruction - 4th Street SW and 16th Street SW	Engineering		\$ 5,535,700	\$ 84,200	\$ 1,650,200	
		Crack and Sealcoat	Engineering	\$ 245,100				
20	9	Fire Fighter Pagers	Fire	\$ 21,000				
21	10	Wildland Firefighting Gear	Fire	\$ 47,000				
22	11	Body Armor	Fire	\$ 4,500				
23	12	Fire Nozzle Replacement	Fire	\$ 7,000				
51	13	Master Park Plan	Parks and Recreation	\$ 90,000				
52	14	Protective Netting - Civic Center Complex	Parks and Recreation	\$ 184,450				
53	15	Swansson Field - Fence	Parks and Recreation	\$ 50,000				
54	16	Swansson Field - Lights (Green) (3 Year Plan)	Parks and Recreation	\$ 110,000				
74	17	Walking & Bike Paths (DNR Grant) (3 Year Plan)	Parks and Recreation	\$ 50,000				
80	18	Indoor Cold Storage	Police	\$ 150,000				
82	19	Roof Replacement - Shop 1	Public Works	\$ 370,000				
83	20	Traffic Signal Replacement	Public Works	\$ 110,000				
85	21	Building Repair	Public Works	\$ 55,000				
103	22	Stormwater Drainage Improvements - High Ave and Lakeland Drive	Stormwater			\$ 80,000		
104	23	Stormwater Drainage Improvements - Gorton Ave and Ella Ave	Stormwater			\$ 20,000		
114	24	Iverson Park LS; Design, Construction and CRS	Wastewater				\$ 1,500,000	
115	25	Industrial BNR; Design, Construction and CRS	Wastewater				\$ 1,000,000	
116	26	SCADA Server and PLC Upgrade	Wastewater				\$ 250,000	
117	27	Eagle Lake Panel Upgrades	Wastewater				\$ 400,000	
		Sub-Total		\$ 2,258,550	\$ 5,535,700	\$ 984,200	\$ 5,900,200	\$ 487,500
125		Vehicles	Department	Cash	Bond	Sale Tax Bonds	WWTP Fund	Federal/State Aid
127	28	2006 Ford F-150	Fire	\$ 65,000				
125	29	2002 Spartan Chassis (Multi Year Plan)	Fire	\$ 375,000				
151	30	2015 Bobcat Tool Cat	Parks and Recreation	\$ 55,000				
147	31	2012 Ford- F250	Parks and Recreation	\$ 53,000				
141	32	Squad #10	Police	\$ 63,000				
145	33	Squad #18	Police	\$ 63,000				
125	34	Squad #20	Police	\$ 63,000				
143	35	Squad #28	Police	\$ 63,000				
149	36	1999 Ford El Dorado Command / SWAT Bus	Police	\$ 150,000				

131	37	2010 Ford F-350 with Dump Box	Public Works	\$ 100,000				
131	38	2010 Ford F-350 with Dump Box	Public Works	\$ 100,000				
139	39	2008 John Deere 624 Loader - Originally to be replaced in 2023	Public Works	\$ 250,000				
135	40	2013 International Plow Truck - Originally to be replaced in 2023	Public Works	\$ 290,000				
137	41	2019 Kubota ZD 1211 Zero Turn Mower - Originally to be replaced in 2023	Public Works	\$ 37,000				
129	42	2007 SNO- GO - Originally to be replaced in 2023	Public Works	\$ 245,000				
133	43	2013 Elgin Pelican Street	Public Works	\$ 275,000				
		Sub-Total		\$ 2,247,000	\$ -	\$ -	\$ -	\$ -
		Total		\$ 4,505,550	\$ 5,535,700	\$ 984,200	\$ 5,900,200	\$ 487,500

City of Willmar
2027 Proposed Capital Improvement Program

Pg. #	Item Number	Project	Budget	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
3	1	Runway 13/31 Reconstruction - Design	Airport	\$ 37,500				\$ 712,500
9	2	Roof-Gutter-Fascia	Auditorium	\$ 400,000				
13	3	1st Floor Bathroom Remodels	City Hall	\$ 50,000				
14	4	Electrical Panes	City Hall	\$ 20,000				
33	5	Blue Line Arena Door Replacement	Civic Center	\$ 25,000				
46	6	Pool Filters (2 Year Plan)	DOAC	\$ 60,000				
45	7	Additional / Repair Concrete	DOAC	\$ 20,000				
100	8	GIS Update	Engineering	\$ 150,000				
	9	Street Improvement Program	Engineering		\$ 11,200,000			
23	10	Fire Nozzle Replacement	Fire	\$ 7,000				
24	11	Thermal Imaging Camera	Fire	\$ 8,000				
25	12	Combi Rescue Tool / Cutter	Fire	\$ 18,000				
26	13	Turnout Gear Washer / Extractor	Fire	\$ 30,000				
55	14	Swansson Field - Lights (Green) (3 Year Plan)	Parks and Rec	\$ 110,000				
56	15	Swansson Field - Fence	Parks and Rec	\$ 50,000				
57	16	Playground Equipment	Parks and Rec	\$ 175,000				
58	17	Miller Tennis Courts Resurfacing	Parks and Rec	\$ 36,000				
59	18	Warming House - Garfield	Parks and Rec	\$ 30,000				
60	19	DNR - Outdoor Recreational Grant	Parks and Rec	\$ 100,000				
75	20	Walking & Bike Paths (DNR Grant) (3 Year Plan)	Parks and Rec	\$ 50,000				
86	21	Generator	Public Works	\$ 80,000				
87	22	Traffic Signal Replacement	Public Works	\$ 110,000				
89	23	Dirt Screener and Enclosure	Public Works	\$ 80,000				
105	24	Installing Stormceptor Structures - Pheasant Run and Ella Ave	Stormwater			\$ 75,000		
110	25	Removing Sediment and Cleaning Ditches / Ponds	Stormwater			\$ 100,000		
118	26	Plant HVAC Upgrade	Wastewater				\$ 300,000	
		Sub-Total		\$ 1,114,000	\$ 11,200,000	\$ 175,000	\$ 300,000	\$ 712,500
		Vehicles	Department	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
	27	2014 Ford F-150	Community Development	\$ 60,000				
	28	1997 Southwest Gulfstream Hazmat Trailer	Fire	\$ 30,000				
	29	2002 Spartan Chassis (Multi-Year Plan)	Fire	\$ 400,000				
	30	2007 Zamboni Ice Resurfacers	Parks and Recreation	\$ 200,000				
	31	2016 Ford F-150	Parks and Recreation	\$ 30,000				
	32	2011 Polaris Ranger	Police	\$ 20,000				
	33	2017 Ford Police Interceptor (Squad #9)	Police	\$ 66,000				
	34	2017 Ford Police Interceptor (Squad #27)	Police	\$ 66,000				
	35	2018 Ford Police Interceptor (Squad #19)	Police	\$ 66,000				

	36	2020 Ford Police Interceptor (Squad #2)	Police	\$ 66,000				
	37	2011 Dodge Ram 2500	Public Works	\$ 57,000				
	38	2011 Ford Explorer XLT	Public Works	\$ 50,000				
	39	2013 Ford F-150 4x2	Public Works	\$ 100,000				
	40	2014 Ford F-150 Mechanic Truck	Public Works	\$ 57,000				
	41	2014 Bobcat - S590 Skid Loader	Public Works	\$ 60,000				
	42	2015 International MaxxForce Plow Truck	Public Works	\$ 290,000				
	43	2016 Ford F-150 4x4	Public Works	\$ 57,000				
	44	2016 Bobcat - Toolcat	Public Works	\$ 65,000				
	45	2019 Kubota - ZD1211 Mower	Public Works	\$ 37,000				
	46	2023 Kubota - F2690 Mower	Public Works	\$ 37,000				
	47	2023 Kubota - F2690 Mower	Public Works	\$ 37,000				
	48	2016 Ford F-250 - Biosolids	Wastewater				\$ 70,000	
	49	2016 NUHN Honeywagon – 6000 gallons Tanker	Wastewater				\$ 120,000	
	50	2017 Air Conveyance Trailer	Wastewater				\$ 185,000	
		Sub-Total		\$ 1,851,000	\$ -	\$ -	\$ 375,000	\$ -
		Total		\$ 2,965,000	\$ 11,200,000	\$ 175,000	\$ 675,000	\$ 712,500

City of Willmar
2028 Proposed Capital Improvement Program

Pg. #	Item Number	Project	Budget	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
4	1	Runway 13/31 Reconstruction - Construction	Airport	\$ 236,300				\$ 4,489,700.00
5	2	Turf Runway 3/21 Rehabilitation - Design & Construction	Airport	\$ 60,000				
15	3	Roof Repair	City Hall	\$ 50,000				
34	4	Blue Line Arena Door Replacement	Civic Center	\$ 25,000				
35	5	Cardinal Arena Lighting	Civic Center	\$ 120,000				
36	6	Portage Stage	Civic Center	\$ 25,000				
47	7	Additional / Repair Concrete	DOAC	\$ 20,000				
48	8	Pool Filters (2 Year Plan)	DOAC	\$ 60,000				
	9	Street Improvement Program	Engineering		\$ 11,500,000.00			
27	10	SCBA Decontamination Washer	Fire	\$ 40,000				
23	11	Fire Nozzle Replacement	Fire	\$ 7,000				
22	12	Body Armor	Fire	\$ 6,000				
61	13	Swansson Field - Lights (Green) (3 Year Plan)	Parks and Rec	\$ 110,000				
62	14	Swansson Field - Fence	Parks and Rec	\$ 50,000				
64	15	DNR - Outdoor Recreational Grant	Parks and Rec	\$ 100,000				
76	16	Walking & Bike Paths (DNR) (3 Year Plan)	Parks and Rec	\$ 50,000				
63	17	Playground Equipment	Parks and Rec	\$ 180,000				
92	18	Window Replacement - Public Works Garage	Public Works	\$ 300,000				
90	19	Traffic Signal Replacement	Public Works	\$ 110,000				
111	20	Updating the Stormwater Collection in Vos Park	Stormwater			\$ 500,000.00		
119	21	Welshire LS Design, Construction, CRS	Wastewater				\$ 1,500,000	
120	22	Town Generator and Warm Storage Roof Replacement	Wastewater				\$ 130,000	
121	23	Swansson Field LS Upgrade	Wastewater				\$ 40,000	
122	24	HVAC Upgrade JOT's 1 and 2	Wastewater				\$ 140,000	
		Sub-Total		\$ 2,731,000	\$ 11,500,000.00	\$ 500,000.00	\$ 1,810,000	\$ 4,489,700.00
		Vehicles	Department	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
	25	2016 Ford F-150	Community Development	\$ 60,000				
	26	2002 Spartan Chassis (Multi-Year Plan)	Fire	\$ 425,000				
	27	2006 Spartan Pumper / Tanker (Multi-Year Plan)	Fire	\$ 400,000				
	28	2018 Polaris Ranger	Fire	\$ 25,000				
	29	2000 Toro, Workman Model 3200	Parks and Recreation	\$ 50,000				
	30	2010 Chevrolet Impala (Squad #13)	Police	\$ 69,000				
	31	2012 Aluma Trailer (Squad #34)	Police	\$ 15,000				
	32	2013 Ford Police Explorer (Squad #11)	Police	\$ 69,000				
	33	2019 Ford Police Interceptor (Squad #15)	Police	\$ 69,000				
	34	2020 Ford Police Interceptor (Squad #7)	Police	\$ 69,000				
	35	2022 Ford Police Interceptor (Squad #4)	Police	\$ 69,000				
	36	2011 John Deere - 524K - Loader	Public Works	\$ 250,000				

	37	2012 Ford F-350	Public Works	\$ 100,000				
	38	2015 International MaxxForce Plow Truck	Public Works	\$ 290,000				
	39	2016 Ford F-350	Public Works	\$ 100,000				
	40	2016 Ford F-350	Public Works	\$ 100,000				
	41	2018 Chevrolet Silverado 1500	Public Works	\$ 57,000				
	42	2018 Chevrolet Silverado 1500	Public Works	\$ 57,000				
	43	2018 Chevrolet Silverado 1500	Public Works	\$ 57,000				
	44	2021 Kubota - F2690 Mower	Wastewater				\$ 37,000	
		Sub-Total		\$ 2,331,000	\$ -	\$ -	\$ 37,000	\$ -
		Total		\$ 5,062,000	\$ 11,500,000.00	\$ 500,000.00	\$ 1,847,000.00	\$ 4,489,700.00

City of Willmar
2029 Proposed Capital Improvement Program

Page Number	Item Number	Project	Budget	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
6	1	Taxiway A Reconstruction & Lighting System Replacement - Design	Airport	\$ 22,300				\$ 423,700
16	2	HVAC System	City Hall	\$ 150,000				
37	3	Civic Center Roof Replacement - Cardinal Arena (2 Year Plan)	Civic Center	\$ 125,000				
49	4	Pool Filters (2 Year Plan)	DOAC	\$ 60,000				
101	5	Plan Record Scanning	Engineering	\$ 12,000				
23	6	Fire Nozzle Replacement	Fire	\$ 7,000				
24	7	Thermal Imaging Camera	Fire	\$ 8,000				
28	8	Training / Burn Facility	Fire	\$ 1,000,000				
65	9	Swansson Field - Fence	Parks and Rec	\$ 50,000				
66	10	Swansson Field - Lights (Blue) (3 Year Plan)	Parks and Rec	\$ 110,000				
67	11	Playground Equipment	Parks and Rec	\$ 180,000				
68	12	DNR - Outdoor Recreational Grant	Parks and Rec	\$ 100,000				
77	13	Walking & Bike Paths (DNR)	Parks and Rec	\$ 50,000				
93	14	Fuel Tank & System	Public Works	\$ 100,000				
94	15	Traffic Signal Replacement	Public Works	\$ 110,000				
123	16	UV Replacement	Wastewater				\$ 400,000	
		Sub-Total		\$ 2,084,300	\$ -	\$ -	\$ 400,000	\$ 423,700
		Vehicles	Department	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
	17	2006 Spartan Pumper / Tanker (Multi-Year Plan)	Fire	\$ 400,000				
	18	2021 Kubota Mower	Parks and Recreation	\$ 30,000				
	19	2014 Radar Trailer "Stalker Sam" (Squad #31)	Police	\$ 20,000				
	20	2020 Ford Police Interceptor (Squad #24)	Police	\$ 72,000				
	21	2021 Ford Police Interceptor (Squad #29)	Police	\$ 72,000				
	22	2021 Chevrolet Tahoe (Squad #8)	Police	\$ 72,000				
	23	2023 Chevrolet Tahoe (Squad #5)	Police	\$ 72,000				
	24	2006 Ingersoll Rand 250 Air Compressor	Public Works	\$ 80,000				
	25	2010 MT – MT6 – Trackless w/ Attachments	Public Works	\$ 100,000				
	26	2012 F-350	Public Works	\$ 100,000				
	27	2016 International – 7400	Public Works	\$ 290,000				
	28	2019 John Deere - 8345R	Wastewater				\$ 150,000	
		Sub-Total		\$ 1,308,000	\$ -	\$ -	\$ 150,000	\$ -
		Total		\$ 3,392,300	\$ -	\$ -	\$ 550,000	\$ 423,700

City of Willmar
2030 Proposed Capital Improvement Program

Pg. #	Item Number	Project	Budget	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
7	1	Taxiway A Reconstruction & Lighting System Replacement - Construction	Airport	\$ 145,200				\$ 2,758,800
38	2	Civic Center Roof Replacement - Cardinal Arena (2 Year Plan)	Civic Center	\$ 125,000				
39	3	Locker Room Addition	Civic Center	\$ 2,000,000				
22	4	Body Armor	Fire	\$ 7,500				
23	5	Fire Nozzle Replacement	Fire	\$ 7,000				
29	6	Fire Station # 2	Fire	\$ 3,500,000				
69	7	Swansson Field - Fence	Parks and Recreation	\$ 50,000				
70	8	Swansson Field - Lights (Blue) (3 Year Plan)	Parks and Recreation	\$ 110,000				
71	9	Playground Equipment	Parks and Recreation	\$ 180,000				
78	10	Walking & Bike Paths (DNR)	Parks and Recreation	\$ 50,000				
72	11	Shade Canopies - Splash Pad	Parks and Recreation	\$ 30,000				
96	12	Traffic Signal Replacement	Public Works	\$ 110,000				
112	13	Removing Sediment and Cleaning Ditches / Ponds	Stormwater			\$ 100,000		
		Sub-Total		\$ 6,314,700	\$ -	\$ 100,000	\$ -	\$ 2,758,800
		Vehicles	Department	Cash	Bond	Sales Tax Bonds	WWTP Fund	Federal/State Aid
	14	2006 Spartan Pumper / Tanker (Multi-Year Plan)	Fire	\$ 400,000				
	15	2020 Chevrolet Tahoe	Fire	\$ 75,000				
	16	2022 Kubota Mower	Parks and Recreation	\$ 35,000				
	17	2020 Ford Police Interceptor (Squad #6)	Police	\$ 75,000				
	18	2021 Ford Police Interceptor (Squad #1)	Police	\$ 75,000				
	19	2022 Ford Police Interceptor (Squad #23)	Police	\$ 75,000				
	20	2022 Ford Police Interceptor (Squad #37)	Police	\$ 75,000				
	21	2022 Ford Police Interceptor (Squad #38)	Police	\$ 75,000				
	22	2015 International Bucket Truck	Public Works	\$ 100,000				
	23	2018 International MaxxForce Dump Truck	Public Works	\$ 290,000				
	24	2019 Kubota - ZD1211 Mower	Public Works	\$ 40,000				
	25	2020 Chevrolet Silverado 1500	Public Works	\$ 60,000				
	26	2014 Kubota RTV 500	Wastewater				\$ 17,000	
		Sub-Total		\$ 1,375,000	\$ -	\$ -	\$ 17,000	\$ -
		Total		\$ 7,689,700	\$ -	\$ 100,000	\$ 17,000	\$ 2,758,800



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Leslie Valiant, City Administrator
Item:	Approve the hiring agreement for the Police Chief		

RECOMMENDED ACTION:

To approve the hiring agreement with Michael Holme for the Police Chief position.

OVERVIEW:

Council unanimously approved on its May 5, 2025, meeting City Administrator Valiant's recommendation to select Michael Holme as Willmar's Police Chief. This approval authorized the City Administrator to send a formal hiring offer to the candidate, subject to final approval by the City Council. The City Administrator's recommendation is to hire Michael Holme at an annual salary of \$132,704 in accordance with the City of Willmar Base Pay Schedule (BPS) effective May 5, 2025.

BUDGETARY/FISCAL ISSUES:

Police Chief Salary Range

Grade OP, Steps 1 -12: \$114,483.20 - \$154,273.60

Recommendation

Grade OP, Step 6: \$132,704 (Annually)

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.F.
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:	Local Road Improvement Program Funding Agreement		

RECOMMENDED ACTION:

Adopt the resolution authorizing the City to enter into an agreement with the Commissioner of Transportation for the Local Road Improvement Program (LRIP) Grant and agreeing to the terms and conditions of the grant agreement. The grant is in the amount of \$1,500,000 and the LRIP Agreement Number is 1059692.

OVERVIEW:

As part of the Local Road Improvement Program (LRIP) funding agreement for the Business Highway 71 Improvement Project, the enclosed resolution agreeing to the terms and conditions of the grant must be adopted. After the resolution is adopted, the State will compile a PDF of the final agreement and distribute to the City for signatures.

BUDGETARY/FISCAL ISSUES:

The LRIP grant will fund \$1,500,000 of the total \$2,000,180.35 construction cost of the Business Highway 71 improvements. The City's contribution will be an estimated \$500,180.35.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution- Local Road Improvement Program Grant Agreement
2. LRIP Agreement Document

Resolution No. _____

**A RESOLUTUION APPROVING THE LOCAL ROAD IMPROVEMENT GRANT AGREEMENT.
SAP 175-150-024
MNDOT AGREEMENT NO. 1059692**

Motion By: _____ Second By: _____

WHEREAS, the **City of Willmar** has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$1,500,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 19th day of May, 2025.

Mayor

Attest:

City Clerk

**STATE OF MINNESOTA
LOCAL ROAD IMPROVEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City of Willmar
333 6th Street SW
Willmar, MN 56201

Contact: Justin DeLeeuw, City Public Works Director

RECITALS

1. Minnesota Statute § 174.52 authorizes the State to enter into this agreement.
2. General Funds were appropriated for trunk highway and local road projects in Minnesota Laws 2023, Chapter 68- H.F. 2887, Chapter 71- H.F. 670, and Chapter 72- H.F. 669.
3. Grantee has been awarded Local Road Improvement (LRIP) Program funds under Minn. Stat. § 174.52.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2029**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.52. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$1,500,000.00**.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Justin DeLeeuw
Public Works Director
333 6th Street SW
Willmar, MN 56201
Office: 320-214-5171
jdeleeuw@willmarmn.gov

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

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

13.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or

material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

16 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and

the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors , (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP General Fund Grant	\$1,500,000.00	General Fund Grant	
SAAS Acct 378			
Funds:			
Other:		Roadway, curb & gutter	\$1,500,000.00
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$1,500,000.00	Subtotal	\$1,500,000.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LRIP General Fund	
Local Match	\$500,180.35	Grant Funds:	
		Roadway, curb & gutter,	\$500,180.35
		sanitary casting adjustments	
Other:			\$
	\$		\$
	\$		
Subtotal	\$500,180.35	Subtotal	\$500,180.35
TOTAL FUNDS	\$2,000,180.35	TOTAL PROJECT COSTS	\$2,000,180.35

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	Local Road Improvement Program: 2023 Solicitation Application
Submission Time:	December 7, 2023 3:13 pm
Browser:	Chrome 119.0.0.0 / Windows
IP Address:	151.111.34.233
Unique ID:	1172026446
Location:	45.1386, -95.0525

Local Road Improvement Program: 2023 Solicitation Application

A: Applicant Information

Name	Justin DeLeeuw
Phone	(320) 220-3309
Email	jdeleeuw@willmarmn.gov
Agency type	State Aid City
Agency name	City of Willmar
Address	333 6th St SW Willmar, MN 56201
As a grant applicant, are you representing a non-state aid city or township? If yes, it is required to have a county sponsor.	No, I am not a non-state city or township

B: Project Location

MnDOT District	District 8
County	Kandiyohi
City	Willmar
Township (only enter if application is for work on township road)	NA
Name/Designation of Road	US Business 71
Type of Road	Municipal State Aid Street (MSAS)
Functional Classification of Road	Principal Arterial - Other
Average Daily Traffic (ADT) Count	13600
Year of ADT Data Collection	2018
Road Authority Type (agency who owns and has jurisdiction of the road)	State Aid City
Road Authority Name	City of Willmar

Project Termini - From	The intersection of 10th ST NE and Business 71
Project Termini - To	The intersection of 26th Ave NE and Business 71
Beginning Point - Latitude	45.14011
Beginning Point - Longitude	-95.02316
General Environment (the general environment that represents the majority of the project)	Urban

C: Project Description

Type of Project	Rehabilitation
Select the LRIP Account requested for funding	Routes of Regional Significance

Provide a description of the proposed project. This should include a description of operational and general safety benefits of the project and a description of the expected useful life of improvements. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under the Rural Road Safety Account considerations and eligibility section.

The City of Willmar is requesting \$1.5 million in LRIP funds to support the construction of the Business 71 Improvement Project. Business 71 is a principal arterial roadway that was originally owned by MnDOT as part of the Trunk Highway system. However, after the completion of the Willmar Bypass project in the 80's, the roadway was turned over to the city, who now owns and maintains the road. It runs north-south bisecting the City of Willmar connecting many business parks in the city.

Carrying over 13,000 vehicles and 500 trucks daily, Business 71 is a regionally significant road that connects Willmar to the Trunk Highway system and the rest of the region. Despite the importance of this route, the condition of the roadway is in unacceptable condition. Deteriorating pavement increases safety risk and wear and tear on vehicles. The route demands frequent maintenance and has reached the point where a mill and overlay of the roadway would make better use of the city's limited resources than performing frequent pavement maintenance.

Business 71 is also an important route in the City's non-motorized transportation system. The west side of the project area is bounded by Willmar Lake. A multiuse trail runs along Business 71 connecting the project area to opportunities for outdoor recreation at the Robbins Island Regional Park. However, access to recreation is limited by insufficient crossing infrastructure.

The proposed Business 71 Improvement Project will rehabilitate approximately 1.5 miles of Business 71. The project will improve the state of repair of transportation infrastructure, allowing city maintenance efforts to be focused on other system needs. The proposed project will also make ADA accessibility crossing improvements at the Civic Center and Business 71 Intersection. These project improvements are expected to have a useful life of 50 years.

Provide a description of any transportation deficiencies the proposed project will eliminate. Pictures can be helpful in demonstrating transportation deficiencies. This should include a description of operational and general safety benefits of the project.

The transportation deficiencies that the Business 71 Improvement Project will resolve are the condition of the roadway and ADA accessibility issues. The segment of Business 71 from 10th St NE to 23rd St NE features pavement in deteriorating condition that has surpassed its useful life. Pavement condition is especially important on principal arterials. Poor pavement conditions can have impacts on economic development and roadway safety. The project will dramatically improve pavement condition in the area, thereby increasing safety and transportation efficiency. Accidents and vehicle damage are more likely to occur on poorly maintained roads. The proposed project will significantly improve the state of repair of the roadway. This allows city maintenance efforts to be redirected to other needs, thereby improving the condition of roads systemwide. Roads in a better state of repair can reduce wear and tear on vehicles, decrease fuel consumption, and reduce safety risk. The Intersection of Civic Center Drive and Business 71 is deficient in terms of ADA accessibility. Deficiencies at this intersection have been documented in Willmar's 2020 ADA Self-Evaluation and Transition Plan. An excerpt of the ADA transition plan can be found in the Attachment A and highlights the exact deficiencies at the Civic Center Drive and Business 71 Intersection. This intersection is a particularly important location to address ADA accessibility due to its proximity and connections to Robbins Island Regional Park. A picture of this intersection is included in the Attachment A. Identified ADA barriers at this intersection will be upgraded to serve Willmar's residents more equitably. Project improvements will ensure that access to community amenities is equitable enjoyed.

Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.

Yes - project will have a service life of 10 or more years

D: LRIP Account Considerations and Eligibility

D2: Routes of Regional Significance Account Considerations and Eligibility

For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

Provides capacity or congestion relief to a parallel trunk highway system or county road
Part of a 10-ton route network
Connect to regional tourist destination
Project limits provide a direct connection to the regional system, trunk highway, or a county road

Describe the number of persons and potential multiple local and tribal agencies that will be positively impacted by the project and how they will benefit.

Directly within the project area, the 14,000 vehicles and 500 trucks that use Business 71 daily will enjoy a safer road surface that allows for more efficient trips. Benefits will also be felt in the public sector. Decreased demand for maintenance will allow the city to focus road maintenance on other parts of the system.

Willmar is a diverse community with vulnerable populations that need accommodation. Willmar has a population of 21,000, of which 12.7% are disabled, 7.9% have no vehicle, and 15.3% are beneath the poverty line. These populations, due to cost or mobility, face additional barriers to transportation. The proposed project will better serve these communities by constructing to ADA standards and developing a more accessible non-motorized transportation system.

The regional significance of Business 71 means that benefits will extend beyond residents. The project will facilitate safer and more efficient access to attractions for guests. With Robbins Island Regional Park abutting the project area, project improvements will directly serve guests using both automobiles and active transportation.

With major employers and downtown businesses nearby, Business 71 plays a crucial role in connecting residents to employment opportunity. This can be demonstrated using [CensusOnTheMap.gov](https://censusonthemap.gov). 2,000 people work within .5 miles of the project area. Over 98% of these employees live outside of the .5-mile shed of the project area and travel into the area to work daily.

Describe the project contribution to the local, regional, state, or Tribal economy, and economic development or redevelopment efforts.

Business 71 plays a critical role in Willmar's economy. It acts as the primary access for many of the city's business districts. Moving over 500 trucks a day, Business 71 plays a critical role in the citywide movement of freight. Project improvements will ensure that local business is supported with a connection that is safe and minimizes wear and tear on vehicles. Business 71 connects to the MinnWest Technology campus, northwest of the project area. The MinnWest Campus is a unique district that caters to the needs of small business. The campus houses a wide variety of innovative businesses ranging from agribusiness to medical technology. The campus is a regional destination for employment, with over 30 businesses and 800 employees. Project improvements will support these businesses by providing an enhanced connection to the highway system. The MinnWest Campus will benefit from well-maintained infrastructure that encourages prospective tenants to choose Willmar.

The Business 71 Improvements project will support regional employment. Connecting to many business parks south of the project area, Business 71 plays a significant role in connecting where people live to areas of economic opportunity. Using Census OnTheMap.gov can illustrate the economic importance of this area. 18,500 people work in Willmar but live outside the city. While only 4,194 people leave Willmar for work daily. This indicates that Willmar is a regional destination for employment and Business 71 plays an indispensable role in supporting this economic activity.

Nearby recreation amenities attract regional tourists to the project area. Infrastructure investments in the project area not only support these guests but also improve the quality of life for residents. Providing accommodating infrastructure for tourists attracts more guests to support the local economy with spending. Improved access for tourists will have the added effect of supporting downtown Willmar's businesses and attractions.

E: Project Readiness and Ability to Maintain

Estimated Construction Year	2025
Are there railroad impacts (RR crossing or RR tracks within 600' of the project)?	No RR xings or tracks within 600'
What is the status of the engineering and design work on the project?	Design in progress
Engineering Design	Elements of the proposed project have completed construction documents and are ready for bidding. However, other segments are currently in the preliminary design phase. The proposed project is on track to, with LRIP funding, be constructed in 2025. A proposed project schedule can be referenced in the Attachment C.

Has this project been selected for federal funding?	No
Is Right of Way acquisition required?	No ROW
Describe the local agency's or Tribal agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion.	The City of Willmar has a well-equipped public works department that currently maintains all city-owned streets and utilities. Improvements to Business 71 will continue to be part of the overall network that the city maintains on a daily basis. The city is confident project improvements will be maintained in a good state of repair.

F: Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized, multi-modal, and/or transit users on this project and how they align with elements of Complete Streets. (Adoption of a Complete Streets policy is not required for grant eligibility).	In small cities that lack significant fixed route transit, elderly and disabled populations are a priority group to accommodate when planning pedestrian infrastructure improvements. The City of Willmar is committed to providing a transportation system that cultivates a healthy city that is walkable and bikeable, while also maximizing accessibility. The proposed project advances these goals by better connecting parks, trails, and open spaces with ADA-accessible pedestrian crossings. In 2020, the City of Willmar developed an ADA Self-Evaluation and Transition plan. The goal of this planning effort was to provide accessible pedestrian design features as part of the City's capital improvement projects. As part of this effort, the city updated their ADA design standards and conducted a comprehensive evaluation of inaccessible elements of the non-motorized transportation system. Because of its proximity to nearby parks and trails, the project area is a particularly important area to address ADA accessibility. Within the project area, the Civic Center Drive and Business 71 intersection features many accessibility barriers that the project will address. This area fails to meet compliance guidelines due to narrow sidewalks that cross Business 71 with insufficient ramps. The project will mitigate these barriers and ensure that residents have equitable access to nearby public amenities. See Attachment A for documentation of these deficiencies.
---	---

G: Estimated Project Construction Cost (only include construction costs)

LRIP Request	1500000
Local City Funds	888700
Total Project Cost	2388700
Are funds from all sources committed?	Yes

H. Attachments

At least one project location map with routes and project termini labeled	https://www.formstack.com/admin/download/file/15612795888
--	---

Engineer's Estimate/scoping level cost estimate with an itemized breakdown	https://www.formstack.com/admin/download/file/15612795889
---	---

Project schedule	https://www.formstack.com/admin/download/file/15612795890
-------------------------	---

For non-tribal applicants, local agency resolution approving project and pledging support to fund engineering, right of way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount.	https://www.formstack.com/admin/download/file/15612795891
---	---

Letters of concurrence or support. (If you have multiple letters, please merge them into one file and upload here).	https://www.formstack.com/admin/download/file/15612795892
--	---

Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:	Determined that no potential organization conflict of interest exists
---	---

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

Resolution No. _____
Local Road Improvement Program Grant Agreement
Grant Terms and Conditions
SAP 175-150-024
May 19, 2025

WHEREAS, the **City of Willmar** has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$1,500,000.00** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Willmar does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Dated this 19th of May, 2025

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	Yes	Prepared By:	Allie Paulsen, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Advertisement for Bids: Airport Runway 13/31 Lighting System Replacement		

RECOMMENDED ACTION:

Adopt the resolution approving plans and specifications and authorize advertisement for bids for Airport Runway 13/31 Lighting System Replacement.

OVERVIEW:

The replacement of the lighting system for Runway 13/31 to LED versions has been designed and is ready for bidding. Approval of the plans and specifications as prepared requires Council action at this time for authorization to advertise for bids. Pending Council approval, the bid opening date is scheduled for June 11th at 10:00 a.m.

BUDGETARY/FISCAL ISSUES:

Sources of funding for the project includes 95% grant funds from the FAA, 2.5% grant funds from MnDOT, and 2.5% local share.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Resolution - Approve Adv. For Bids Runway
2. Runway 13-31 Lighting Title Sheet

RESOLUTION NO. _____

**A RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING
PUBLICATION OF THE ADVERTISEMENT FOR BIDS FOR AIRPORT RUNWAY 13/31 LIGHTING
SYSTEM REPLACEMENT.**

Motion By: _____ Second By: _____

WHEREAS the City Engineer of the City of Willmar has presented to the City Council plans and specifications for Runway 13/31 Lighting System Replacement 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 19th day of May, 2025

Mayor

Attest:

City Clerk

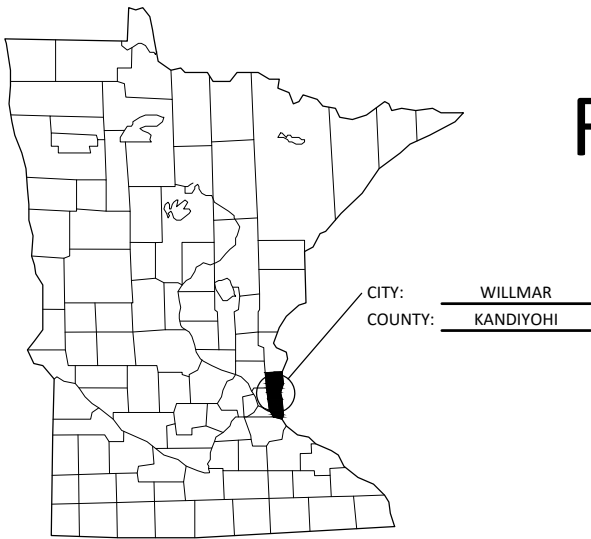
WILLMAR MUNICIPAL AIRPORT (25D)

CONSTRUCTION PLANS FOR

RUNWAY 13/31 LIGHTING SYSTEM REPLACEMENT

BMI NO: 24X.135915.000
FAA AIP NO. 3-27-0115-018-2025 / AIG 019-2025

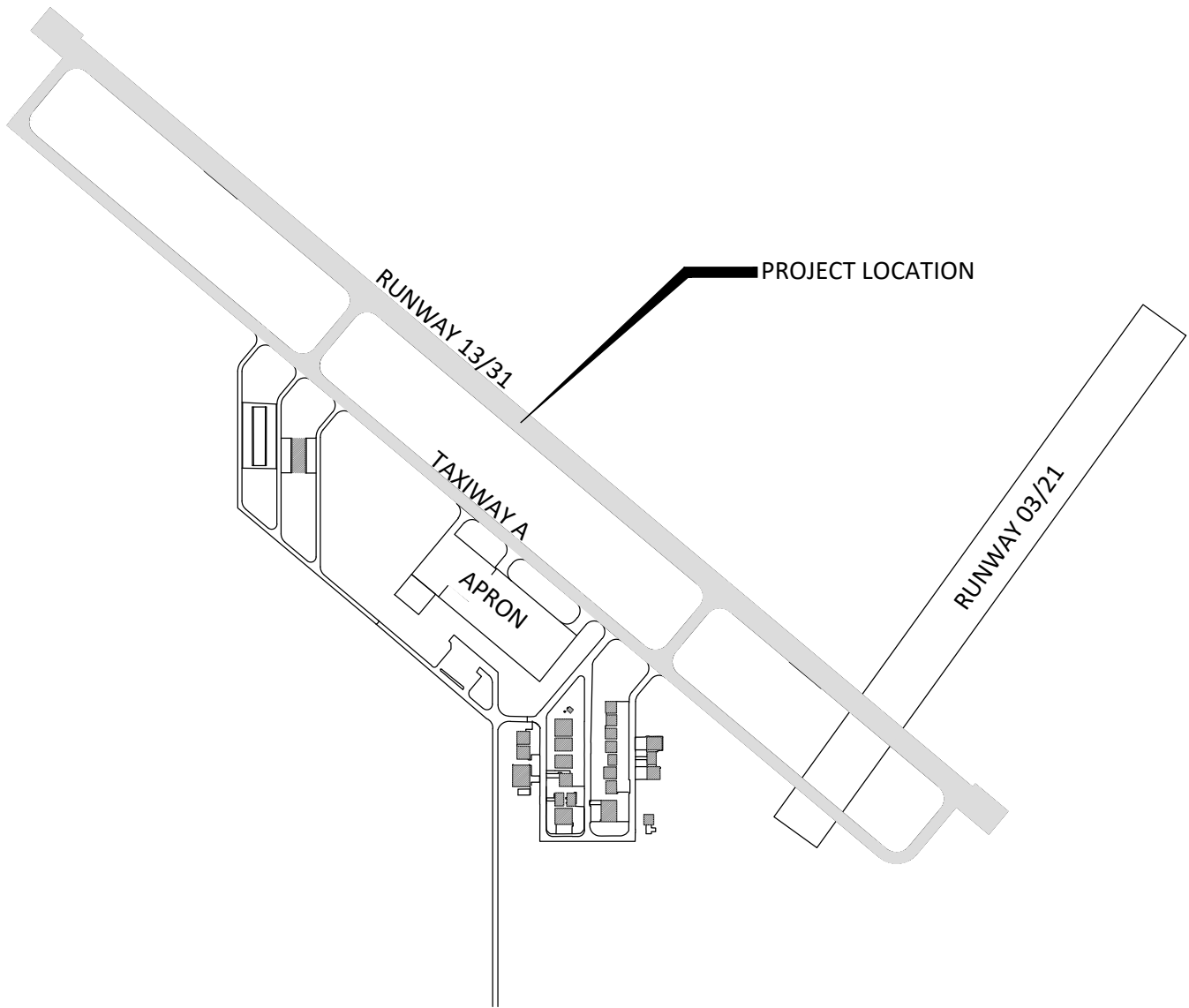
MAY, 2025



STATE/COUNTY MAP

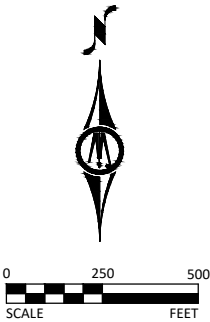
NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINE FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.02	TITLE SHEET, STATEMENT OF ESTIMATED QUANTITIES , ESTIMATED REFERENCE NOTES
G2.01	CONSTRUCTION SAFETY & PHASING PLAN
CIVIL	
C0.01 - C0.02	EXISTING CONDITIONS, REMOVALS PLAN
ELECTRICAL	
P.01 - P.05	LIGHTING PLAN
P.06	EXISTING ELECTRICAL VAULT PLANS & DETAILS
P.07 - P.08	ELECTRICAL DETAILS
P.09	PAPI DETAILS
P.10	WINDCONE & REIL DETAILS
P.11	SIGN DETAILS
P.12 - P.13	LIGHTING CONTROL SCHEMATICS
P.14	L-821 CONTROL PANEL
P.15	NEW L-854 INTERFACE PANEL LAYOUT
THIS PLAN SET CONTAINS <u>20</u> SHEETS.	

© Bolton & Menk, Inc. 2025, All Rights Reserved
Willmar-Minneapolis-CAD-24X.135915.000.dwg 5/12/2025 11:24:15 AM



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

Silas P. Parmar
SILAS P. PARMAR
LIC. NO. 48688 DATE 05/19/2025



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



DESIGNED	NO.	ISSUED FOR	DATE
JWH			
DRAWN			
JWH			
CHECKED			
SPP			
CLIENT PROJ. NO.			
24X.135915			

WILLMAR MUNICIPAL AIRPORT (BDH)
RUNWAY 13/31 LIGHTING REPLACEMENT
TITLE SHEET

SHEET
G0.01



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of State Temporary Liquor Permit-Willmar Lakes Rotary Club		

RECOMMENDED ACTION:

Approve the State Application and Permit for 1 Day to 4 Day Temporary On-Sale Liquor License on a Roll Call Vote

OVERVIEW:

The Willmar Lakes Rotary Club; a club organized under the laws of the State of Minnesota, has plans to purchase and sell alcohol during the Willmar Fests Inc. Beach Party event located at Robbins Island which will be held June 21, 2025. State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on City park property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

BUDGETARY/FISCAL ISSUES:

\$100 application fee per event

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.I.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of State Temporary Liquor Permits- Willmar Lakes Rotary Club		

RECOMMENDED ACTION:

Approve the State Application and Permit for 1 Day to 4 Day Temporary On-Sale Liquor Licenses on a Roll Call Vote

OVERVIEW:

The Willmar Lakes Rotary Club; a club organized under the laws of the State of Minnesota, has plans to purchase and sell alcohol during their “Rockin’ Robbins” Community Festivals located at Robbins Island which will be held July 15, July 22, July 29, and August 5, 2025. State Application and Permit for a 1-Day to 4-Day Temporary On-Sale Liquor License is required to distribute or consume alcohol on City park property. Municipal Code Section 3-173 states a temporary license shall only be issued to a club, charitable, religious, or other nonprofit organization that has been in existence for at least three (3) years.

City Council has approved these events since 2016, at the Robbins Island location.

BUDGETARY/FISCAL ISSUES:

\$100 application fee per event

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during the Community Festivals

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of a State 1 Day to 4 Day Temporary On-Sale Liquor License Permit—Intuition Brewing LLC		

RECOMMENDED ACTION:

Approve the State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License on a Roll Call Vote

OVERVIEW:

The Intuition Brewing LLC dba Intuition Brewing; has plans to sell alcohol during Willmar Fests Block Party on June 19, 2025. A State Application and Permit for a 1 Day to 4 Day Temporary On-Sale Liquor License is required to distribute or consume alcohol per State Statute 340A.404, Subdivision 10 (c), which states that the governing body of a municipality may issue to a brewer who manufactures fewer than 3,500 barrels of malt liquor in a year or a microdistillery a temporary license for the on-sale of intoxicating liquor in connection with a social event within the municipality sponsored by the brewer or microdistillery. The terms and conditions specified for temporary licenses under paragraph (a) shall apply to a license issued under this paragraph, except that the insurance requirements of section 340A.409 subdivisions 1 to 3a, shall apply to the license.

BUDGETARY/FISCAL ISSUES:

\$100 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during this event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.K.
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:	West Central Ducks Unlimited Lawful Gambling Application		

RECOMMENDED ACTION:

Approve West Central Ducks Unlimited Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. West Central Ducks Unlimited Lawful Gambling Application

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: <u>West Central Ducks Unlimited</u>	Previous Gambling Permit Number: <u>x-34044-24-028</u>
Minnesota Tax ID Number, if any: <u>13-5643799</u>	Federal Employer ID Number (FEIN), if any: _____
Mailing Address: <u>PO Box 752</u>	
City: <u>Willmar</u> State: <u>MN</u> Zip: <u>56201</u> County: <u>Kandiyohi</u>	
Name of Chief Executive Officer (CEO): <u>Travis Michelson</u>	
CEO Daytime Phone: <u>320-905-2959</u>	CEO Email: <u>michelsonsont@willmar.k12.mn.us</u> (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____	

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- ☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 240 23rd St SE Willmar, MN 56201

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

Date(s) of activity (for raffles, indicate the date of the drawing): Wednesday, August 13th 2025

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

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

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

LG220 Application for Exempt Permit

11/17
Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits	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 Clerk</u> Date: <u>5/15/25</u>	Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	
TOWNSHIP (If required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: [Signature] Date: 05-15-25
 (Signature must be CEO's signature; designee may not sign)

Print Name: Travis Michelson

REQUIREMENTS

Complete a separate application for:

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

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

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

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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:	May 19, 2025	Agenda Item Number:	5.L.
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, 5/1/2025 - 5/14/2025		

RECOMMENDED ACTION:

Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Vendor Payment History 5.1.25 - 5.14.25
2. EFT 590.591

Vendor Payment Listing

May 1, 2025 thru May 14, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104192	Aaron Reich	0502258715	74471	134.50	Hand Soap
104192	Aaron Reich	0509258846	74471	97.93	Valve Stem Tools
103696	ACE ROLLOFFS & DISPOSAL	201/04-25	74472	33.84	Extra service at Robbins Island
103696	ACE ROLLOFFS & DISPOSAL	241/05-25	74472	209.71	Wastewater garbage service
103696	ACE ROLLOFFS & DISPOSAL	240/05-25	74472	24.35	Wastewater garbage service
103696	ACE ROLLOFFS & DISPOSAL	239/05-25	74472	202.64	PW garage garbage service
103696	ACE ROLLOFFS & DISPOSAL	238/05-25	74472	129.48	City Hall garbage service
103696	ACE ROLLOFFS & DISPOSAL	213/05-25	74472	260.06	Section B Parks garbage service
103696	ACE ROLLOFFS & DISPOSAL	200/05-25	74472	846.00	Section A Parks garbage service
103696	ACE ROLLOFFS & DISPOSAL	237/05-25	74472	52.70	Garbage Service
103696	ACE ROLLOFFS & DISPOSAL	233/05-25	74472	49.68	Garbage
103557	AMAZON CAPITAL SERVICES	1MGM-PLXL-TQN6	74473	23.93	Retirement cards
103557	AMAZON CAPITAL SERVICES	1TCK-DYMN-6FNY	74473	103.96	Car Squeegees
103557	AMAZON CAPITAL SERVICES	1CQ1-QCYC-1K4Q	74473	19.98	Phone chargers
103557	AMAZON CAPITAL SERVICES	1CQ1-44QN-NCGP	74473	27.76	Flags
103557	AMAZON CAPITAL SERVICES	16H6-GHLJ-7XKW	74473	124.68	Hardware for lobby digital signage
103557	AMAZON CAPITAL SERVICES	1HDK-WVXX-NPFW	74473	116.94	General supplies
103557	AMAZON CAPITAL SERVICES	1GRJ-TXFH-L6CC	74473	167.97	Soccer Goal Sandbags
103557	AMAZON CAPITAL SERVICES	1TFL-KJFH-W6GR	74473	79.96	summer programs
103557	AMAZON CAPITAL SERVICES	13LP-JKMW-TYCM	74473	497.72	Youth Recreation Supplies
103557	AMAZON CAPITAL SERVICES	1V6C-KVQF-1F4G	74473	43.38	Wagon for youth rec supplies
103557	AMAZON CAPITAL SERVICES	1V9P-KVVFJ-L97H	74473	1,727.08	Spill containment containers
103557	AMAZON CAPITAL SERVICES	1KQV-RFYC-QXWY	74473	49.32	Tablecloths, banner, food boats, table clips
103557	AMAZON CAPITAL SERVICES	13CM-XY1V-QPMW	74473	448.70	Spill containment containers
103557	AMAZON CAPITAL SERVICES	11QQ-XTWD-WPR4	74473	25.18	Door hanger bags for Code violations
103557	AMAZON CAPITAL SERVICES	19WH-QQVM-44V7	74473	246.20	Pro thermal printer
103557	AMAZON CAPITAL SERVICES	17JF-PF3C-9XQR	74473	287.07	Plot paper for plotter
103557	AMAZON CAPITAL SERVICES	1DWQ-MMDX-37R6	74473	199.36	Lapel mic, push sign, camera sign, gimbal, externa
103557	AMAZON CAPITAL SERVICES	1DWQ-MMDX-4F74	74473	298.88	Door Hinge
103557	AMAZON CAPITAL SERVICES	1CCH-3RCV-3LH9	74473	26.99	Anemometer
100057	AMERICAN WELDING & GAS INC	0010836788	74474	83.69	Welding gas
100057	AMERICAN WELDING & GAS INC	0010768261	74474	84.85	Welding gas
100057	AMERICAN WELDING & GAS INC	0010836664	74474	40.13	Cylinder rent
102954	ANDERSON LAW OFFICES	2705	74475	23,285.14	Professional Services - Apr 2025
103845	ANDERSON/CALLA-SJEA	051225	74476	3,358.00	April Youth Vollyeball Camp registrations.
103946	ARVIG	STMT/04-25	74477	3,850.00	Leased fiber - May
103610	AUSTIN INCORPORATED	60468	74478	120.00	Septic Pumping - 1 Load
103610	AUSTIN INCORPORATED	56379	74478	120.00	Septic Pumping - 1 Load
103610	AUSTIN INCORPORATED	60641	74478	120.00	Septic Pumping - 1 Load
104080	B&F Fastener Supply	80017601-00	74479	164.74	Paint
104080	B&F Fastener Supply	80018579-00	74479	38.17	Plasma cutter repair
104080	B&F Fastener Supply	80018461-00	74479	5.50	Washers
104080	B&F Fastener Supply	80018872-00	74479	0.89	screws
104080	B&F Fastener Supply	80018870-00	74479	13.54	Batteries
100917	BAKER GRAPHICS INC	25793	74480	455.00	Community Growth Events
104298	Bennett Erickson	6424471	74481	169.95	Reimbursement for safety boots
100103	BERNICK'S PEPSI-COLA CO	171432	74482	170.10	Coffee
104299	BFirst Industrial	80018953-00	74483	5.74	Nuts/ Threadlock
101010	BOLTON & MENK INC	0361869	74484	24,750.00	Willmar/Runway 13/13 Lighting System
100030	BRYAN ROCK PRODUCTS INC	69068	74485	1,482.03	Agri-lime
102336	CANON FINANCIAL SERVICES INC	40517501	74486	140.23	291358-1
102336	CANON FINANCIAL SERVICES INC	40517503	74486	127.77	291358-2
102336	CANON FINANCIAL SERVICES INC	40518818	74486	134.15	291358-3
101259	CENTRAL COUNTIES COOPERATIVE	52166	74487	5,577.44	Diesel fuel
101259	CENTRAL COUNTIES COOPERATIVE	52165	74487	15,665.23	Unleaded fuel
101259	CENTRAL COUNTIES COOPERATIVE	53750	74487	1,411.48	2,4-D, Buccaneer & Sterling Blue chemical
100154	CHAMBERLAIN OIL CO	509978-00	74488	1,133.00	15w-40 Oil
100736	CHARTER COMMUNICATIONS	224360801050125	74489	552.94	May Phone/Rice Park Internet
103722	CIVICPLUS, LLC	334983	74490	7,924.77	FY25/FY26 ArchiveSocial renewal
104096	Clean Shop Program	520	74491	132.55	Paint disposal

Vendor Payment Listing

May 1, 2025 thru May 14, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103677	COORDINATED BUSINESS SYSTEMS	39130457	74492	157.99	Copier/Print Services
100186	CROW CHEMICAL & LIGHTING	129888	74493	173.32	Toilet paper, paper towels
100186	CROW CHEMICAL & LIGHTING	129891	74493	126.60	Spillifer wipes
100186	CROW CHEMICAL & LIGHTING	129945	74493	52.60	Gallon of D-Lime
100212	DOOLEY'S PETROLEUM INC	168825	74494	776.85	Plant fuel
100212	DOOLEY'S PETROLEUM INC	171262	74494	1,064.02	Plant fuel
100212	DOOLEY'S PETROLEUM INC	172530	74494	341.04	Town generator
100212	DOOLEY'S PETROLEUM INC	172748	74494	1,482.55	Plant generator
104183	DSC Communications	2505063	74495	80.00	Radio Repair
100222	DUNINCK INC	564167	74496	365.35	Class 2 Trail mix, Plyo Wall
103288	ELECTRIC MOTOR COMPANY	SAL-WLM-11816	74497	26.68	Capacitor
103906	ELECTRICAL PRODUCTION SERVICES	23477	74498	27,550.00	CvC & RI Security Cameras Cabling & Installation
101567	ETTERMAN ENTERPRISES	369708	74499	14.79	Hoist latch repair
102443	EXCEL OVERHEAD DOOR	44525	74500	332.00	Door No. 4 repair
103002	FARM-RITE EQUIPMENT	P56532	74501	195.48	Pin, Seal
103002	FARM-RITE EQUIPMENT	P56704	74501	61.40	Hyd. Oil
100810	FERGUSON ENTERPRISES INC	1573929	74502	3.20	PVC
100810	FERGUSON ENTERPRISES INC	1549102-1	74502	125.98	Flex tube kit
100810	FERGUSON ENTERPRISES INC	1539671	74502	128.98	Flex Tubbing Kits
104287	Fire House Innovations LI Inc	2128	74503	8,890.00	Forcible Entry Door and Wheel System
101449	FLAHERTY & HOOD P.A.	23000	74504	9,829.29	General Municipal/Real Estate Matters - APRIL
101449	FLAHERTY & HOOD P.A.	23047	74504	4,132.50	Labor and Employment Consultation Services - APRIL
102973	FLEETPRIDE	125536154	74505	89.92	Filter
102973	FLEETPRIDE	125581438	74505	5.36	Filter
102973	FLEETPRIDE	125484989	74505	275.95	Filter
104289	Gamma Sports	INV433234	74506	1,615.66	Tennis equipment for youth tennis programs
100293	GENERAL MAILING SERVICES	73501	74507	480.50	4/28-5/02/2025
100293	GENERAL MAILING SERVICES	73434	74507	148.64	04/21-04/25/2025
100293	GENERAL MAILING SERVICES	73614	74507	16.53	postage 04/10/25
100786	GRAINGER INC	9489995408	74508	11.98	First aid kit supplies
100786	GRAINGER INC	9490461655	74508	89.06	First aid kit supplies
100786	GRAINGER INC	9487081813	74508	87.39	First aid kit supplies
100786	GRAINGER INC	9493129929	74508	12.42	First aid kit supplies
100786	GRAINGER INC	949214779	74508	521.41	Plasma cutter repair
100786	GRAINGER INC	9497157298	74508	(125.15)	Plasma cutter repair
100786	GRAINGER INC	9494656060	74508	121.15	Plasma cutter repair
100786	GRAINGER INC	9495961923	74508	118.80	U.V. fuses
101887	GRAND RENTAL STATION	1-583287	74509	35.52	Sod Cutter
101504	GREENSPRING MEDIA GROUP	2025-63172	74510	2,300.00	Ultimate Travel Guide Advertising
100324	HAUG IMPLEMENT CO - JOHN DEERE	519609	74511	150.73	Cabin Filter Box
102609	HAUG-KUBOTA LLC	26604	74512	256.34	Filters/ Deck scalp wheels
102609	HAUG-KUBOTA LLC	26591	74512	176.19	Filters
102609	HAUG-KUBOTA LLC	26583	74512	154.14	Blades
102609	HAUG-KUBOTA LLC	26676	74512	166.89	mower deck parts
102609	HAUG-KUBOTA LLC	26690	74512	125.46	mower deck parts
102609	HAUG-KUBOTA LLC	26716	74512	290.01	Mower blades and tie
100325	HAWKINS INC	7060194	74513	12,450.34	Ind. ferric
103874	HENRY SCHEIN, INC	38075550	74514	12.79	BP Cuff; child
103650	HIGHLAND PRODUCTS GROUP LLC	310041219	74515	5,565.64	Bench at Sperry Park
100333	HILLYARD\HUTCHINSON	605812956	74516	684.10	cleaning
103936	HOFFMAN CONSTRUCTION CO. LLC	INV399	74517	3,400.00	Storm water sink hole, 1st and Willmar
100058	HOME DEPOT CREDIT SERVICES	8521424	74518	6.98	Combo Lock
100058	HOME DEPOT CREDIT SERVICES	7013116	74518	133.26	Item for Firearms Trailer
101702	HOSPITALITY MINNESOTA	21821	74519	380.00	HM Membership WLACVB 6/1/25-5/31/26
103366	IDEXX DISTRIBUTION INC	3175121028	74520	172.66	Lab supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4829072	74521	342.01	Cork Board
104290	Jalen Cabrera	1401919	74522	104.00	EMT Certification
104290	Jalen Cabrera	05052025	74522	357.00	FDIC Indianapolis, IN
103355	JOHANNECK WTR CONDITIONING INC	133773	74523	27.00	Softener salt
103355	JOHANNECK WTR CONDITIONING INC	133727	74523	32.00	Lab water

Vendor Payment Listing

May 1, 2025 thru May 14, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103355	JOHANNECK WTR CONDITIONING INC	134003	74523	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	134268	74523	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	134506	74523	25.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	134504	74523	32.00	Lab water
103355	JOHANNECK WTR CONDITIONING INC	ER1801-3-088	74523	46.00	Water cooler rental
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-201	74523	2.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	CR1711-3-189	74523	1.00	Cooler rent
103355	JOHANNECK WTR CONDITIONING INC	134750	74523	32.00	Lab water
103404	JOHNSON CNTRLS FIRE PROTECTION	24700089	74524	1,296.87	Sprinkler Agreement
100867	KANDI STEEL AND FAB	7278	74525	89.02	Tubing
100867	KANDI STEEL AND FAB	7339	74525	63.78	Tubbing
100376	KANDIYOHI CO AUDITOR	05052025	74526	94,073.12	1st half 2025 Library Agreement
100382	KANDIYOHI CO RECORDER'S OFFICE	707814	74527	46.00	LaPatka Easement Recorded Documents
100382	KANDIYOHI CO RECORDER'S OFFICE	707813	74527	46.00	recorded documents-Lapatka
103619	KANDIYOHI CO TREASURER	030425	74528	96,000.00	1/2 City Share LEC Heat Pump Project
104267	Kimberly Toops	05132025	74529	400.00	Painting of I.T. offices
103138	KING'S ELECTRIC LLC	3316	74530	247.50	Fine screen bucket repair
103138	KING'S ELECTRIC LLC	3288	74530	4,379.86	Mechanic shop and middle garage HVAC
103138	KING'S ELECTRIC LLC	3320	74530	3,998.16	Main Garage HVAC
103138	KING'S ELECTRIC LLC	3321	74530	3,826.24	Cold Storage/Vehicle Storage HVAC
102187	LAKELAND MEDIA	IN-125045743	74531	1,700.00	Advertising
100412	LEAGUE OF MN CITIES	427633	74532	20.00	Safety & Loss Control Workshop - Audrey Nelsen
100417	LITTLE CROW SKI SHOWS	04152025	74533	1,000.00	Convention & Visitors Bureau Sponsorship -LCST
102593	LOFFLER COMPANIES	5014734	74534	45.29	CvC Office & PD Sergeants prints
102593	LOFFLER COMPANIES	5014262	74534	34.45	Telephone Charges
100424	M-R SIGN CO INC	227685	74535	137.27	Business 71-23 sign
100424	M-R SIGN CO INC	227726	74535	271.05	Street Signs
100435	MARC	0847360-IN	74536	221.08	Power foam descaler
101838	MARCO TECHNOLOGIES LLC	554430108	74537	257.82	500-0623211-000
101838	MARCO TECHNOLOGIES LLC	500-0611665-000	74538	345.01	500-0611665-000 payoff
102898	MATHESON TRI-GAS INC	0031268745	74539	41.40	Oxygen Cylinder
100446	MCMaster-CARR SUPPLY CO	44802561	74540	52.82	General supplies
100449	MENARDS	93780	74541	19.99	General supplies
100449	MENARDS	92702	74541	66.16	Supplies
100449	MENARDS	92999	74541	131.84	Tool Holder and Hose Hanger
100449	MENARDS	93040	74541	121.52	Mudding Supplies
100449	MENARDS	93326	74541	40.40	Mudding Supplies
100449	MENARDS	94131	74541	59.93	Shower head parts for DOAC locker room
100449	MENARDS	94357	74541	230.16	Lab water
100449	MENARDS	93472	74541	15.75	Cable
100449	MENARDS	93588	74541	8.98	P-Trap
100449	MENARDS	93667	74541	259.36	Construction Adhesive
102699	MIKE'S SMALL ENGINE CENTER	32658	74542	37.98	Two Stroke Oil
103790	MILES PARTNERSHIP,LLLP	114688	74543	1,500.00	ExploreMinnesota.com - Lead Generation
101805	MINI BIFF LLC	I2212	74544	129.54	Mini Biff
101805	MINI BIFF LLC	I2284	74544	129.54	Mini Biff
101805	MINI BIFF LLC	I2281	74544	129.54	Mini Biff Southfield
101805	MINI BIFF LLC	I2278	74544	129.54	Mini Biff Miller Park
101805	MINI BIFF LLC	I2283	74544	129.54	Mini Biff Archery Park
101805	MINI BIFF LLC	I2287	74544	129.54	Mini Biff Northside Park
101805	MINI BIFF LLC	I2285	74544	129.54	Mini Biff
101805	MINI BIFF LLC	I2282	74544	129.54	Mini Biff
101805	MINI BIFF LLC	I2288	74544	129.54	Mini Biff
101805	MINI BIFF LLC	I2286	74544	129.54	Mini Biff
101805	MINI BIFF LLC	I2357	74544	129.54	Mini Biff Turf Field
101805	MINI BIFF LLC	I2321	74544	666.72	Mini Biff Robbins Island
100497	MN DEPT OF TRANSPORTATION	P00018893	74545	2,738.64	Material testing
900040	MSFDA	05132025	74546	272.00	MN Firefighter Renewals (34)
100539	MTI DISTRIBUTING CO	1470863-00	74547	762.80	Sprinkler Heads
100539	MTI DISTRIBUTING CO	1463135-00	74547	(527.01)	Lift Arm Adapter

Vendor Payment Listing

May 1, 2025 thru May 14, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100544	MVTL LABORATORIES INC	1303677	74548	58.25	Lab test
100544	MVTL LABORATORIES INC	1303763	74548	198.00	Soil test
100544	MVTL LABORATORIES INC	1304423	74548	58.25	Lab test
100544	MVTL LABORATORIES INC	1305374	74548	132.00	Soil test
101627	NCL OF WISCONSIN INC	519580	74549	1,463.61	Lab supplies
103849	NELSON *PETTY CASH/ANITA	050925	74550	500.00	Petty Cash for DOAC 2025 season
103388	NISSEN SLABJACKING INC	513	74551	4,655.00	Concrete sidewalk repair
100650	O'REILLY AUTOMOTIVE INC	1528-210255	74552	54.62	Semi repair
104207	Office Of MNIT Services	DV25040451	74553	257.72	LOGIS Internet transport Apr
900120	ON THE RUN PROMOTIONS	6841	74554	1,000.00	CVB Sponsorship (FootLake4 & GL Tri)
101968	PEST PRO II	21519	74555	40.00	pro pest
100608	PETERSON SHOE STORE	234970	74556	212.49	Safety boots for Josh Larcom
100608	PETERSON SHOE STORE	235252	74556	195.49	Safety Boots C Simon
100374	PREMIUM WATERS INC	330657306	74557	10.99	water
100374	PREMIUM WATERS INC	330654423	74557	21.99	Drinking water
103529	PRO WATER SOLUTIONS	10809	74558	490.00	Solar Salt
100639	RAMBOW INC	669036	74559	846.00	Spring Soccer Shirts
100639	RAMBOW INC	668948	74559	407.76	Staff Shirts
100639	RAMBOW INC	668952	74559	2,674.80	Softball Jerseys
103652	RECDISK LLC	RD-001086	74560	7,455.00	Registration Software for Whole Department-
103867	RS AMERICAS INC	9020758770	74561	1,107.12	ASD surge protectors
101418	RUNNING'S SUPPLY INC	6392609	74562	56.96	Pulley
101418	RUNNING'S SUPPLY INC	6387719	74562	10.49	General supplies
101418	RUNNING'S SUPPLY INC	6393744	74562	75.97	Socket, Batterys
101418	RUNNING'S SUPPLY INC	6393289	74562	9.19	Push fit elbow
101418	RUNNING'S SUPPLY INC	6398410	74562	52.56	Brass Plugs/ Grease Guns
101418	RUNNING'S SUPPLY INC	6398715	74562	89.97	General supplies
101418	RUNNING'S SUPPLY INC	6402824	74562	279.98	Water Pumps
101418	RUNNING'S SUPPLY INC	6397108	74562	7.93	Bolts
101418	RUNNING'S SUPPLY INC	6398342	74562	17.98	washers
101418	RUNNING'S SUPPLY INC	6406075	74562	49.99	Trailer Jack
101418	RUNNING'S SUPPLY INC	6406216	74562	27.98	Windshield Repair kit
101418	RUNNING'S SUPPLY INC	6408374	74562	160.00	Safety boots Sam
103823	SCHIMEROWSKI/BOB	SF2025	74563	1,054.92	Sioux Falls Sport Show - Bob/Julie Schimerowski
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/05-25	74564	15,843.13	UNLEADED AND DIESEL FUEL
100690	SHERWIN WILLIAMS CO	7358-8	74565	75.39	Paint for shelter doors
100690	SHERWIN WILLIAMS CO	7336-4	74565	17.81	Paint brush, Paint roller
100690	SHERWIN WILLIAMS CO	3636-1	74565	1,227.00	Field Paint
100275	SHI CORP	B19718693	74566	3,601.80	Netwrix FY25/FY26 renewal
104292	Silver Star Communications	7306	74567	7,440.00	April 2025 ISP Monthly Charge
103256	STEINBEISSER AUTO REPAIR LLC	20962	74568	19.95	Propane fill
100188	STERLING WATER-MINNESOTA LLC	315X04238001	74569	19.45	Softener equipment rental
100188	STERLING WATER-MINNESOTA LLC	315X04247101	74569	80.00	Softener salt, equipment inspection
100188	STERLING WATER-MINNESOTA LLC	315X04247200	74569	60.75	SOFTNER SALT
102555	SUMMIT FIRE PROTECTION	3227034	74570	498.00	Annual Fire Alarm Testing
102555	SUMMIT FIRE PROTECTION	3213651	74570	489.00	Annual Fire Alarm Testing
103757	TOM'S BACKHOE SERVICE, INC.	Appl #10	74571	12,377.10	ELLS 7, 8 & 9 Pay App No. 10
102583	TORKELSON'S LOCK SERVICE	25-217	74572	1,623.00	Door and Lock Repairs at Rice Park Shelter
102583	TORKELSON'S LOCK SERVICE	25-178	74572	48.00	Keys for Softball Shed
102949	TWIN CITY SEED COMPANY	201231	74573	3,770.00	Grass seed and fertilizer
104046	Tyler Business Forms	103522	74574	239.41	AP Checks
103795	TYLER TECHNOLOGIES, INC	045-519085	74575	700.00	05/02/25 Cubes Training-Nanci
101286	UNCOMMON USA INC	1319539-IN	74576	79.20	Flags
102915	VERIZON WIRELESS	6113056213	74577	2,355.08	Verizon May/Jun
104083	Vestis	2560367089	74578	79.09	Mechanics uniform rental
104083	Vestis	2560367093	74578	13.56	Maintenance man uniform
104083	Vestis	2560371952	74578	79.09	Mechanics uniform rental
104083	Vestis	2560371956	74578	14.07	Maintenance Uniform
104083	Vestis	2560374327	74578	68.63	Mechanics uniform rental
104083	Vestis	2560374348	74578	15.15	Maintenance Uniform

Vendor Payment Listing

May 1, 2025 thru May 14, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104083	Vestis	2560376775	74578	79.09	Mechanics uniform rental
104083	Vestis	2560359850	74578	68.63	Mechanics uniform rental
104083	Vestis	2560376779	74578	14.07	Maintenance man uniform
104083	Vestis	2560369554	74578	68.63	Mechanics uniform rental
104083	Vestis	2560369556	74578	13.56	Maintance man uniform
104083	Vestis	2560357370	74578	79.09	Mechanics uniform rental
104083	Vestis	2560357374	74578	13.56	Maintenance uniform
104083	Vestis	2560359852	74578	13.56	Maintenance uniform
104083	Vestis	2560362232	74578	79.09	Mechanics uniform rental
104083	Vestis	2560362236	74578	13.56	Maintenance uniform
104083	Vestis	2560364693	74578	68.63	Mechanics uniform rental
104083	Vestis	2560364695	74578	13.56	Maintenance Uniform
104296	VFW Post 1639	051325	74579	116.67	Reimb per Prorated fee
100777	VIKING COCA-COLA BOTTLING CO	3620344	74580	923.95	Concessions
102868	WALT'S	041025	74581	22.40	Gasoline
100805	WEST CENTRAL SANITATION	13430105	74582	69.78	City Hall recycling service
100805	WEST CENTRAL SANITATION	13431225	74582	55.68	Recycling
100805	WEST CENTRAL SANITATION	13431802	74582	456.97	Recycling
100812	WILLMAR CHAMBER OF COMMERCE	58573	74583	15.00	Public Policy Lunch - Fischer
100812	WILLMAR CHAMBER OF COMMERCE	CCAPR2025	74583	917.07	CC
104294	Willmar Civic Scholarship Association	050725	74584	500.00	Cobron's Scholarship donation
103287	WILLMAR WARHAWKS	2157	74585	2,249.48	Concessions
Total				481,419.88	

Vendor Payment Listing

May 1, 2025 thru May 14, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103319	MULTI-BANK SECURITIES	CD-61776NRV7	590	244,000.00	MULTI BANK SECURITIES CD-61776NRV7
100467	CENTERPOINT ENERGY	STMT/04-25	591	14,540.37	NATURAL GAS APRIL 2025
			Total	258,540.37	



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.M.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Allie Paulsen, Administrative Assistant
Ordinance:	No	Presented By:	
Item:	Director Reports		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. May 25 Community Growth Report
2. Fire Department Report 04- April
3. HR Report 5-19-25
4. Parks and Rec Directors Report May 2025 Final
5. Planning and Development _ May 2025 Director's Report
6. Public Works Director Report - May 2025
7. Police Monthly Council Stat Sheet April 2025



May Pablo's Report:

May is **Asian American and Pacific Islander Heritage Month**, celebrating the diverse cultures, traditions, and contributions of Asian Americans and Pacific Islanders to American society. We celebrate the members of the City of Willmar support your neighbor business and celebrate their heritage.

May is **Better Hearing & Speech Month**, raising awareness about communication disorders and the importance of early detection and intervention. Another opportunity to create belonging!

May is **Haitian Heritage Month**, celebrating the rich cultural contributions and history of Haitian Americans. We have several families and individual from Haiti! We celebrate you!

May is **Jewish American Heritage Month**, which recognizes the diverse contributions of the Jewish people to American culture.

May is **Mental Health Awareness Month**, which aims to raise awareness and educate the public about mental illnesses and reduce the stigma that surrounds mental illnesses. Thanks, Mayor Resse for lifting this theme in the last Mayor's Prayer Breakfast.

May is **National Military Appreciation Month** - celebrated every May and is a declaration that encourages U.S. citizens to observe the month in a symbol of unity. NMAM honors current and former members of the U.S. Armed Forces, including those who have died in the pursuit of freedom. Have a great Memorial Day 2025!

May is **Older Americans Month**, established in 1963 to honor the legacies and contributions of older Americans and to support them as they enter their next stage of life. Our Willmar Age Friendly Communities Network thanks our older members for your long-lasting contribution to making Willmar a great community.

Looking Ahead:

- May 17: Willmar Cinco de Mayo Celebration, Downtown Willmar
- June 13-15 Willmar Pride Celebrations
- June 19 Willmar Juneteenth Celebration/Willmar Fest Block Party
- June 28 Somali Independence Day Celebration
- September 13, Willmar Welcoming Week

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

Sincerely,

Pablo

WILLMAR FIRE DEPARTMENT

MONTHLY CALLS FOR SERVICE

APRIL 2025

Type of Call	April 2024	April 2025
Alarm Activations	6	11
Sprinkler Activations	0	2
Cooking Fires	4	3
Car Fires	0	1
Electrical Fires	1	0
Carbon Monoxide Incidents	1	0
Natural Gas Leak	3	1
Car Crashes	2	7
Smoke Scares	2	2
Haz Mat Call	2	0
Medical Assists	1	0
Grass Fires	2	3 + 1 Mutual Aid to Pennock
Building Fires	0	1 Mutual Aid to Pennock

Current Month CFS: 32

First Responder Calls: 12

2025 Fire Calls for Service to date: 112

2025 First Responder Calls to date: 62

2024 Fire Calls for Service –April: 24

2024 Calls for Service to date: 106

Training:

April 3 -- Business Meeting

April 10 – Drivers Training (CEVO 4)

April 17 – Annual safety training

April 24 – Annual physicals/ Fit testing

April Response Time: 6:32

YTD Response Time: 6:18



HR Report

It's been an exceptionally busy hiring season over the past 2 months, with many new faces coming on board recently.

Retirements

We have one Police Officer retiring near the end of May and will be sad to see him go!

Hiring

Rental Housing Inspector – An offer was extended to an internal candidate, who began this position on April 3rd.

Building Maintenance Technician – We extended an offer to a candidate who has accepted the position. He is scheduled to begin work on May 19.

Police Chief – Administration recommended Interim Chief Holme for this position and council approved that recommendation in early May. Chief Holme accepted the offer, and we look forward to working with him in his permanent capacity as Chief.

Public Works Operator – Two Public Works Operators and one Arena Operator position were filled, with the new employees beginning work in late April and early May.

Parks and Rec – All seasonal positions have been filled, with on-boarding of new staff occurring throughout May. All employees will start work by the first week of June.

Police Officers – Interviews took place for Police Officer candidates on April 23rd and background investigations are being undertaken. At the conclusion of those investigations, a decision will be made regarding job offers, likely by late June.

Community Service Officers – Interviews took place on April 23rd for three open positions. Background investigations have begun for several candidates and offers will be extended to candidates following the conclusion of those investigations, likely by late May.

Sincerely,

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

Alissa Gambrel – HR Director

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



May 2025

Youth and Adult Programming

Youth Programs:

- Gearing up for summer 2025 programming to begin. Registrations have been coming in steadily.
- Softball- 42 registrations
- Basketball Fundamentals- 41 registrations
- Cardinal Athletes- 53 registrations
- Little Hitters baseball- 66 registrations
- PreK and Tiny Tykes gymnastics- 92 registrations
- Beginner- competitive team gymnastics 278 registrations
- Soccer on the turf- 28 registrations
- T-ball- 53 registrations
- Youth Tennis- 36 registrations
-

DOAC:

- Piping repairs were completed in the first week in May
- Staff are beginning to get the pool cleaned and ready to fill with water
- Targeting June 12th for Opening Day

Bikes:

- We have 21 bikes out in the community available for rental.
- Working with Koloni on ordering more locks and possibly some repairs on a couple of current locks.

Youth Baseball/Softball

- 6th Grade season has been going well. We have coordinated scrimmages with several other communities.
- Rec Softball Practices started this week.
 - 10u Softball: 24 participants (2 teams + Tournament team)
 - 12u Softball: 12 participants (1 team + Tournament team)
 - High School: 1 team

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



- Rec Baseball practice started last week.
 - 3rd/4th Grade: 26 participants (2 teams)
 - 5th/6th Grade: 26 participants (2 teams)
 - 7th/8th Grade: 24 participants (2 teams)
- I have been selected as commissioner for the WC Baseball League and our new Rec Softball League
 - WC Baseball League: 51 teams in 3 divisions
 - Rec Softball League: 17 teams in 2 divisions
- Created game schedules for June/July
- Coordinating coaches/umpires/volunteers for the summer.
- Coordinating with the Minnesota Twins to receive equipment from a grant we were awarded and distribute gear to families in need.
- Working with the Willmar Stingers on Youth Baseball/Softball night for Friday, June 13th.

Adult Volleyball

- Spring Seasons both went well. I'm reaching out to captains for feedback on how to improve our Leagues
- Champions
 - Coed: Is it In?
 - Men's: Vertically Challenged

Adult Softball

- Seasons start this week
 - Men's Division: 13 teams (11 last year)
 - Coed Division: Delayed until after Memorial Day (3 teams currently/4 last year)
 - Church League: 6 teams (7 last year)



Miscellaneous

- Attended the Willmar High School Job Fair to recruit summer staff and build interest in teen programming.
- Updated recreation website with summer catalog information.

Community Center

- The annual *AAUW Book Sale* was very successful this year.
- Completed two craft programs this month, including one request for a private company class at the center- *Marble Planter Pot & Garden Stepping Stone*
- *Kids in the Kitchen* created Pizzas and Protein bars – 15 kids attended
- *Daddy Daughter Formal* was very well received, and I feel it went as smoothly as it has ever gone!
- We currently have 23 kids signed up for our first-year *Summer Science Camp*!
- Our first trip to Target Field this coming May is filled, and our July trip is about half whole.
- Summer planning and preps are getting to the last supplies and preps.

Facilities & Events

Upcoming Events:

- *Ridgewater Graduation* – May 16th
- *High School Graduation*-June 1st
- *Islamic Prayer*-June 7th
- *Willmar Baseball Classic*-June 6-8th
- *Graduation Parties*

Ongoing Work:

- Concession supplies & deposits
- Scheduling high school hockey games
- Scheduling Warhawk games
- Putting in May-July Ice schedule
- Invoicing for ice rentals and dry floor events
- Summer scheduling programs
- Booking new events for Events/Rec Center
- Field maintenance
- Staff scheduling
- Disc golf course and tournament

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



Other Projects & Updates

- *Outdoor Rink Project*: Project will begin in the next couple of weeks
- *DNR Trailhead Project* has begun, the restroom will be here the week of May 19th:
- *Swansson Field Dugouts* project complete – great collaboration with Willmar Baseball Boosters, just in time for the tournament.
- Meeting with Cardinal Place and Rec staff to review summer Civic Center plans
- Gathering quotes for Civic Center East wall and door replacement – currently challenging
- Gathering quotes for the pool filter replacement project
- Continuing collaboration with Willmar Rotary on the Amphitheater project and reapplying for the Legacy Grant
- Applying for the *Bike Friendly Community* designation
- Working with the Radio Control Club on a potential new track near the Archery Park
- In development: *2025 CIP Plan* and budget planning
- DNR Fishing Platform Permit is in, and the project will be done this summer
- New maintenance staff started on May 12th



333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

May 2025 – Director’s Report

My WILLMAR App & Civic Access Updates

The My Willmar App has been downloaded over 50 times within its first two weeks of launch. City staff have efficiently reviewed, issued, and received more than 80 permits during this same period.

Staff Updates

- Jordan Klavetter was hired as the Rental Housing Inspector in April 2025. A dedicated City of Willmar employee for six years, Jordan began his career as a Volunteer Firefighter with the Fire Department. Among 12 applicants, his exceptional knowledge of fire code, facility management expertise, and unwavering commitment to community service set him apart.
- Christopher Frank successfully completed the L.E.A.D. of Kandiyohi County program. L.E.A.D. is an 8-month leadership initiative that equips professionals across diverse sectors of the Willmar Lakes Area to develop leadership skills and strengthen community engagement.

DTW Summer Pots

Sidewalk planters are returning to Becker Avenue and Litchfield Avenue, between 3rd and 6th Street Southwest. First introduced last year, these stationary planters were well received by the community. This year, in collaboration with the Wellness Coordinator and nine city departments, City staff members have volunteered to plant the pots.

Planning Commission

The Planning Commission holds meetings on the first and third Wednesdays of the month at 6 PM at City Hall. As a public meeting, there are multiple ways for community members to submit testimony on Hearing and Action agenda items:

- Email: Submit testimony to planning@willmarmn.gov (accepted one business day before the meeting).
- Mail: Send a letter to City of Willmar Planning Dept., 333 6th Street SW, Willmar, MN 56201 (must be received two business days before the meeting).

Boards + Commission

The Department of Planning and Development is currently accepting applications for the Planning Commission (four vacancies). Board & Commission members are volunteers appointed by the City Council following an application process. Members serve three-year terms and must not hold any other office or position within city government. Applications will be continuously reviewed until vacancies are filled. To apply for this board, fill out the application [online](#) or in person at the City of Willmar Office located in the lobby at 333 6th St SW, Willmar, MN 56201



Wastewater Updates from Superintendent Jason Lindahl

- Daily duties for plant operations.
- Daily sampling and testing for BOD's, TSS, Ammonia, Phosphorus, and pH as required by our NPDES permit.
- Mercury and Priority Pollutants sampling starts this week.
- Matt completed his DOC for TSS and Fecal.
- U.V. Disinfection system in operation.
- Multiple plant tours for area students.
- Spring biosolids season has been completed.
- Submitted the monthly EDMR to the MPCA.
- JOTS billing and Hauled-in waste billings.
- Monthly generator runs at multiple lift stations and the plant.
- Sara submitted the annual hazardous waste generator report.
- Completed quarterly stockpile inspections.
- Completed supplemental PFAS sampling of domestic sources.
- Reviewed MPCA's draft biosolids sampling guidance.
- Attended SW Regional Sustainable Development Partnership executive board meeting and Natural Resources work group meeting.
- Attended South Fork Crow River Watershed professional judgement group meeting.
- Assisted with hosting L.E.A.D. graduation.
- Attended Healthy Earth Healthy Kids event as an exhibitor.
- Shared educational social media messages on wastewater and stormwater.
- Attended CGMC's webinar on Sulfate Site-Specific Standards for WWTFs.
- Presented annual stormwater program update to Council.



Public Works Updates from Superintendent Kyle Radunz



Streets

- **Sign Work:** Repaired signs as needed
 - **Snow Removal:** Plowed April 2nd and 3rd, CBD snow removal April 4th
 - **Traffic Signals:** Repaired issues at mall entrance intersection, prepared CIP information
 - **Street Sweeping:** 17 days of sweeping, 2 sweepers are used when staffing allows
 - **Cold Mix:** Cold mix asphalt was used to fill potholes at various locations
 - **Repairs:** Repaired manhole casting ring from previous plow damage on Benson Ave., repaired all gravel alleys
 - **Cleanup:** Crews cleaned sand and debris from medians and sidewalks along Highway 12 and 1st St. as well as North 71, vacuumed all expansion joints on the bridge
-



Parks

- **Inspections:** Continued inspecting all parks
 - **Repairs:** Fishing piers at Robbins Island and Rau Park were repaired and installed
 - **Baseball:** Completed construction of plyo wall, completed installing new dugouts, removed existing benches, completed turf and warning track repair, multiple baseball fields are maintained to a high standard for practices and games
 - **Cleanup:** Leaves were bagged and removed from fence lines at multiple parks
 - **Outdoor Hockey Rinks:** Hockey boards were removed
 - **Spring Startup:** Prep work began for reopening bathrooms and shelters
-



Sewers

- **Stormwater:** Removed debris from various catch basins
 - **Sanitary:** Continued jetting sewers as part of our yearly maintenance
 - **MS4 Inspections:** Ongoing outfall inspections, meetings for updates and planning for the future repairs that are needed
-



Boulevards

- **Tree Removal:** 4 trees removed
 - **Branch Removal:** Removed fallen and broken branches
 - **Stumps:** Removed stump grindings, added dirt, and seeded areas where trees were removed
-



Miscellaneous

- **Monthly Inspections:** Fire extinguishers, harnesses, ladders, eyewash stations, hoists, cranes, AEDs, etc.
- **Brush Site:** Maintained compost/brush piles, burned as needed
- **Mechanic Work:** Continued maintenance on vehicles/equipment across departments
- **Training:** Staff attended CPR/AED/First Aid training as well as Safe Assure training, 6 individuals attended classes for their pesticide application recertification
- **Litter:** Continued picking up litter at all parks and ditches
- **City Hall:** Operators remodeled the server room at City Hall to provide additional office space (including framing, sheetrock, drywall)
- **Events:** Provided bandshell for Life Connections event



Street Projects

Looks for finishing and punch list items on the 2024 projects to begin in May. These project areas include 10th St NW and the 13th St/Grace Ave/Rice Ave areas. This work will include dirt work/turf establishment, concrete repairs, final layer paving, and construction clean up.

Reconstruction work on 20th St SE will begin during the month of May. This work will include removal of old and new installation of the following: curb, gutter, driveway aprons, water main, sanitary sewer main, stormwater improvements, hydrants, and service laterals.

Other improvements will begin soon as well. Those improvements will include Business Highway 71, Technology Drive, the West Street Improvement Projects, and Hwy 40 drain tile repairs. Kandiyohi County will also be overlaying 7th St NW and 15th Ave NW/County Rd 24.

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

Justin's Notes

General maintenance and cleaning duties are being performed daily at City Hall and the Auditorium. Two domestic water lines were recently replaced in the city hall basement along with some other minor plumbing work. I am pleased to announce that Jeramiah Sommers has accepted the vacant Building Maintenance Technician position and will begin his employment near the end of May. I am excited to welcome Jeramiah and look forward to his career with the city.

We have also welcomed 2 new PW operators to our staff, Gabe Klaassen & Joe Haugen. I am confident that they will be great assets to our staff. Summer part time staff will also begin their seasonal work as the month closes. It is always nice to have some fresh faces to help during the busy summer months.

Multiple local organizations, including the City of Willmar, have partnered with Tree Trust to provide 50 trees to sell to residents of Willmar. Trees must be purchased online and will be available until May 30th at 4:00pm. They will be distributed at Baker Diamond on June 14th from 12:00-2:00pm. 50 trees in total will be available, a limit of one per address, and the trees must be planted on private property. More information can be found at the following website: <https://treetrust.org/non-profit/trees-for-sale/willmar-tree-sale/>.

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

Respectfully

A handwritten signature in black ink, reading "Justin DeLeeuw". The signature is written in a cursive, flowing style.

Justin DeLeeuw – Public Works Director

Willmar Police Department

Monthly Calls for Service Statistics

Title	April 2024	April 2025
911 Hang Up	10	9
Abandoned Vehicles	69	25
Agency Assist	39	37
Alarm	29	23
Alcohol Offense	11	5
Animal	48	49
Assault	9	7
Burglary	3	0
Child Custody Dispute	11	8
Crash	45	62
Criminal Damage To Property	25	22
Disorderly	9	38
Domestic	39	35
Drugs	8	6
Family Service	100	71
Fight	10	10
Fraud	20	11
Gun Permits	14	25
Harassment	36	30
Information	8	10
Weapons complaint	2	9
Lost And Found	32	30
Mental Issues	74	28
Missing Person	26	19
Motorists Assist	10	11
Neighborhood Disturbance	23	15
Public Assist	149	134
School Related Incidents	11	7
Sex Crimes	11	6
Sudden Death/Bodies Found	3	2
Suicidal Person	9	4
Suspicious	56	62
Theft	43	30
Traffic Complaint	45	52
Traffic Stop	302	169
Trespass	12	8
Warrant Service	25	23

Current Month CFS:

1152

YTD Calls for Service:

4,512

2024 Month CFS:

1432

(Some minimal CFS
categories not shown)



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	5.N.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Finance Report through 4/30/2025		

RECOMMENDED ACTION:

OVERVIEW:

For information only: YTD Budget update through 4/30/2025.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. General 4.30.25
2. WWTP 4.30.25



**City of Willmar
General Fund
Budgetary Comparison Report
For the Period Ended April 30, 2025**

	<u>2024 Actual</u>	<u>2025 Annual Budget</u>	<u>2025 Year-To-Date</u>	<u>% of 2025 Budget</u>
<u>Revenues</u>				
General Property Taxes	\$ 9,047,283.83	\$ 10,360,932.00	\$ 224,700.74	2.17%
Licenses and Permits	610,528.05	507,500.00	158,532.55	31.24%
Intergovernmental	7,105,464.49	6,977,458.00	780,184.95	11.18%
Service Charges	1,125,776.41	957,500.00	407,622.08	42.57%
Fines and Forfeits	111,018.18	100,000.00	32,408.18	32.41%
Special Assessments	2,180.90	-	131.05	
Miscellaneous Revenue	1,195,728.98	325,000.00	1,226,166.06	377.28%
Other Financing Sources	3,167,118.85	2,876,308.00	633,155.26	22.01%
Total Revenues	\$ 22,365,099.69	* \$ 22,104,698.00	\$ 3,462,900.87	15.67%
<u>Expenditures</u>				
City Administrator	\$ 968,170.50	\$ 780,505.00	\$ 188,163.19	24.11%
Mayor and Council	438,981.77	414,150.00	217,899.51	52.61%
City Hall	736,827.05	911,856.00	76,308.36	8.37%
City Clerk	217,034.80	244,293.00	72,032.97	29.49%
Elections	137,406.13	23,400.00	3,545.00	15.15%
Finance Department	498,178.32	558,492.00	159,494.14	28.56%
Planning/Development Services	1,167,791.03	1,044,184.00	294,959.36	28.25%
Legal	252,086.24	-		
Information Technology	815,887.80	971,158.00	467,117.93	48.10%
Human Resources	215,706.34	239,369.00	58,368.60	24.38%
Cultural Diversity	177,583.26	195,654.00	58,100.68	29.70%
Sub-Total General Gov't.	5,625,653.24	5,383,061.00	1,595,989.74	29.65%
Police Department	6,492,390.64	7,003,653.00	2,024,218.96	28.90%
Fire Protection	1,019,187.37	1,297,884.00	308,358.82	23.76%
Sub-Total Public Safety	7,511,578.01	8,301,537.00	2,332,577.78	28.10%
Public Works	4,011,527.16	4,351,778.00	1,141,273.31	26.23%
Engineering	721,885.61	404,000.00	397,762.53	98.46%
Transit System	20,500.00	21,000.00	20,500.00	97.62%
Storm Water	134,139.05	88,000.00	24,546.53	27.89%
Sub-Total Streets/Highways	4,888,051.82	4,864,778.00	1,584,082.37	32.56%
WRAC	129,799.82	149,980.00	43,604.56	29.07%
Library	553,711.53	573,018.00	118,254.50	20.64%
Auditorium	38,856.37	71,268.00	15,898.27	22.31%
Parks & Recreation	1,045,869.14	1,133,022.00	326,147.24	28.79%
Civic Center	1,021,314.19	1,055,942.00	337,867.77	32.00%
Recreation/Event Center	10,056.23	10,000.00	4,476.99	44.77%
Community Center	322,308.89	289,065.00	99,130.17	34.29%
Aquatic Center	230,459.01	273,027.00	5,490.12	2.01%
Sub-Total Culture/Recreation	3,352,375.18	3,555,322.00	950,869.62	26.74%
Total Expenditures	\$ 21,377,658.25	\$ 22,104,698.00	\$ 6,463,519.51	29.24%

* Indicates Over Budget



City of Willmar
 Waste Treatment Plant
 Budgetary Comparison Report
 For the Period Ended April 30, 2025

	<u>2024 Actual</u>	<u>2025 Annual Budget</u>	<u>2025 Actual Year-To-Date</u>	<u>% of 2025 Budget</u>
<u>Revenues</u>				
Intergovernmental	\$ 89,518.02	\$ 30,000.00	\$ 398.36	1.33%
Service Charges	9,599,947.09	10,919,850.00	1,495,910.91	13.70%
Miscellaneous Revenue	941,295.34	470,000.00	143,840.80	30.60%
Total Revenues	\$ 10,630,760.45	\$ 11,419,850.00	\$ 1,640,150.07	14.36%
<u>Expenditures</u>				
Waste Treatment - Treatment	5,482,770.76	13,061,131.00	2,963,741.49	22.69%
Waste Treatment - Collections	287,939.22	704,849.00	65,452.65	9.29%
Waste Treatment - Biosolids	314,129.83	361,800.00	40,370.65	11.16%
Waste Treatment - Eagle Lake	24,580.43	30,650.00	8,629.21	28.15%
Total Expenditures	\$ 6,109,420.24	\$ 14,158,430.00	\$ 3,078,194.00	21.74%

* Indicates Over Budget



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	10.A.
Agenda Section:	Regular Business	Originating Department:	Finance
Resolution:	Yes	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Mikaela Huot, Baker Tilly
Item:	Introduce and Call for Public Hearing on 2025 Bond Ordinance		

RECOMMENDED ACTION:

Motion by _____ and seconded _____ for Approving a Resolution to call for a Public Hearing on an Ordinance Authorizing the Issuance of General Obligation Bonds Series 2025A on Monday, June 16, 2025, at 6:30 p.m.

OVERVIEW:

The City is progressing with its 2025 Street Improvement Program. As part of the program's funding, we are seeking authorization to schedule a public hearing to consider the issuance of General Obligation Bonds in an amount not to exceed \$7,000,000. These bonds will provide the necessary financing to support the continued development and execution of the planned infrastructure improvements. Approval of the public hearing is a step in maintaining the timeline and funding structure for the 2025 improvements.

BUDGETARY/FISCAL ISSUES:

Street and utility system improvements funding not to exceed \$7,000,000.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. Willmar GO 2025A RESOLUTION CALLING HEARING
2. Willmar MN Series 2025A Schedule of Events
3. Willmar MN Series 2025A Distribution List

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE
CITY OF WILLMAR, MINNESOTA

HELD: May 19, 2025

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Minnesota, was duly held on the 19th day of May, 2025, at 6:30 o'clock P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____
RESOLUTION CALLING FOR PUBLIC HEARING ON AN
ORDINANCE AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A
AND LEVYING TAXES FOR THE PAYMENT THEREOF

WHEREAS:

A. The City of Willmar (the "City") has heretofore undertaken to construct certain public improvements pursuant to Minnesota Statutes, Chapter 429, as more fully described in the proposed Ordinance set forth below.

B. Said improvements have heretofore been duly incorporated into the City's capital program in accordance with the City Charter.

C. It is necessary and desirable that the City of Willmar issue its General Obligation Improvement Bonds, Series 2025A in an aggregate principal amount not to exceed \$7,000,000 to finance various public improvement projects in the City, including without limitation street project 2025 Street and Other Improvements.

D. Section 2.12 of the City Charter requires that acts of the City Council which authorize the borrowing of money and levying of taxes shall be by ordinance.

E. Councilmember _____ introduced an Ordinance entitled "An Ordinance Authorizing the Issuance of up to \$7,000,000 General Obligation Improvement Bonds, Series 2025A and the Levying of Taxes to Secure Payment Thereof".

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

1. The City Clerk is authorized and directed to distribute a copy of said Ordinance to each Council Member, to the Mayor, and to the City Attorney, and to file a reasonable number of copies of the Ordinance in the office of the City Clerk and the following other public places:

- A. _____
- B. _____
- C. _____

2. This Council shall meet at the time and place specified in the form of notice hereinafter contained for the purpose of conducting a public hearing on the Ordinance and considering the Ordinance for adoption.

3. The City Clerk is hereby authorized and directed to cause notice of the time, place and purpose of said public hearing to be published in the local official newspaper of the City not less than seven days in advance of the date of hearing as required by the City Charter, which notice shall be substantially the form attached as **Exhibit A** hereto.

4. Upon sale of said bonds, the City Clerk shall compute the levy made by said Ordinance No. _____ commencing in or about the year 2026 and ending in or about the year 2039 upon all taxable property in the City, which tax shall be spread upon the tax rolls and collected with and as part of other general property taxes in said City in such an amount as is necessary to comply with Minnesota Statutes, Section 475.61, subd. 1. Said tax levy shall be irrevocable so long as any of said bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, subd. 3.

5. No bonds shall be issued and no tax levy shall be effective in accordance with this resolution until (a) after the Ordinance has been duly adopted and published in accordance with the City Charter, and (b) the applicable 15-day period has elapsed with respect to said Ordinance and all appropriate bond resolutions during which period no Certificate of Intent is filed in accordance with Section 7.04(j) of the City Charter.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF KANDIYOHI) ss.
CITY OF WILLMAR)

I, the undersigned, being the duly qualified and acting Clerk of the City of Willmar, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to resolution calling for public hearing on an Ordinance Authorizing Issuance of General Obligation Improvement Bonds, Series 2025A and Levying Taxes for the Payment thereof.

WITNESS my hand as such Clerk this _____ day of _____, 2025.

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING ON THE ADOPTION OF AN ORDINANCE

NOTICE IS HEREBY GIVEN by the City Council of the City of Willmar, Minnesota, that the City Council will conduct a public hearing on and consider adoption of the Ordinance described below, at the Kandiyohi County Health and Human Services Building Board Room located at 2200 23rd Street NE in the City, at 6:30 o'clock p.m. on the 16th day of June, 2025 said proposed Ordinance is as follows:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF UP TO \$7,000,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A AND THE LEVYING OF TAXES TO SECURE PAYMENT THEREFOR.

The City of Willmar hereby ordains:

1. In accordance with Minnesota Statutes, Chapters 429 and 475, the City of Willmar has heretofore determined to construct and finance various public improvement projects in the City, including without limitation street project 2025 Street and Other Improvements (the "Project").
2. In order to finance said Project it is necessary to issue General Obligation Improvement Bonds of the City in the amount of up to \$7,000,000.
3. For the purposes of complying with Minnesota Statutes, Section 475.61, there will be levied a direct ad valorem tax upon all taxable property in the municipality in such amounts as are required by law to secure payment of said Bonds.
4. This Ordinance is adopted in order to authorize the borrowing of money and the issuance of General Obligation Improvement Bonds and the levying of taxes therefor as provided in Section 2.12 of the City Charter. Further details shall be set forth by resolution.

By Order of the City Council

/s/ Vernae Larsen

City Clerk

City of Willmar, Minnesota

General Obligation Bonds, Series 2025A

Schedule of Events

(As of: April 24, 2025)

May 2025							June 2025							July 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

August 2025							September 2025							October 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

00 Holiday 00 Significant Action

Date	Event	Responsible Party
Mon., May. 5	Project Bids awarded by City Council.	City Council
Wed., May. 7	Official Statement information request distributed.	Baker Tilly
Mon., May. 12	Public hearing notice for Bond Ordinance sent to the City.	Kutak Rock
Mon., May. 19	City Council introduces and calls for public hearing on Bond Ordinance.	City Council
Wed., May. 21	Official Statement information due back to Baker Tilly.	City Staff
Wed., May. 28	Finalize Bond structure and prepare Terms of Proposal.	Baker Tilly
Wed., Jun. 4	Notice of public hearing for Bond Ordinance sent to West Central Tribune for publication (by 8:15 am)	City Staff
Wed., Jun. 4	First Draft of Preliminary Official Statement distributed for review.	Baker Tilly
Sat., Jun. 7	Public hearing notice for Bond Ordinance published in paper (Notice must appear no fewer than 7 days prior to public hearing).	
Mon., Jun. 9	Pre-Sale Summary and Authorizing Resolution delivered to City.	Baker Tilly Kutak Rock
Wed., Jun. 11	Comments to Baker Tilly on first draft of Preliminary Official Statement.	City Staff Kutak Rock
Mon., Jun. 16	City Council considers Resolution authorizing the sale. City Council conducts public hearing on Bond Ordinance.	City Council

Date	Event	Responsible Party
Mon., Jun. 16	Second draft Preliminary Official Statement and supporting documents sent to rating agency and working group for review.	Baker Tilly
Week of Jun. 16	Due diligence form distributed for review.	Baker Tilly
Week of June. 23	Rating Conference conducted.	City Staff Baker Tilly Moody's
Week of June. 23 (following Rating Conference)	Due diligence call conducted.	City Staff Baker Tilly
Wed., Jun. 25	Bond Ordinance submitted for publication in the West Central Tribune (by 8:15 am)	City Staff
Sat., Jun. 28	Publication date of Bond Ordinance. Ordinance goes into effect (Beginning of 15-day petition period).	
Mon., Jun. 30	Comments to Baker Tilly on second draft of Preliminary Official Statement.	City Staff Kutak Rock
Wed., Jul. 2	Receipt of rating and rating report.	Moody's
Mon., Jul. 7	Final draft of Preliminary Official Statement circulated to working group for final review and sign off.	Baker Tilly
Fri., Jul. 11	Distribution of Preliminary Official Statement (with rating(s) on cover).	Baker Tilly
Sun., Jul. 13	End of 15-day petition period.	
Mon., Jul. 14	Form of Award Resolution delivered to City.	Kutak Rock
Mon., Jul. 21	Sale of the Bonds (at 10:30 am CT) and consideration of award of the Bonds by the City.	City Staff Baker Tilly
Wed., Jul. 30	Distribution of Final Official Statement.	Baker Tilly
Mon., Aug. 4	Draft closing memorandum circulated for review.	Baker Tilly
Thu., Aug. 7	Final closing memorandum distributed.	Baker Tilly
Thu., Aug. 14	Receipt of proceeds and settlement of the Bonds.	All Parties

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA Firms. ©2025 Baker Tilly Municipal Advisors, LLC.

City of Willmar, Minnesota
General Obligation Bonds, Series 2025A

Distribution List

(As of: April 24, 2025)

Issuer			
City of Willmar	Name	Phone	<u>Issuer Email List</u>
333 Southwest 6th Street PO Box 755 Willmar, MN 56201	Leslie Valiant City Administrator	320-235-4913	lvaliant@willmarmn.gov
	Tom Odens Finance Director	320-235-4984	todens@willmarmn.gov
	Kyle Box City Operations Director	320-214-5172	kbox@willmarmn.gov
	Vernae Larsen City Clerk	320-235-4917	vlarsen@willmarmn.gov

Bond Counsel			
Kutak Rock-LLP	Name	Phone	<u>Bond Counsel Email List</u>
60 South Sizth Street Suite 3400 Minneapolis, MN 55402	Jenny Boulton Attorney	612-977-8122	jenny.boulton@kutakrock.com
	Kim Ganley Paralegal	612-334-5030	kimberly.ganley@kutakrock.com



City of Willmar, Minnesota
General Obligation Bonds, Series 2025A

Distribution List

(As of: April 24, 2025)

Municipal Advisor

Baker Tilly Municipal Advisors, LLC	Name	Phone	<u>Municipal Advisor Email List</u>
30 East Seventh Street, Suite 3025 Saint Paul, MN 55101	Mikaela Huot Director	651-223-3036	mikaela.huot@bakertilly.com
	Jake Emeott Senior Consultant	651-223-3002	jake.emeott@bakertilly.com
	Carter Breunig Consultant	612-876-4574	carter.breunig@bakertilly.com
	Jacquelyn Wert Senior Financial Analyst	651-223-3084	jacquelyn.wert@bakertilly.com
	Lora Martin Senior Financial Analyst	651-223-3050	lora.martin@bakertilly.com

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2025 Baker Tilly Municipal Advisors, LLC.





City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	10.B.
Agenda Section:	Regular Business	Originating Department:	Recreation
Resolution:	No	Prepared By:	Rob Baumgarn, Recreation Director
Ordinance:	No	Presented By:	Rob Baumgarn, Recreation Director
Item:	Radio Control Car Park at Pleasant View Park		

RECOMMENDED ACTION:

To develop a lease agreement with the Radio Control Park Club to construct a radio control park at Pleasant View Park.

OVERVIEW:

Members of the radio control club approached city staff about developing a radio control park in Willmar. Staff evaluated potential areas for the park, and the area near Pleasant View Park was identified as a desirable location. Staff met with representatives from Public Works, Wastewater, and Bolton & Menk to discuss the site. There were no immediate concerns about the location, provided that the proper permits are obtained and in-ground excavation is kept to a minimum.

The development, maintenance, and funding of the park will be solely the responsibility of the club.

The club is requesting feedback from the council to gauge its interest in developing the park. The club is in the process of obtaining its 501(c)(3) status and securing the necessary insurance for the park. If the council is not interested, the club will not proceed with obtaining its 501(c)(3) status or insurance.

BUDGETARY/FISCAL ISSUES:

No fiscal issues at the moment.

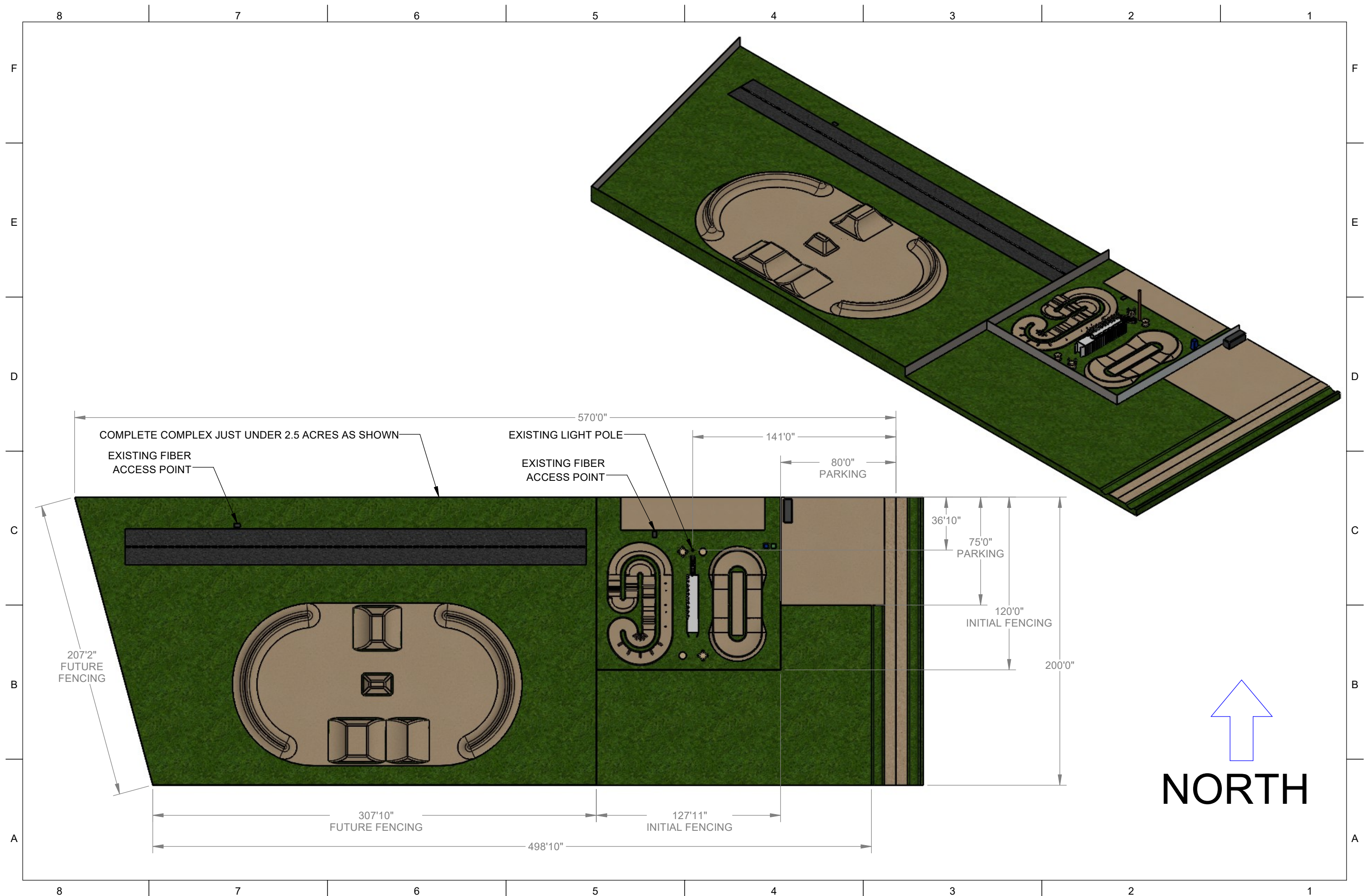
ALTERNATIVES TO CONSIDER:

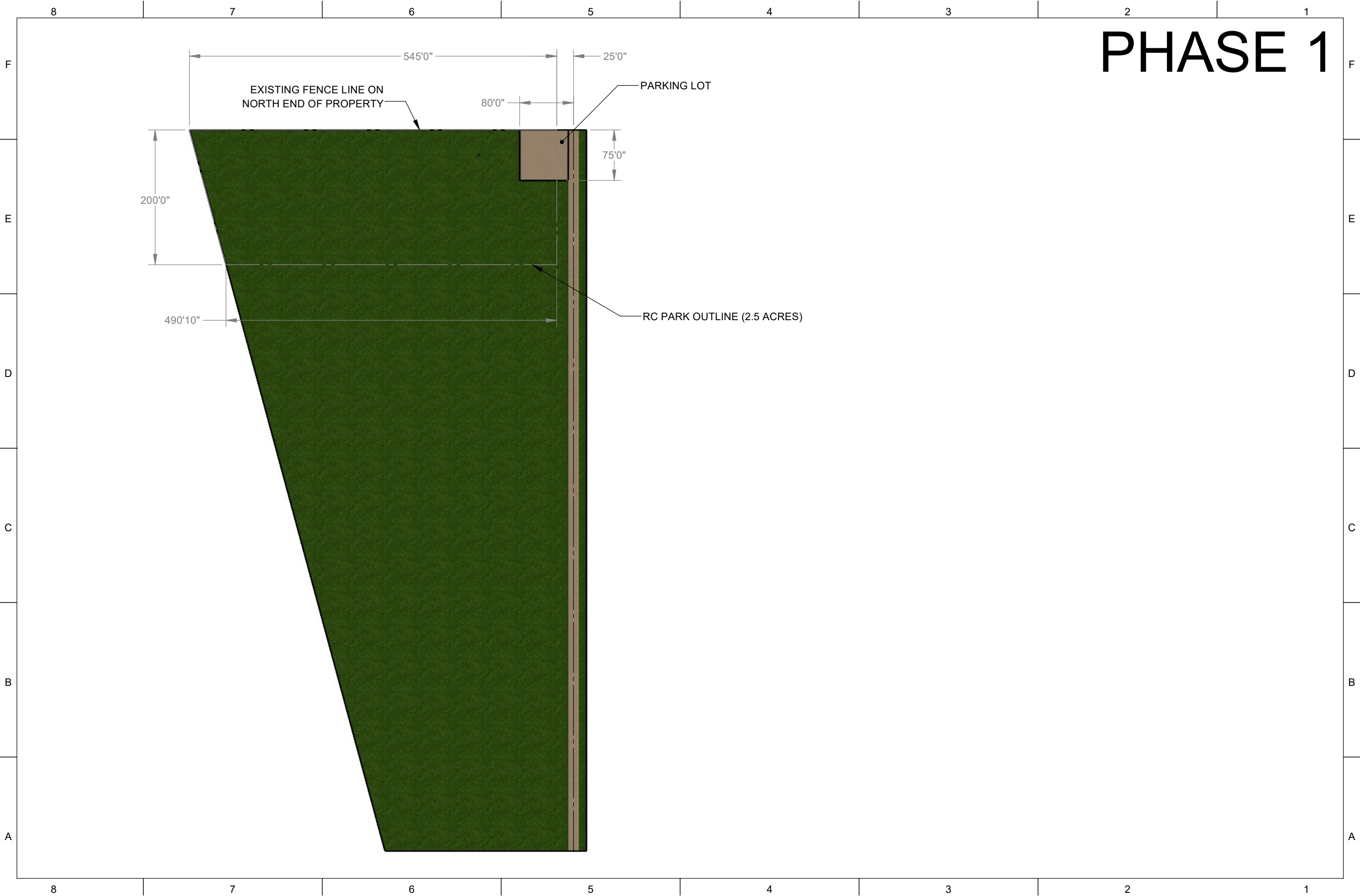
Deny the club request or offer suggestions.

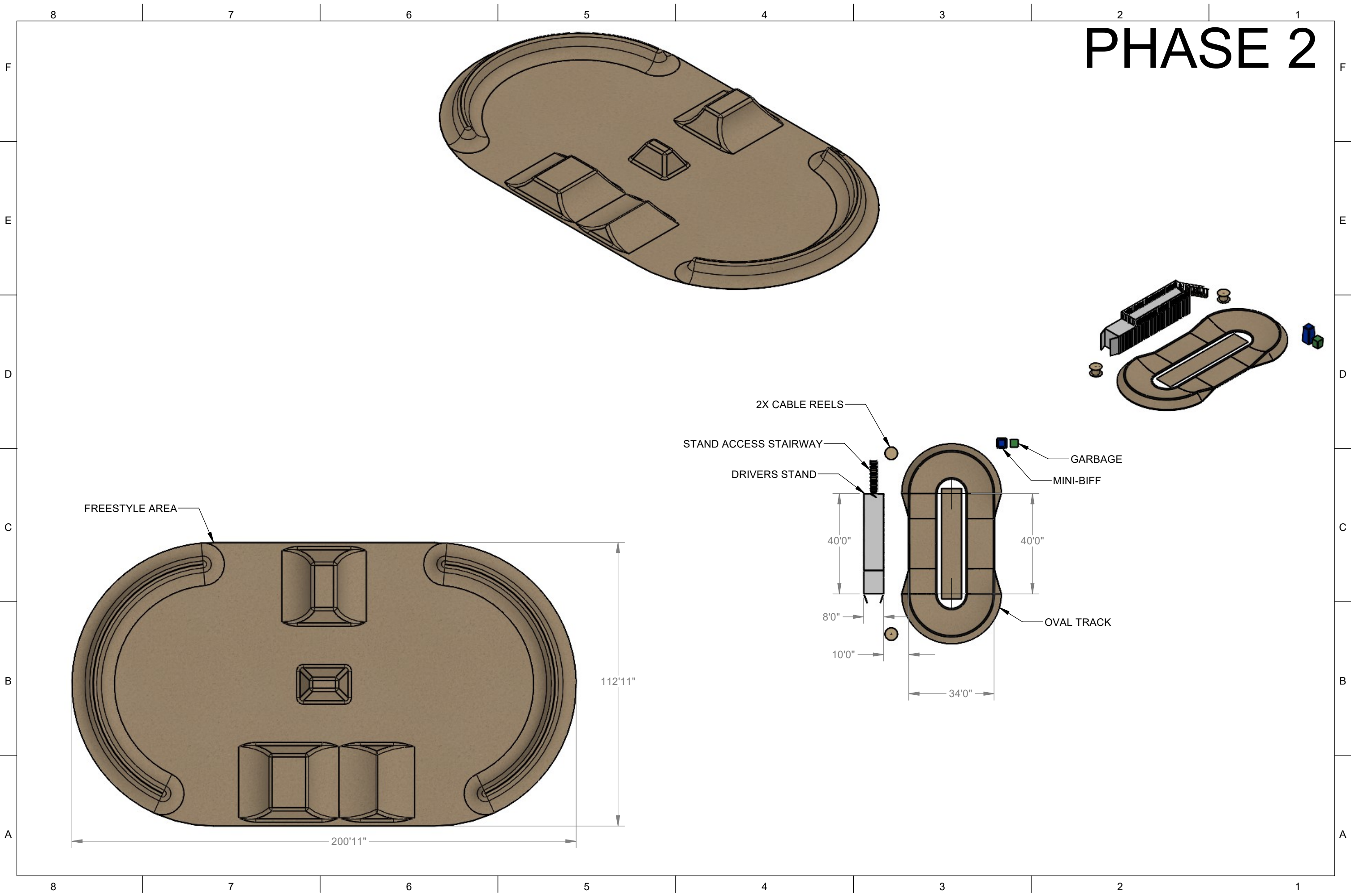
ATTACHMENTS:

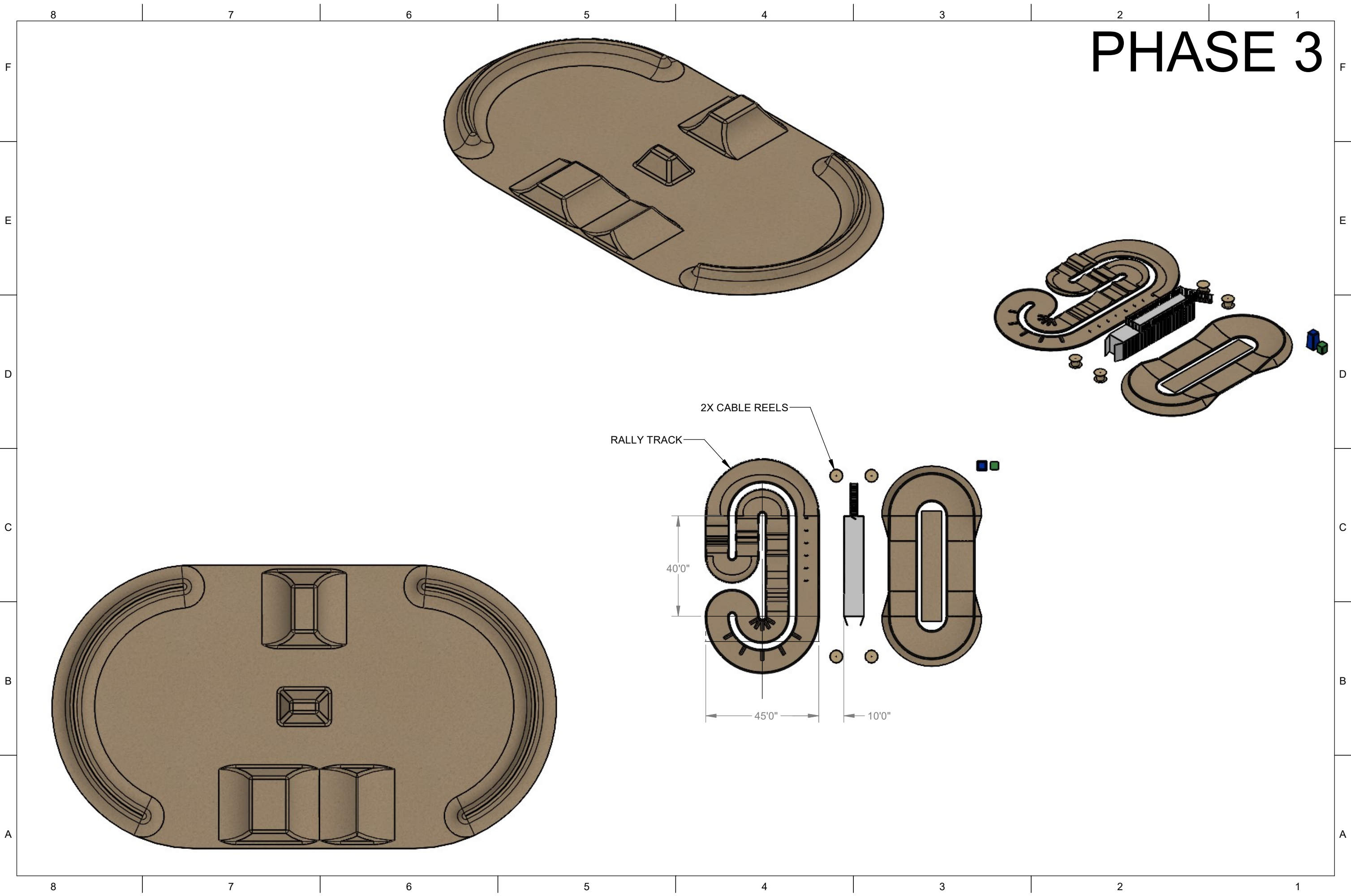
1. WRC_2D_2024-08-16

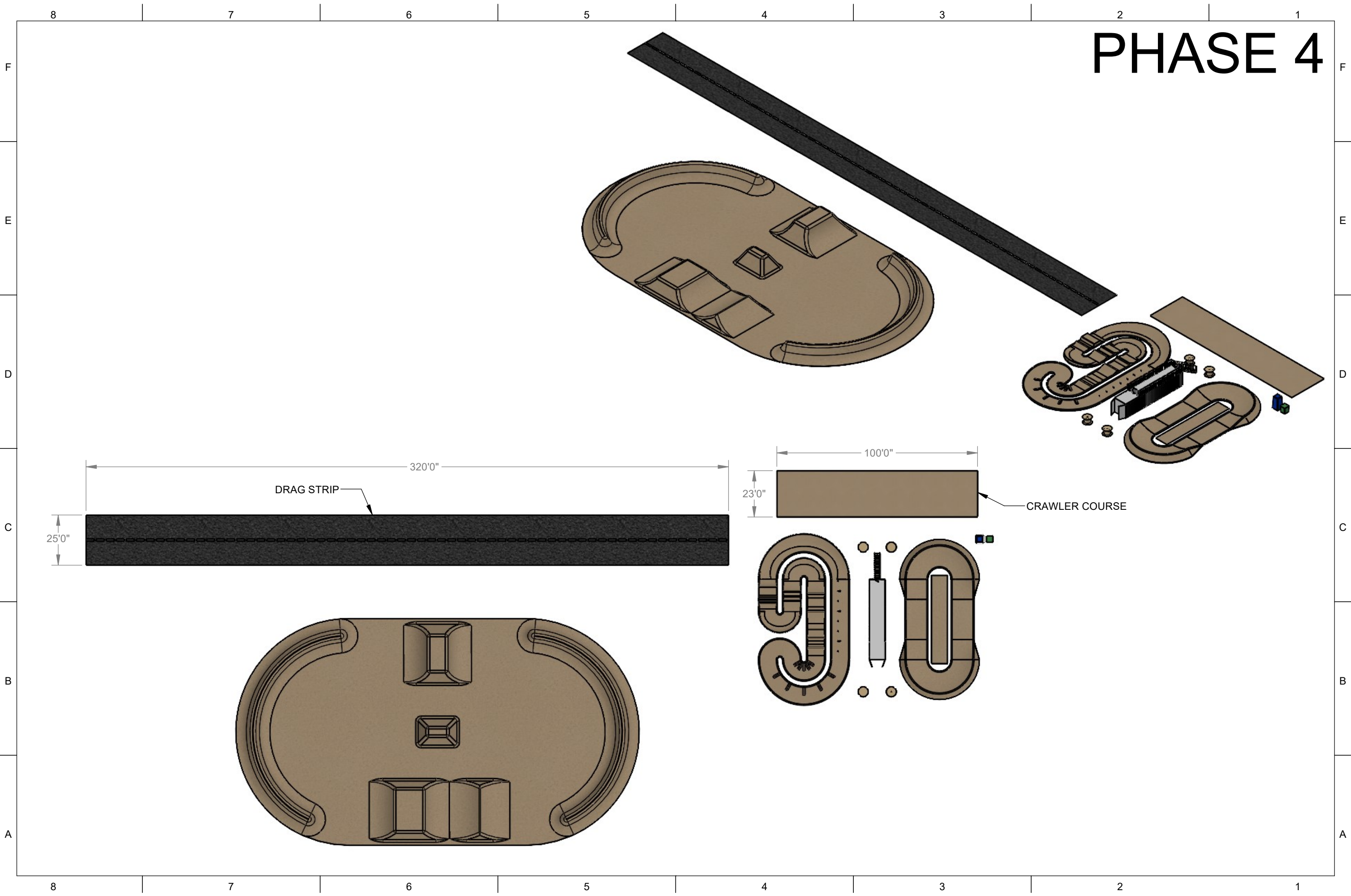
2. Willmar RC Raceway

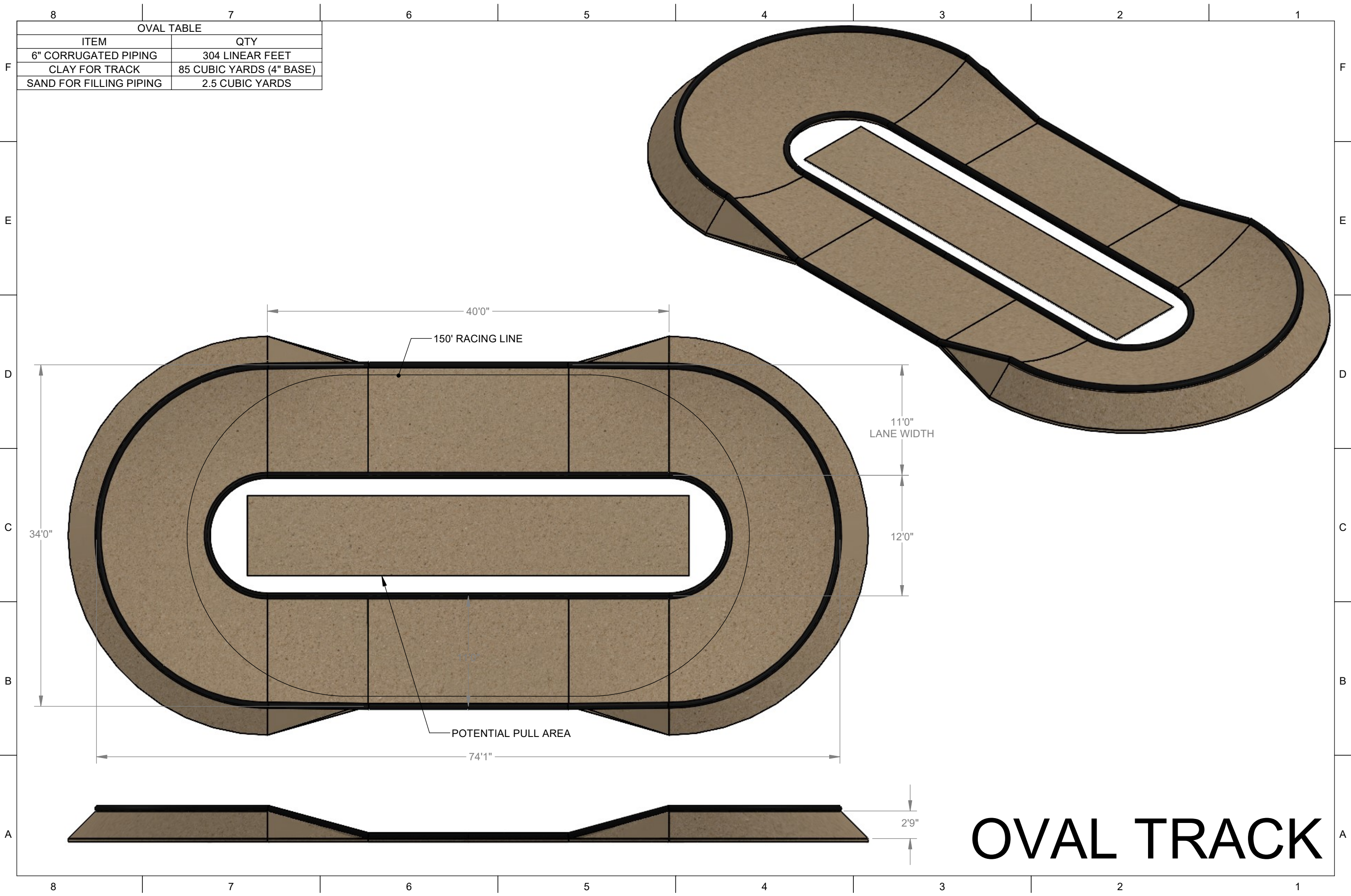




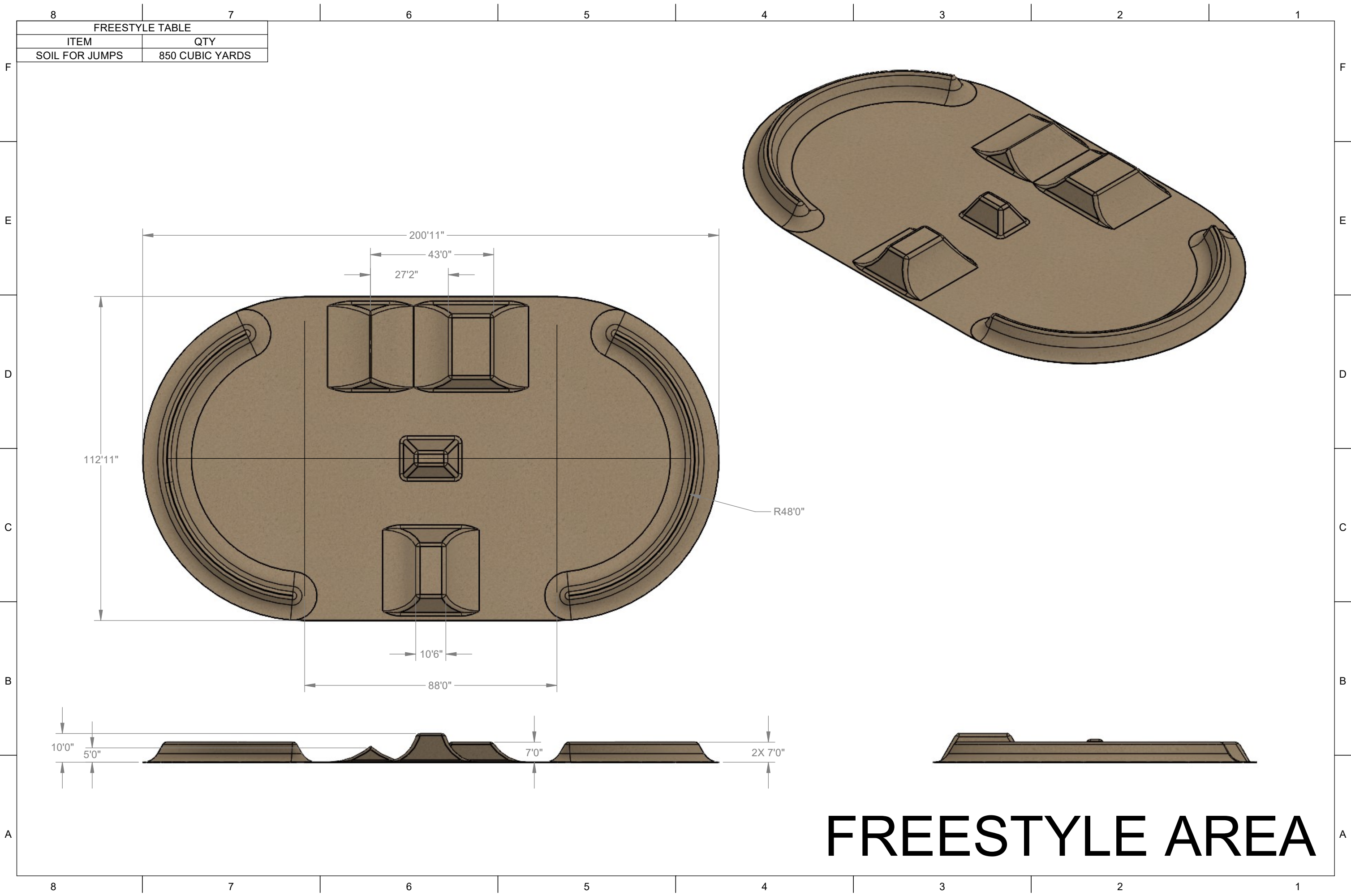


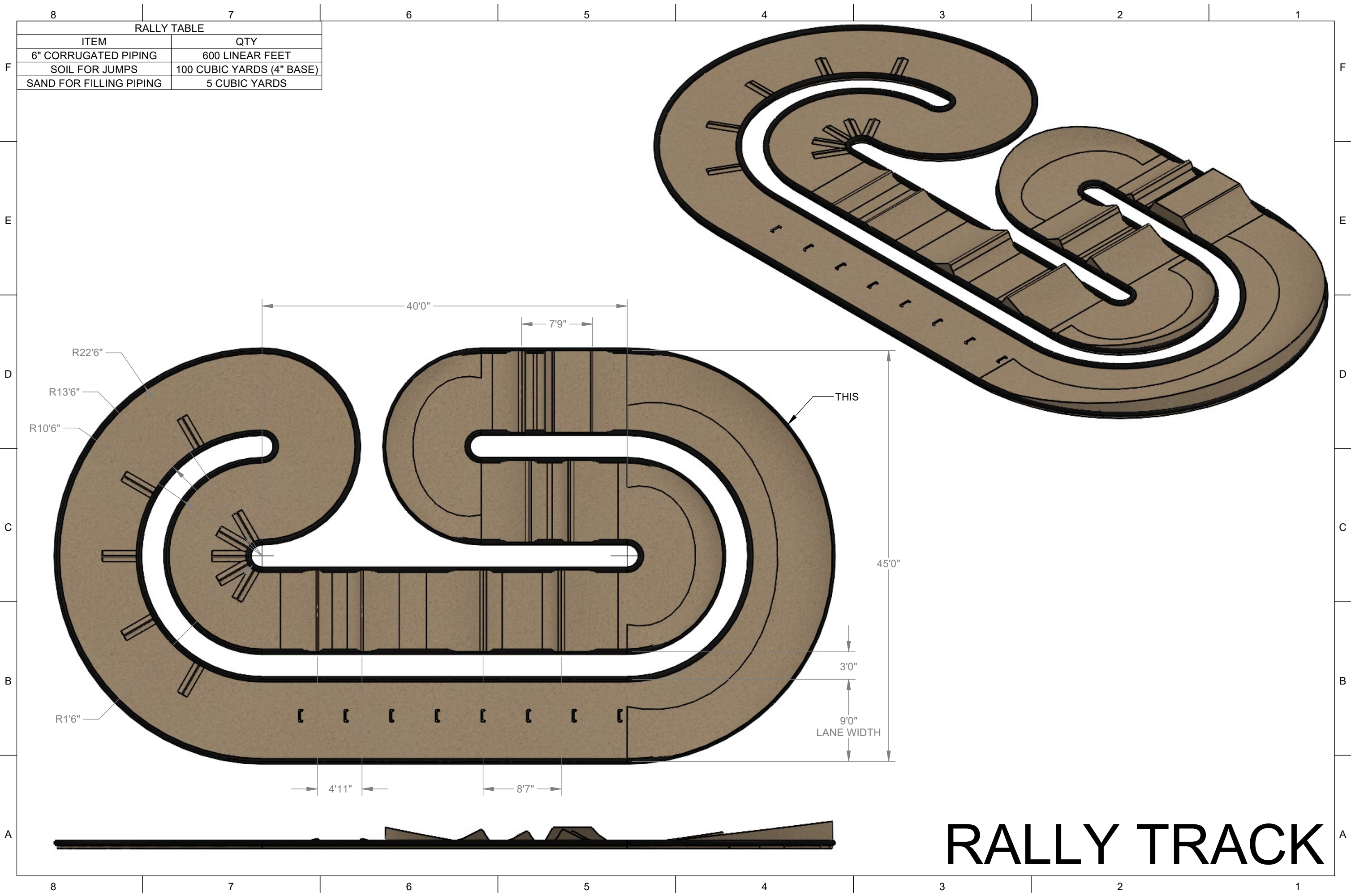


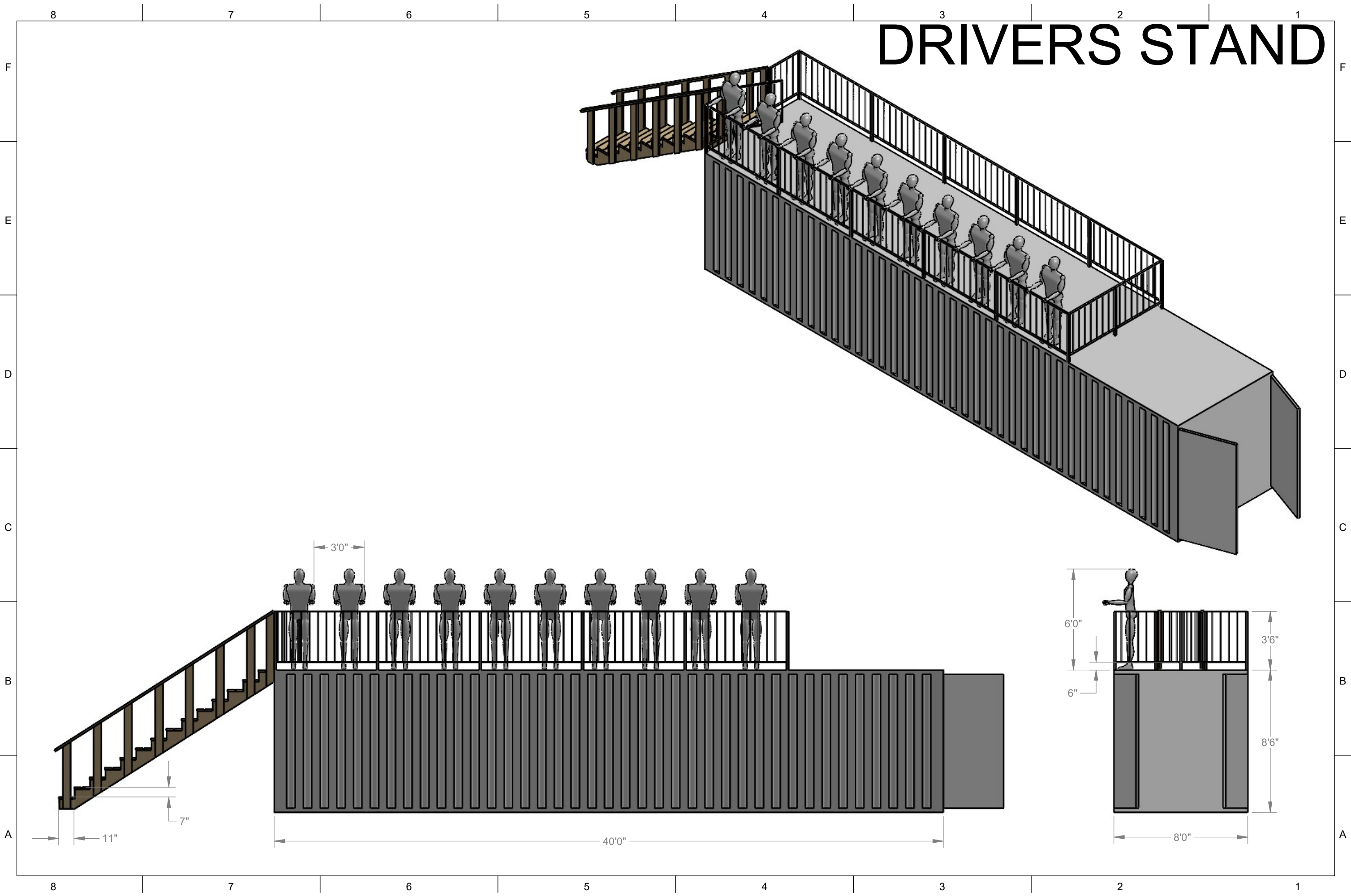


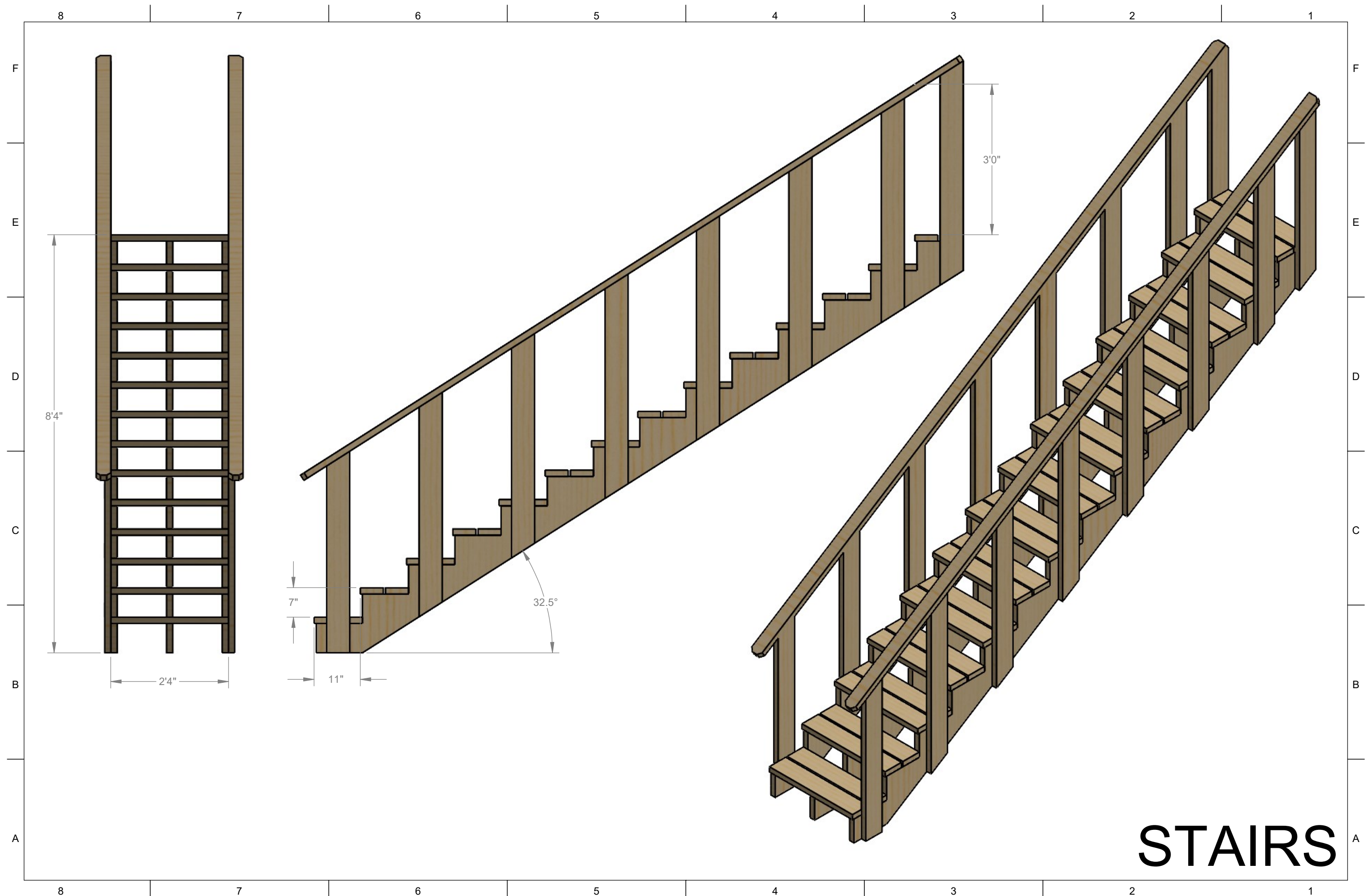


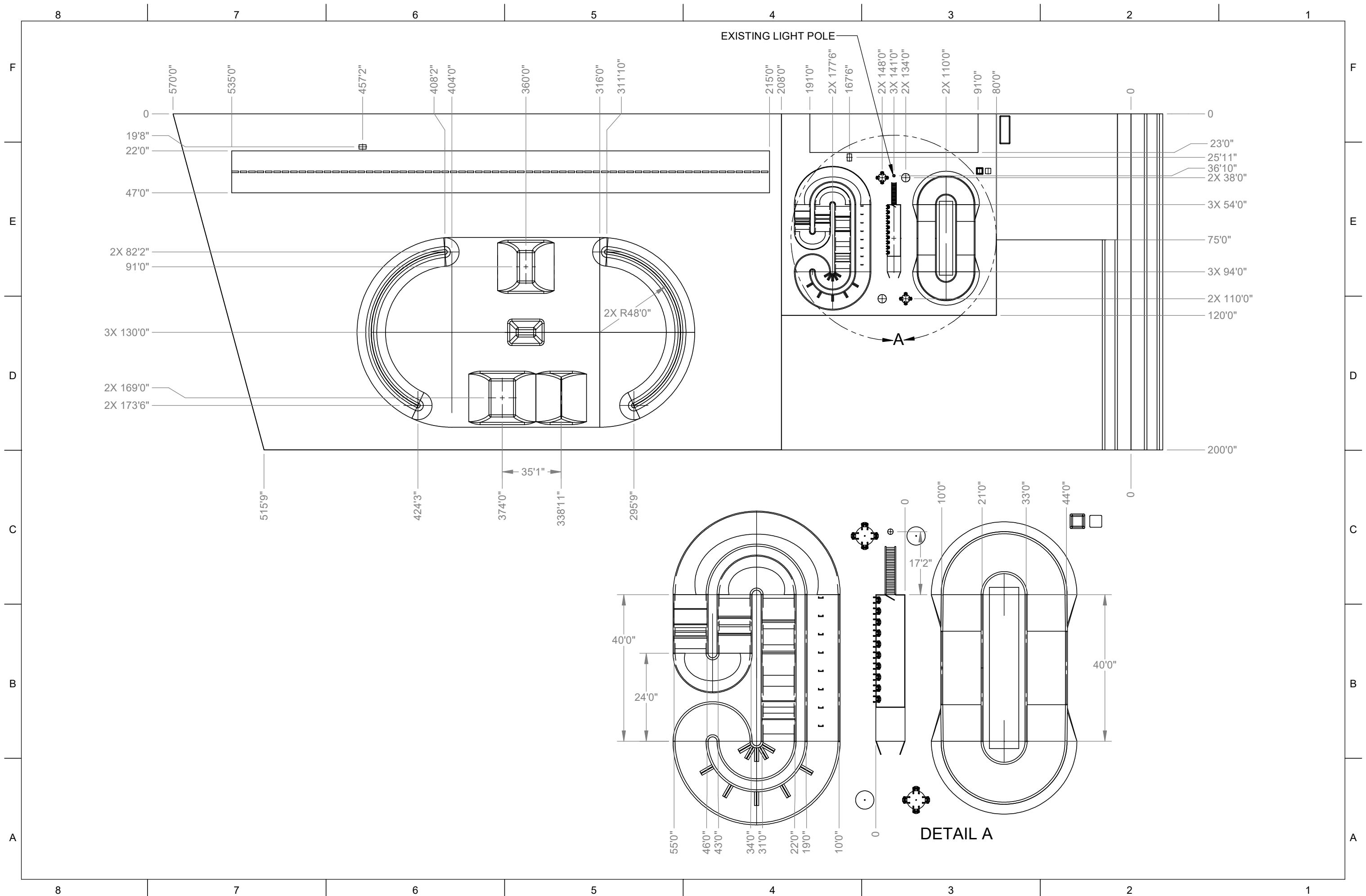
OVAL TRACK

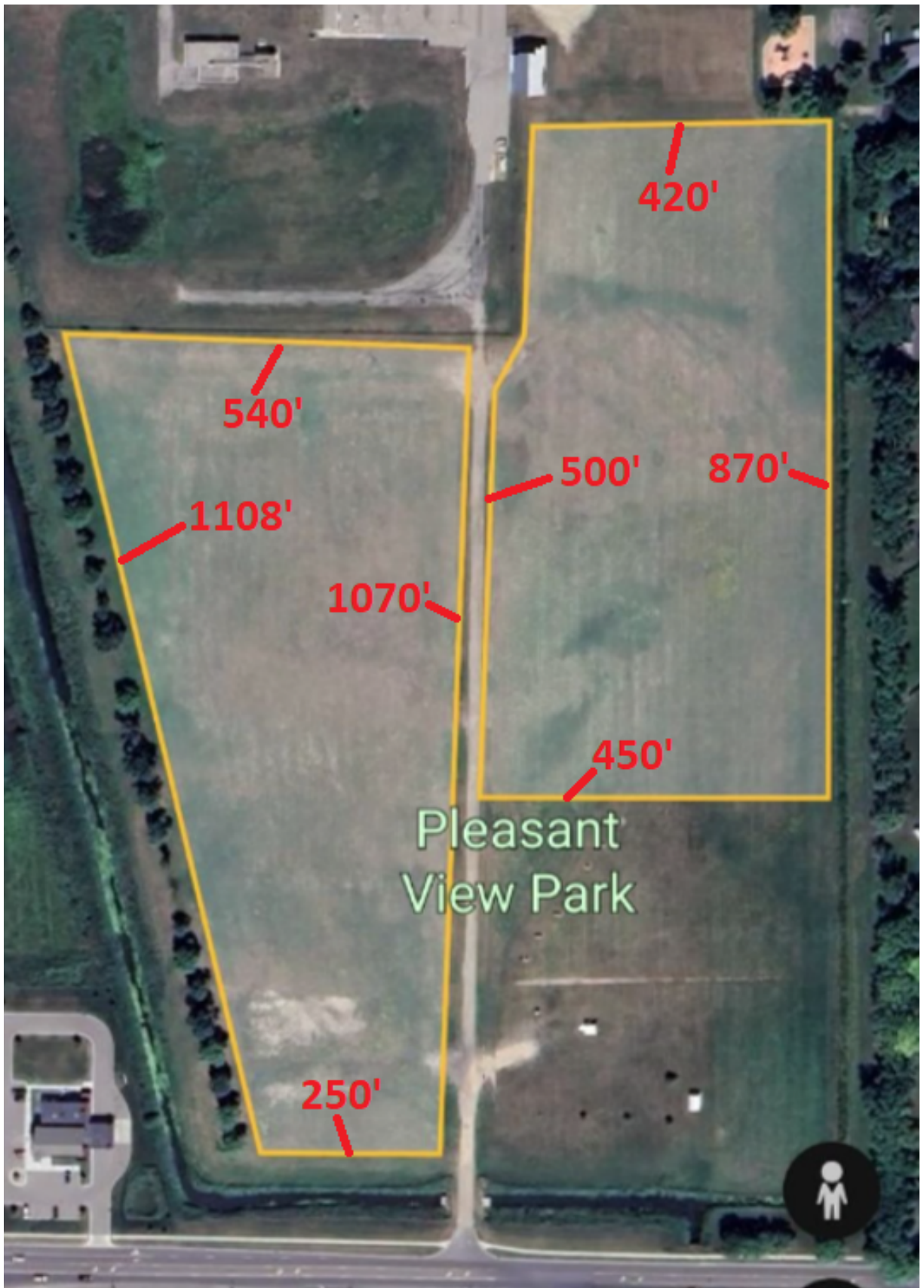
















City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	10.C.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	No	Presented By:	Christopher Corbett, Planning and Development Director
Item:	Request to Schedule a Public Hearing for Adoption of the WITH WILLMAR Comprehensive Plan		

RECOMMENDED ACTION:

Motion by: _____ Second By: _____ to schedule a Public Hearing for the adoption of the WITH WILLMAR Comprehensive Plan on Monday, June 16, 2025, at 6:30 PM, to be held at the Health and Human Services Building (2200 23rd St NE #1020, Willmar, MN 56201).

OVERVIEW:

The WITH WILLMAR Comprehensive Plan aims to guide the city's growth, development, and housing strategies. Over the past year, the plan has undergone extensive community engagement, policy evaluations, and infrastructure planning to align with Willmar's long-term goals. As the final step in the process, we ask for the City Council to hold a Public Hearing on June 16, 2025, at the Health and Human Services Building (2200 23rd St NE #1020, Willmar, MN 56201) during the Regular City Council meeting, starting at 6:30 PM. This hearing will provide an opportunity for residents and stakeholders to share feedback, and support its adoption as Willmar moves forward with key initiatives. The WITH WILLMAR Comprehensive Plan can be viewed at: <https://www.willmarmn.gov/dlh.WITH%20WILLMAR%20Comprehenhis%20Plan%20DRAFT.pdf>

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	10.D.
Agenda Section:	Regular Business	Originating Department:	Planning and Development
Resolution:	Yes	Prepared By:	Christopher Corbett, Planning and Development Director
Ordinance:	No	Presented By:	
Item:	Consideration to Approve Parking Restrictions on 7th Street Southeast from Willmar Ave Southeast		

RECOMMENDED ACTION:

Motion by: _____; Second by: _____; to approve by resolution the parking restriction on 7th Street SE, from Willmar Avenue SE to 19th Avenue SE, as recommended by the Planning Commission.

OVERVIEW:

As part of the rezoning of 1209 7th Street SE, the Planning Commission recommended restricting parking on the public street between Willmar Avenue SE and 19th Avenue SE to ensure safe and efficient traffic flow. The City of Willmar has approved the construction and use of an ambulance garage for emergency services at 1220 7th Street SE, increasing the need for unimpeded access for emergency vehicles. Additionally, Bus Barn, LLC, a bus transportation business, operates adjacent to this corridor at 1308 7th Street SE, utilizing 7th Street SE for the ingress and egress of school buses and other large vehicles. The combination of ambulance and bus traffic could be compromised by vehicles parked along 7th Street SE south of Willmar Avenue. Since the current width of 7th Street SE does not provide adequate space for parking on either side without disrupting emergency vehicle movement, the City of Willmar will impose a parking ban on both sides of 7th Street SE, from Willmar Avenue SE to 19th Avenue SE, at all times to ensure public safety and unobstructed emergency access.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 2025-___ REMOVE PARKING 7TH STREET SE
2. 2025-05-14 124785 7th Street SE Parking Restrictions
3. No Parking 7th Street SE

RESOLUTION NO. _____

**A RESOLUTION APPROVING PARKING RESTRICTIONS ON 7TH STREET SE FROM WILLMAR AVENUE TO
19TH AVENUE SE.**

Motion By: _____ Second By: _____

RELATING TO PARKING RESTRICTIONS on that portion of 7th Street SE that exists between Willmar Avenue and 19th Ave in the City of Willmar, Minnesota.

WHEREAS, the "City" has approved the use and construction of an ambulance garage for emergency services along said portion of 7th Street SE, specifically located at 1220 7th ST SE within the City of Willmar, Minnesota; and

WHEREAS, there already exists a bus transportation business, operated by Bus Barn, LLC, that is located directly adjacent to the south along 7th Street SE, with address of 1308 7TH ST SE, which already utilizes said 7th Street SE for ingress and egress of school bus and other large vehicle traffic; and

WHEREAS, the "City" has concerns, with timely emergency ambulance response being of high priority for the safety of the public, that additional ambulance traffic, paired with said bus traffic, will be threatened by vehicles parked along the portion of 7th Street SE located south of Willmar Ave; and

WHEREAS, the current width of 7th Street SE does not provide adequate space for parking on either side of the street that would not threaten the transportation of emergency ambulance services; and

NOW, THEREFORE, BE IT RESOLVED that the "City" shall ban the parking of motor vehicles on either side of that portion of 7th Street SE from Willmar Avenue to 19th Avenue SE at all times.

Dated this ____ day of _____, 2025

MAYOR

Attest:

CITY CLERK



Real People. Real Solutions.

MEMORANDUM

Date: May 14, 2025

To: Christopher Corbett
Planning and Development Director

From:  Jared Voge, P.E.
City Engineer

Subject: 7th Street SE Parking Restrictions
City of Willmar, MN
Project No.: 0W1.124785

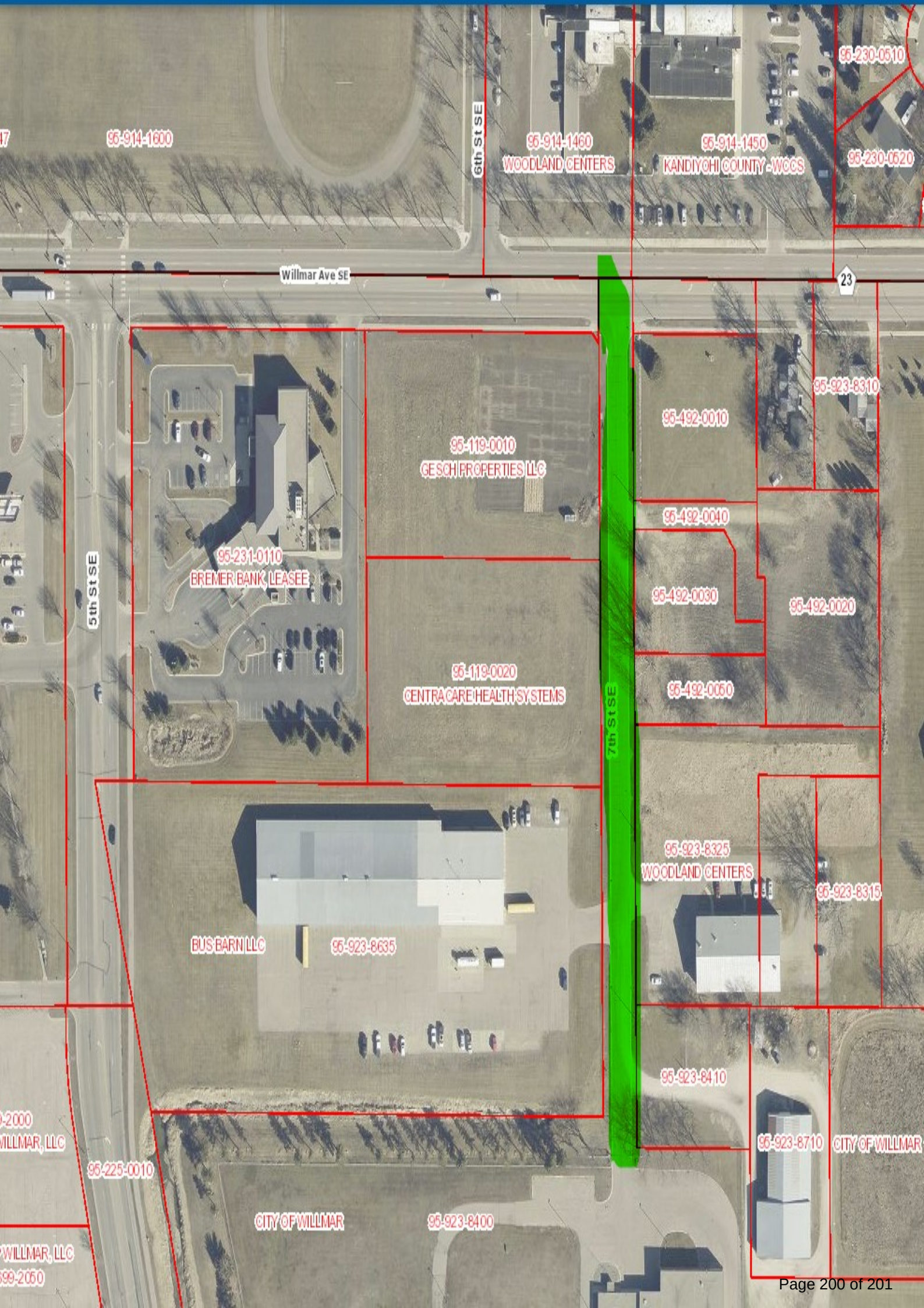
CentraCare Health Systems received plat approval for their property located at 1220 7th Street SE, just north of Willmar Bus Service. CentraCare Health Systems plans to construct an ambulance garage for emergency services on the property and is currently obtaining the required permits and approvals.

7th Street SE is approximately 28-foot in width. Based on roadway design guidance, the minimum street width for parking on one side of a street is 32-feet. In addition, with the introduction of emergency vehicles to 7th Street and the need for timely response, parking should be restricted.

We recommend that upon occupancy of the ambulance garage, that no parking be permitted along 7th Street SE between Willmar Avenue and 19th Avenue SE.

If you have any questions, please call.

JV/kp



95-914-1600

6th St SE

95-914-1460
WOODLAND CENTERS

95-914-1450
KANDIYOH COUNTY - WOODS

95-230-0510

95-230-0520

Willmar Ave SE

23

5th St SE

95-231-0110
BREMER BANK, LEASEE

95-119-0010
GESCH PROPERTIES LLC

95-492-0010

95-923-8310

95-492-0040

95-492-0030

95-492-0020

95-119-0020
CENTRA CARE HEALTH SYSTEMS

95-492-0050

7th St SE

BUS BARN LLC

95-923-8635

95-923-8325
WOODLAND CENTERS

95-923-8315

95-923-8410

95-923-8710 CITY OF WILLMAR

95-225-0010

CITY OF WILLMAR

95-923-8400

95-2000
WILLMAR, LLC

WILLMAR, LLC
95-2050



City Council Action Request

Council Meeting Date:	May 19, 2025	Agenda Item Number:	10.E.
Agenda Section:	Regular Business	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Consideration of Sunday Liquor License for VFW 1639		

RECOMMENDED ACTION:

Approve VFW 1639 Sunday Liquor License on a Roll Call Vote

OVERVIEW:

The following establishment is requesting a Sunday Liquor License for the remainder of the 2025 fiscal year:

On May 12, 2025, Police Chief Holme recommended application approval to the VFW 1639 request to hold an On-Sale Sunday Liquor License located at 1108 E Hwy 12 under the name VFW1639 dba Finstad-Week Post. This establishment is currently licensed as an On-Sale Liquor License holder with the option to hold a Sunday Liquor license.

BUDGETARY/FISCAL ISSUES:

Prorated annual \$200.00 application fee

ALTERNATIVES TO CONSIDER:

Deny the application as requested.

ATTACHMENTS:

None