



WILLMAR CITY COUNCIL MEETING

MONDAY, JUNE 2, 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 19, 2025
- B. Planning Commission Meeting Minutes of May 21, 2025_DRAFT
- C. Willmar Municipal Utilities Special Minutes May 19, 2025
- D. Willmar Municipal Utilities Draft Minutes May 27, 2025
- E. Project No. 2501-A 20th St SE Improvements Change Order No. 1
- F. Consideration of a Municipal Owned Property On-Sale Liquor License Holder Permit –Spurs Corporation
- G. City Park Special Event by On-Sale Liquor License Holder Permit—Spurs Corporation
- H. Accounts Payable Report, 5/15/2025 - 5/28/2025

Information:

- I. WMU Financial Report for March 2025
6. Approve Consent Agenda Items
7. Items Removed from Consent Agenda
8. Open Forum (Individuals Limited to Three (3) Minutes)
9. Regular Business
 - A. Project No. 2504-B Lakeland Dr Trail Funding
 - B. Rules of Decorum
10. Announcements
11. Adjourn

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

May 19, 2025
6:30 PM

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

Also present were City Administrator Leslie Valiant, Police Chief Michael Holme, Finance Director Tom Odens, Parks and Recreation Director Rob Baumgarn, Planning and Development Director Christopher Corbett, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, and City Clerk Vernae Larsen.

There were no additions or deletions to the agenda.

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

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

City Clerk Vernae Larsen reviewed the consent agenda.

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. **Resolution No. 2025-058** Local Road Improvement Program Funding Agreement
- G. **Resolution No. 2025-059** 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~~

Council Member Gardner pulled item 5N for additional discussion.

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

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

Noes None

N. Finance Report through 4/30/25 - Gardner questioned the engineering budget and asked if we will end up going over budget based on expenditures to date. Finance Director Odens addressed his concerns and explained that the expenses included some bills from last year that carried over. He also stated that it most likely will run over budget this year. Following discussion, Council Member Gardner moved to **approve Line Item 5N. Finance Report through 4/30/2025**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

Regular Business:

A. **Introduce and Call for Public Hearing on 2025 Bond Ordinance**

Mikaela Huot from Baker Tilly introduced the 2025 Bond Ordinance and called for public hearing. A motion was made by Council Member Gilbertson to **Adopt Resolution No. 2025-060 and Schedule a Public Hearing for the General Obligation Bonds Series 2025A on Monday, June 16, 2025 at 6:30 p.m.** Council Member Ask seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Shuldes
Noes None

B. Radio Control Car Park at Pleasant View Park

Parks and Recreation Director Rob Baumgarn informed the council that the City of Willmar was approached by the Radio Control Park Club interested in leasing land to construct a radio control park. Director Baumgarn would like Council approval to develop a lease agreement with the Radio Control Park Club to construct a radio control park at Pleasant View Park. Club members Corey Palveko, 1404 9th Street SW and Jake Thole, 1905 21st Street SW gave an overview of the proposed layout and uses for the park.

A motion was made by Council Member Gilbertson to develop a lease agreement with the Radio Control Park Club to construct a radio control park at Pleasant View park. Council Member Shuldes seconded the motion.

Council Member Nelsen expressed concerns over the proposed location. A healthy discussion ensued. Council Member Ask moved to table the discussion. The motion was seconded by Council Member Nelsen and failed on a roll call vote of Ayes 2, Noes 5.

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

Council Member Gilbertson moved to amend his motion to develop a lease agreement with the radio controlled park club to construct a radio control park. Council Member Shuldes seconded the amendment which carried on a roll call vote of Ayes 6, Noes 1.

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

C. Request to Schedule a Public Hearing for Adoption of the WITH WILLMAR Comprehensive Plan

Planning and Development Director Christopher Corbett announced that the WITH WILLMAR Comprehensive Plan has been finalized and will be reviewed by the Planning Commission on Wednesday, May 21. He asked that a public hearing be scheduled for the adoption of the WITH WILLMAR Comprehensive Plan. A motion was made by Council Member Fagerlie to **set 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).** Council Member Nelsen seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Shuldes
Noes None

D. Consideration to Approve Parking Restrictions on 7th Street Southeast from Willmar Ave Southeast

Planning and Development Director Christopher Corbett discussed the anticipated road congestion on 7th Street Southeast from Willmar Avenue SE to 19th Avenue SE once UCAP and the Ambulance Garage opens. He recommended council pass a Resolution approving a parking restriction for that street.

Motion was made by Council Member Gardner and seconded by Council Member Shuldes 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.

Council Member Nelsen expressed concern about the impact a parking restriction would have on those utilizing the community garden. She suggested that we hold off on a parking restriction for that street until after the gardening season is over for the year or only restrict parking on one side for now.

Council Member Ask then moved to amend the motion to allow a parking restriction on the East side of 7th Street SE. **No audible second is heard.**

Having no further discussion, Mayor Reese called for a roll call vote to **amend the motion to restrict parking on the East side of 7th Street SE from Willmar Avenue SE to 19th Avenue SE** which carried on a unanimous vote of Ayes 7, Noes 0.

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

Mayor Reese then called for a vote to **Approve Resolution No. 2025-061 Parking Restrictions on 7th Street Southeast from Willmar Ave Southeast to 19th Ave as amended.** That motion carried on a roll call vote of Ayes 7, Noes 0.

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

E. Consideration of Sunday Liquor License for VFW 1639

City Clerk Vernae Larsen requested the approval of a Sunday liquor license for the VFW

1639. Council Member Fagerlie moved to approve the **Sunday Liquor License for VFW 1639**. Council Member Shuldes seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Having no further business, Council Member Shuldes moved to **Adjourn** at 7:43 p.m. Council Member Fagerlie seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

MAYOR

Attest:

CITY CLERK

Resolution No. 2025-058

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

Motion By: Ask Second By: Shuldes

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.

/S/ Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

RESOLUTION NO. 2025-059

**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: Ask Second By: Shuldes

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

/S/ Douglas E. Reese

Mayor

Attest:

/S/Vernae Larsen

City Clerk

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:

Mayor Douglas Reese, Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Shuldes

and the following were absent:

Council Member Butterfield

Member Gilbertson introduced the following resolution and moved its adoption:

RESOLUTION NO. 2025-060
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 Gilbertson 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 irrepealable 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 Ask and upon a vote being taken thereon, the following voted in favor thereof: Council Member Ask, Council Member Nelsen, Council Member Gilbertson, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

and the following voted against the same: None

Whereupon said resolution was declared duly passed and adopted.

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 19th day of May, 2025.

/S/Vernae Larsen
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

RESOLUTION NO. 2025-061

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

Motion By: Gardner

Second By: Shuldes

RELATING TO PARKING RESTRICTIONS on the east side 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 east side 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 east side 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 the east side of that portion of 7th Street SE from Willmar Avenue to 19th Avenue SE at all times.

Dated this 19th day of May, 2025

/S/ Douglas E. Reese

MAYOR

Attest:

/S/Vernae Larsen
CITY CLERK



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	5.B.
Agenda Section:	Consent Items	Originating Department:	Planning and Development
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Planning Commission Meeting Minutes of May 21, 2025_DRAFT		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 05-21-25 Minutes Planning Commission Meeting

WILLMAR PLANNING COMMISSION
WEDNESDAY, MAY 21, 2025
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

The Willmar Planning Commission met on Wednesday, May 21, 2025, at 6:00PM at City Hall.

Members Present: 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); Taylor Marcus (Marcus Const.); Pre Htoo (Applicant); Curtis DeGrote (Public); and Ellary Shipman (Public).

1. Chair Buzzeo called for order at 6:00PM.
2. Roll Call.
3. Additions/Deletions: None.
4. Minutes:
 - 4.1. Planning Commission Meeting Minutes for May 7, 2025: **Commissioner Holwerda motioned to approve the minutes, seconded by Commissioner Newberg, and passed unanimously.**
5. General Public Testimony:

Ellary Shipman of Willmar, MN, presented her vision for "Henlee Haven," a new wedding and event venue proposed for Parcel 95-872-1050. She described the need for such a facility in Willmar, citing limited current options. Henley Haven would accommodate at least 250 guests and host various community events. Features would include indoor/outdoor ceremony spaces, bridal/groom suites, bars, and a prep kitchen. Ms. Shipman noted the proposed location in an industrial park is near a pond, which she finds appealing. Her ideal timeline is two years, with an estimated building size of 8,750 sq ft. She discussed potential liquor license and catering options. City staff noted the parcel is in an industrial park, previously marketed for industrial use. Staff clarified that the sale of public land would require a recommendation from the Planning Commission to the City Council.

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 applied for a minor subdivision of the Uptown Mall area, specifically for the JCPenney anchor. The subdivision involves the JCPenney anchor (Lot 2) and adjacent stalls connected to JCPenney (Lot 3), with the remainder of the mall as Lot 1. The Planning Commission had previously decided to move forward without requiring a public hearing for the minor subdivision. City staff recommended approval conditioned on clearing up minor issues outlined in the engineering letter. A covenant and easement agreement was noted as a step towards managing parking and access. The Commission reviewed and made affirmative findings of fact for a minor subdivision.

Commissioner Poe motioned to approve the minor subdivision, seconded by Commissioner Holwerda. 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.

Pre Htoo, representing Karen Unity, LLC, requested a conditional use permit for a home occupation to assist the Karen community with immigration and other general documentation. Mr. Htoo stated the business would see clients (one family/individual at a time) by appointment only, estimating one to two clients per month initially, potentially growing. He clarified he has another primary job and this LLC is a paid service he owns as a secondary job. Departmental reviews had no substantial comments, and parking was not a concern due to limited customer flow.

A public hearing was opened at 6:25PM. Curtis DeGrote voiced concerns about having a business in a residential area and the potential for the business to grow beyond initial estimates, leading to more traffic. The public hearing was closed at 6:37 PM.

The Commission discussed potential conditions regarding parking, hours, number of appointments, and a mechanism for the City to address complaints or revoke the CUP if issues arise. The seven findings of fact for a conditional use permit were read.

Commissioner Newberg motioned to approve the Conditional Use Permit based on the seven findings of fact governing concerns, seconded by Commissioner Poe. The motion passed with Commissioners Poe, Newberg, and Holwerda voting aye, and Chair Buzzeo voting nay. A copy of the findings of fact was provided to Mr. Htoo and Mr. DeGrote.

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 applied for a plan review for a fast-food restaurant with a dedicated pickup lane (orders placed ahead via app/call, not at a drive-thru speaker). The building will have some indoor seating. The pickup lane will enter from the east near Caribou Cabin and exit onto 2nd St S; primary ingress/egress for parking and indoor seating would be via a new drive on Monongalia Ave. Aesthetics will match the Legacy Commons building. City staff noted the engineering letter had

general comments (grading, lighting, landscaping plans) but no objections to the use. Multiple Commissioners expressed concerns about the pickup lane exiting onto 2nd St S, citing potential traffic congestion, public safety issues, and accelerated street degradation. The Commission discussed traffic flow, comparisons to other businesses with secondary street access (Walts, Jimmy John's, Subway), current zoning (General Business-1), and the trend of commercial development extending towards 2nd Street. City engineering had no specific comments on the 2nd Street exit concern. Following discussion, the Commission made affirmative findings of fact for the approval of the Plan Review.

Commissioner Holwerda motioned to approve the Plan Review, seconded by Commissioner Poe. The motion passed, with Commissioners Poe, Newberg, and Holwerda voting aye, and Chair Buzzeo voting nay.

6.2 PLATS

None.

6.3 BRIEFINGS

None.

7. DIRECTOR'S REPORT

Planner Frank announced that a public hearing and request for official recommendation of the comprehensive plan is scheduled for the next Planning Commission meeting on June 4, 2025. The final draft is anticipated before the next meeting and will be forwarded to Commissioners. The plan is scheduled to go before the City Council for public hearing and approval on June 16th, 2025.

8. MISCELLANEOUS

9. ADJOURN

Commissioner Newberg moved to adjourn the meeting, seconded by Commissioner Holwerda, and passed unanimously. The meeting was adjourned at 7:15PM.

**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

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

ROCKSTEP PLAZA THIRD ADDITION

KNOW ALL MEN BY THESE PRESENTS: that Rockstep Willmar, LLC, a Texas limited liability company, owner and proprietor of the following described property, situated in the County of Kandiyohi, State of Minnesota, described as follows, to-wit:
Lot 3, Block 1, ROCKSTEP PLAZA SECOND ADDITION as of public record, Kandiyohi County, Minnesota.

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____.

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____.

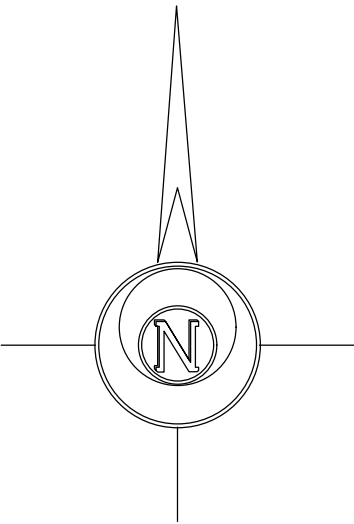
KANDIYOHI COUNTY AUDITOR _____

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. _____.

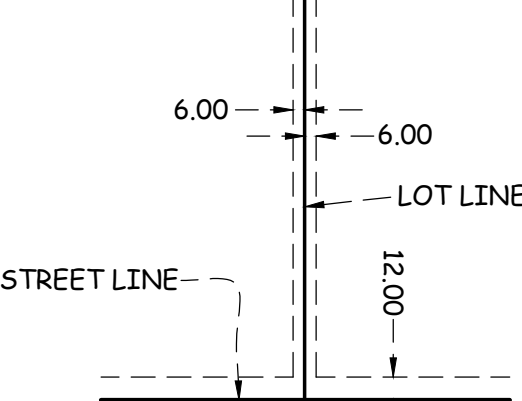
KANDIYOHI COUNTY RECORDER _____

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



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 23, TOWNSHIP 119, RANGE 35, HAVING AN ASSUMED BEARING OF N 00°00'05" E



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: BEING 6 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING 12 FEET IN WIDTH AND ADJOINING STREET LINES, UNLESS OTHERWISE SHOWN.

5th STREET SOUTHWEST RIGHT OF WAY PLAT NO. 1
CENTER OF COUNTY DIST. OF NO. 21A
SE 1/4 NW 1/4
2ND ADD.

PARCEL 1
PARCEL 2
PARCEL 3

BLOCK TWO

GESCH ACRES
BLOCK ONE

BLOCK 1

SECOND ADDITION

ROCKSTEP PLAZA

NOT PLATTED
PLAZA OUTLOT A

KANDI
BLOCK ONE

NOT PLATTED

BLOCK ONE
SOUTH LINE OF GESCH ACRES

GESCH ACRES

- Legend
- INDICATES IRON MONUMENT FOUND
 - INDICATES IRON MONUMENT PLACED WITH REGISTRATION NO. 42300 INSERTED THEREIN
 - INDICATES KANDIYOHI COUNTY CAST IRON MONUMENT

BLOCK 1

1
27.04 Acres ±

2
5.00 Acres ±

3
0.22 Acres ±

ROCKSTEP PLAZA
BLOCK ONE
FIRST ADDITION

NOT PLATTED
NW COR. ROCKSTEP PLAZA SUBDIV.

ROCKSTEP
BLOCK ONE
PLAZA
SUBDIVISION

NE COR. ROCKSTEP PLAZA SUBDIV.

NW COR. GESCH ACRES 2ND ADD.

NORTH LINE OF GESCH ACRES 2ND ADD.
WEST LINE OF GESCH ACRES 2ND ADD.

19TH AVE.

SE

199.01 N 89°30'56" W

45.00 N 89°30'56" W

229.61 N 89°30'56" W

N 89°30'56" W 175.00

N 00°00'05" E 160.00

351.02 S 89°59'55" E

N 00°00'05" E 266.05

261.29 N 89°30'56" W

328.01 S 00°00'05" W

599.19 S 00°00'00" E

515.17

84.02

358.89 N 89°56'14" W

458.15 N 00°00'01" E

109.90

43.21

N 89°54'06" W

N 00°00'05" E 188.03

S 13°55'28" E 340.00

299.48

S 89°58'26" W 756.48

457.00

N 00°03'00" E 504.33

181.50 N 89°57'00" W

N 00°03'00" E 181.63

N 00°29'04" E 213.00

N 00°00'05" E 168.80

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

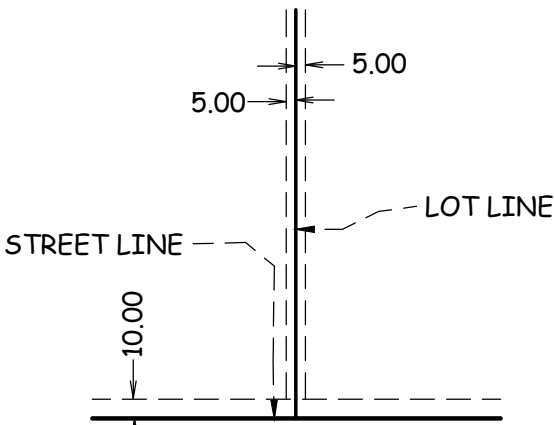
LEGAL DESCRIPTION

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

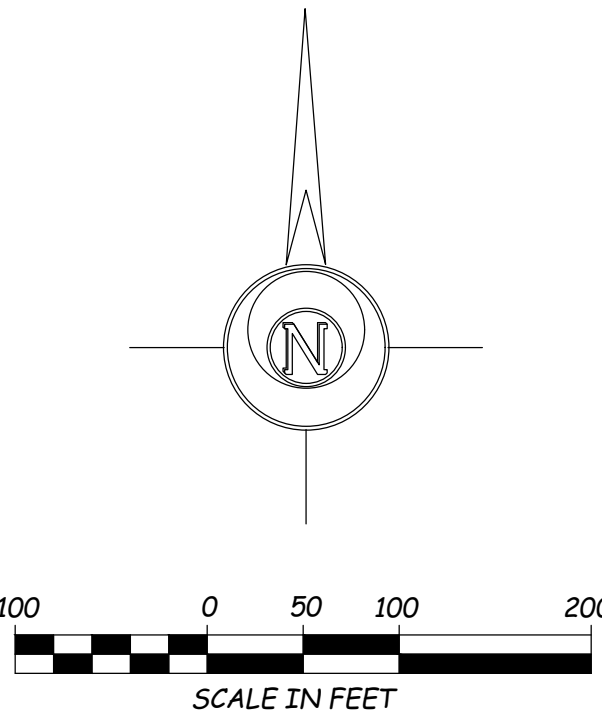
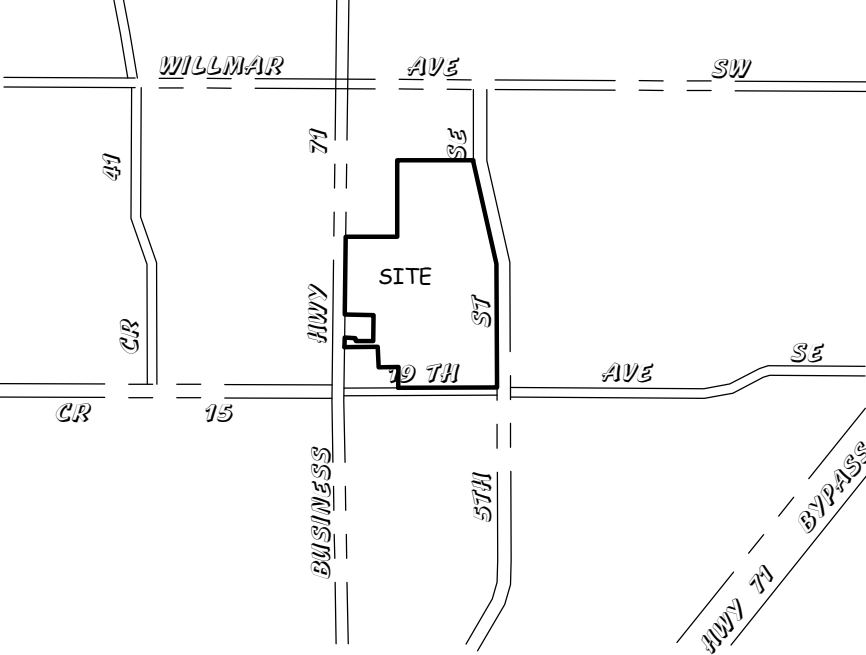


DRAINAGE AND UTILITY EASEMENTS

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 pick up 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.

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May 20, 2025

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

Via e-mail: cfrank@willmarmn.gov

RE: Rockstep Plaza 3rd Addition
City of Willmar, Minnesota
Project No.: OW1.124785

Dear Christopher,

We have reviewed the preliminary and final plats for the Rockstep 3rd Addition which were sent via an email dated May 12, 2025. We have the following comments:

1. The area of Lot 1 on the preliminary plat is 26.96 acres while the same lot on the final plat is 27.04 acres. The area of Lot 1 shall be reconciled between the plats and adjusted as appropriate.
2. Block 1 should be labeled on the preliminary plat.
3. The preliminary plat should include the western dimension of Lot 1. The final plat identifies the dimension as 504.33.
4. The preliminary plat easement legend shall match the final plat easement legend such that drainage and utility easements are 6-feet along common lot lines and 12-feet adjacent to public right of way.
5. The preliminary plat appears to identify setback lines however, it is not clear since the legend does not include a building setback line type. The preliminary plat legend shall be updated.
6. The preliminary and final plats shall identify easements around the perimeter of all proposed lot lines.

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

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

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

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

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

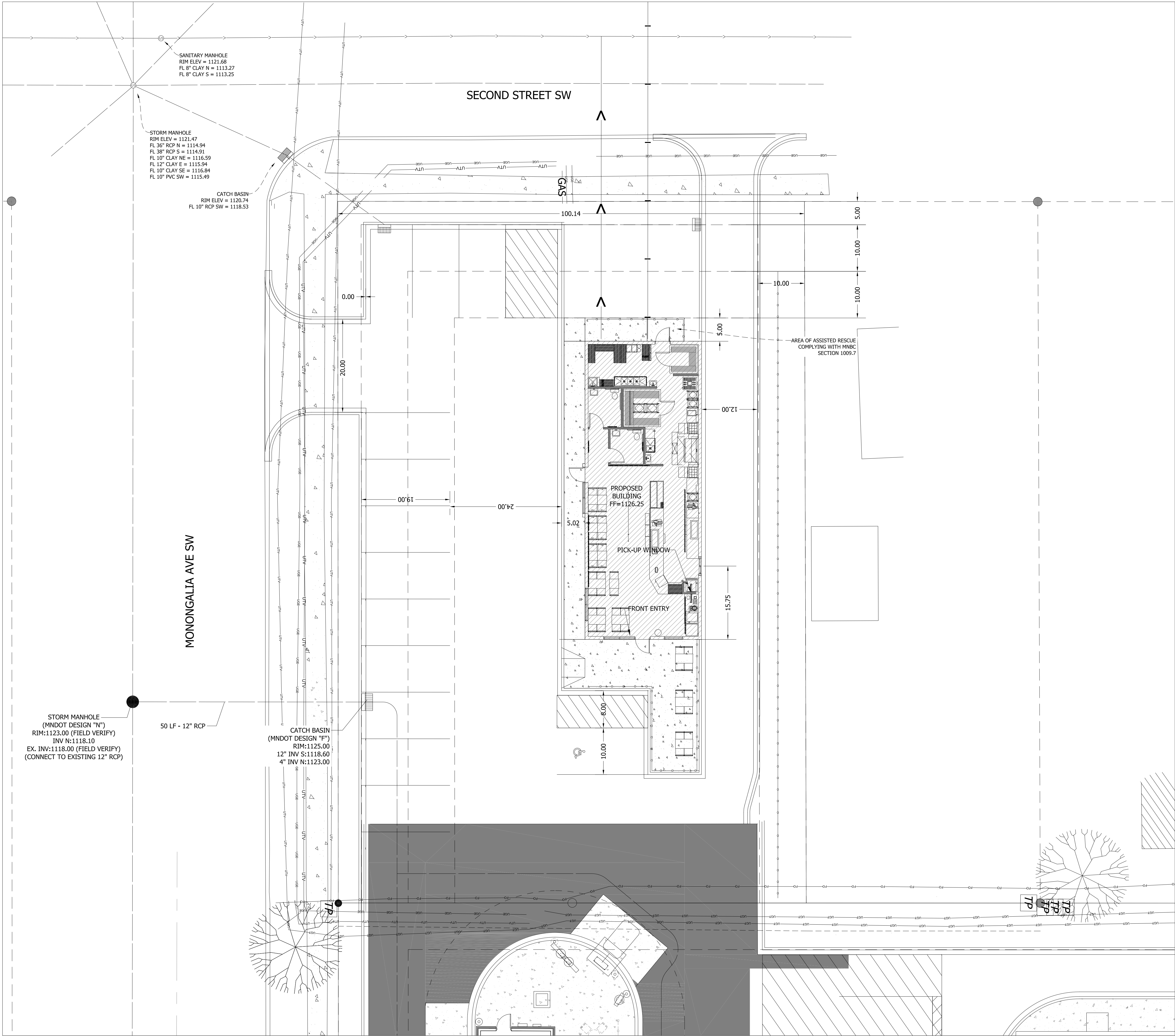
May 05, 2025

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.



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

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

May 20, 2025

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

Via e-mail: cfrank@willmarmn.gov

RE: 602 1st Street South Restaurant
City of Willmar, Minnesota
Project No.: OW1.124785

Dear Christopher,

We have reviewed the site plan submitted for the above-referenced project which was sent via an email dated May 12, 2025. We have the following comments:

1. The applicant shall be responsible for obtaining all permits required for the improvements.
2. A survey illustrating property boundaries, easements, existing utilities/improvements, and elevations shall be submitted for review.
3. The applicant shall submit a site/paving/stripping plan for review by the City of Willmar.
4. The applicant shall submit an erosion control plan for review by the City of Willmar.
5. The applicant shall submit a grading plan for review by the City of Willmar.
6. The applicant shall submit a utility plan for review by the City of Willmar.
7. The applicant shall submit storm sewer sizing calculations for review by the City of Willmar.
8. The applicant shall submit construction details for review by the City of Willmar.
9. The applicant shall submit a landscaping plan for review by the City of Willmar.
10. The applicant shall submit a lighting plan for review by the City of Willmar.

We recommend that the above requested information be submitted prior to a building permit being issued for the improvements.

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

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

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 Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	5.C.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Willmar Municipal Utilities Special Minutes May 19, 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 5.19.25 Special MUC Meeting Minutes

SPECIAL UTILITIES COMMISSION MEETING

Meeting Minutes – May 19, 2025

11:45 – WMU Auditorium

The Municipal Utilities Commission (MUC) held its regularly scheduled meeting on Monday, May 19, 2025, at 11:44 a.m. in the WMU Auditorium. Commissioners present included Shawn Mueske, John Kennedy, Patricia Elizondo, Terrill Sieck, Carol Laumer, and Commissioner Dave Baumgart. Commissioner Bruce DeBlieck was absent.

Also present were General Manager Jeron Smith, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Coordinator Mike Sangren, Line Distribution Supervisor Ed Zurn, City Council Liaison Tom Gilbertson, Executive Secretary Abby Ahrendt, City Attorney Robert Scott (via teleconference), and WC Tribune journalist Jennifer Kotila.

The meeting was called to order with the recitation of the Pledge of Allegiance. Commission President Mueske then asked if there were any additions or changes to the agenda as presented. General Manager Smith provided clarification on the highlighted line items in the bill payment list. Following review and discussion, President Mueske called for a resolution on the consent agenda. Commissioner Laumer made a motion to approve the consent agenda, which was seconded by Commissioner Baumgart.

RESOLUTION NO. 18

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

- ❖ Minutes from the April 28, 2025 MUC Meeting Minutes;
- ❖ Minutes from April 28, 2025 Labor Committee Minutes; and,
- ❖ Bills represented by vouchers No. 20250655 to No. 20250762 and associated wire transfers inclusive in the amount of \$226,254.72.”

Dated this 19th day of May 2025.

President

Attest:

Secretary

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

Finance & Office Services Supervisor Prekker presented the March 2025 Financial Reports, including a summary of the Investment Portfolio as of March 31, 2025. The report covered operating revenues, expenses, retained earnings, and comparative data for both the Electric and Water Divisions.

Four WMU representatives, including three staff members and one commissioner, attended the 2025 MRES Annual Meeting held May 7–8. The event focused on collaboration, education, and advocacy for public power. Key highlights included a financial update demonstrating MRES’s strong fiscal position, updates on potential impacts from the discontinuation of federal programs such as LIHEAP and Energy Star, and concerns regarding budget cuts affecting WAPA and the Army Corps of Engineers. Janell Johnson represented WMU on a panel highlighting the Key Account Program and community outreach initiatives. Keynote speaker Mark Mayfield delivered a presentation on the importance of team diversity. Additionally, Line Distribution Supervisor Zurn provided an overview of the Light Up Navajo VI project—which brings electricity to homes on the Navajo Nation—and expressed strong interest in WMU exploring future participation in this initiative that aligns with the mission of public power and community service.

General Manager Smith informed the Commission that WMU will soon transition from its current meeting management system, Call to Order, to CivicPlus. The Commission viewed a brief overview video highlighting key CivicPlus features, including enhanced agenda management, a more user-friendly public interface for accessing meeting materials, and streamlined communication tools for staff and commissioners. Although a specific launch date has not yet been set, Smith indicated that the transition is forthcoming and assured the Commission that comprehensive training will be provided prior to implementation.

General Manager Smith shared recent operational and community highlights. A windstorm last week caused a brief outage affecting approximately 1,700 customers for 30 minutes. He reminded the Commission that WMU and the City of Willmar offer an online tool to report streetlight outages. WMU recently participated in community events such as Touch a Truck and Healthy Kids–Healthy Earth. Smith also informed the Commission of upcoming events, including the Solar Dedication, a Labor Committee Meeting, the APPA National Conference, the MMUA Summer Conference, and the MRES Leadership Academy. He noted that the next Commission meeting will be held on Tuesday, May 27 due to Memorial Day, and that the Line and Water Departments will observe summer hours of 7:00 a.m. to 3:30 p.m. through Labor Day.

There being no further business, Commissioner Kennedy moved to adjourn the meeting. Commissioner Baumgart seconded the motion, which carried unanimously with a vote of six ayes and zero nays. The meeting was adjourned at 12:37 p.m.

Respectfully Submitted,

WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Secretary



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	5.D.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	Willmar Municipal Utilities Draft Minutes May 27, 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. 5.27.25 MUC Meeting Minutes

The Municipal Utilities Commission (MUC) held its regularly scheduled meeting on Monday, May 27, 2025, at 11:45 a.m. in the WMU Auditorium. Commissioners present included Shawn Mueske, John Kennedy, Patricia Elizondo, Terrill Sieck, Carol Laumer, Dave Baumgart, and Bruce DeBlieck.

Also present were General Manager Jeron Smith, Director of Administration Janell Johnson, Finance & Office Services Supervisor Andrea Prekker, Facilities & Maintenance Supervisor Kevin Marti, Information Systems Coordinator Mike Sangren, City Council Liaison Tom Gilbertson, Executive Secretary Abby Ahrendt, City Attorney Robert Scott (via teleconference), and WC Tribune journalist Jennifer Kotila.

The meeting was called to order with the recitation of the Pledge of Allegiance. Commission President Mueske asked if there were any additions or changes to the agenda as presented. General Manager Smith provided clarification on the highlighted line items in the bill payment list. Commissioner DeBlieck encouraged commissioners to share any input regarding General Manager Smith's upcoming six-month review. President Mueske asked whether there would be standardized questions, to which Commissioner DeBlieck responded that while a few have been identified, additional suggestions or comments are welcome. Following review and discussion, President Mueske called for a resolution on the consent agenda. Commissioner Laumer made a motion to approve the consent agenda, which was seconded by Commissioner Baumgart.

RESOLUTION NO. 19

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

- ❖ Minutes from the May 19, 2025 Special MUC Meeting;
- ❖ Minutes from May 22, 2025 Labor Committee Meeting; and,
- ❖ Bills represented by vouchers No. 2025063 to No. 20250832, including associated wire transfers, in the amount of \$2,170,882.85."

Dated this 27th day of May 2025.

President

Attest:

Secretary

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

Facilities & Maintenance Supervisor Marti provided an update on the 2024 WMU Strategic Plan, originally approved by the Commission on May 28, 2024. The plan outlines strategic actions aligned with Commission priorities, including assigned teams and timelines. He reported steady progress toward the strategic goals outlined in the plan.

General Manager Smith provided a recap of the Governance Committee meeting, summarizing key discussion points from items 1 through 8. He also shared highlights from the April MRES Board Summary and introduced the Marshall Solar Press Dedication Release. Smith noted this represents a significant milestone for WMU, as it marks the utility's first contract involving battery storage powered by solar energy.

Commissioner Mueske added that the office of Robert Scott has completed an initial review of the bylaws to help guide necessary revisions. Once the proposed updates are finalized in collaboration with the Governance Committee, the document will undergo a secondary review to ensure accuracy and alignment with WMU's governance framework before being presented to the Commission.

Upcoming events to note:

- ❖ APPA National Conference (New Orleans, LA) June 6-11, 2025
- ❖ MMUA Summer Conference (Rochester, MN) August 18-20, 2025
- ❖ MRES Municipal Power Leadership Academy (Sioux Falls, SD) September 17-18, 2025

There being no further business, Commissioner Baumgart moved to adjourn the meeting. Commissioner Laumer seconded the motion, which was approved unanimously with a vote of seven ayes and zero nays. The meeting adjourned at 12:06 p.m.

Respectfully Submitted,
WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Secretary



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	5.E.
Agenda Section:	Consent Items	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Project No. 2501-A 20th St SE Improvements Change Order No. 1		

RECOMMENDED ACTION:

Adopt the resolution accepting Change Order No. 1 for Project No. 2501-A in the amount of \$5,650.

OVERVIEW:

Project No. 2501-A, the reconstruction of 20th Street SE from TH 12 to 2nd Avenue SE, was awarded to Kurilla Contracting at the March 3rd, 2025 Council Meeting. Change Order No. 1 resulted from the addition of a temporary access route and additional signage to the North parking lot of The Elks Lodge.

BUDGETARY/FISCAL ISSUES:

The change order will be paid from the project's contingency fund.

ALTERNATIVES TO CONSIDER:**ATTACHMENTS:**

1. Resolution- Change Order No. 1 Project No. 2501-A
2. Project No. 2501-A Change Order No. 1
3. Plan Sheet: Project No. 2501-A Change Order No. 1

Resolution No. ____

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO 2501-A.

Motion By:_____ Second By:_____

BE IT RESOLVED by the City Council of the City of Willmar, a Municipal Corporation of the State of Minnesota, that the Mayor and City Administrator of the City of Willmar are hereby authorized to modify the contract for Project No. 2501-A between the City of Willmar and Kurilla Contracting by Change Order No. 1 in the increased amount of \$5,650.

Dated this 2nd day of June, 2025

Mayor

Attest:

City Clerk

CHANGE ORDER FORM

NO.: 1

Owner: City of Willmar

Engineer: Bolton and Menk, Inc.

Contractor: Kurilla Contracting

Project: 20th Street SE Improvement Project

Contract Name: 20th Street SE Improvement Project

Date Issued: 05/19/2025

Owner's Project No.: 2501-A

Engineer's Project No.: 0W1.132909

Contractor's Project No.:

Effective Date of Change Order: 05/19/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

- Addition of a temporary access route to the North parking lot of The Elks Lodge. Additional Signage for the temporary access route to The Elks Lodge.

Attachments: - Plan Sheets G0.01 through C8.03 (32 sheets)

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ <u>411,157.40</u>		Substantial Completion:	<u>06/19/2026</u>
		Ready for final payment:	<u>08/07/2026</u>
Change from previously approved Change Orders.		Change from previously approved Change Orders.	
\$ <u>0.00</u>		Substantial Completion:	<u>n/a</u>
		Ready for final payment:	<u>n/a</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>411,157.40</u>		Substantial Completion:	<u>06/19/2026</u>
		Ready for final payment:	<u>08/07/2026</u>
Increase this Change Order:		Change this Change Order:	
\$ <u>5,650.00</u>		Substantial Completion:	<u>n/a</u>
		Ready for final payment:	<u>n/a</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>416,807.40</u>		Substantial Completion:	<u>06/19/2026</u>
		Ready for final payment:	<u>08/07/2026</u>

Recommended by Engineer (if required)

By:



Title: Principal Engineer

Date:

Accepted by Contractor



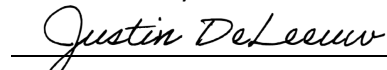
Josh Bridell

Operations Manager

05-27-2025

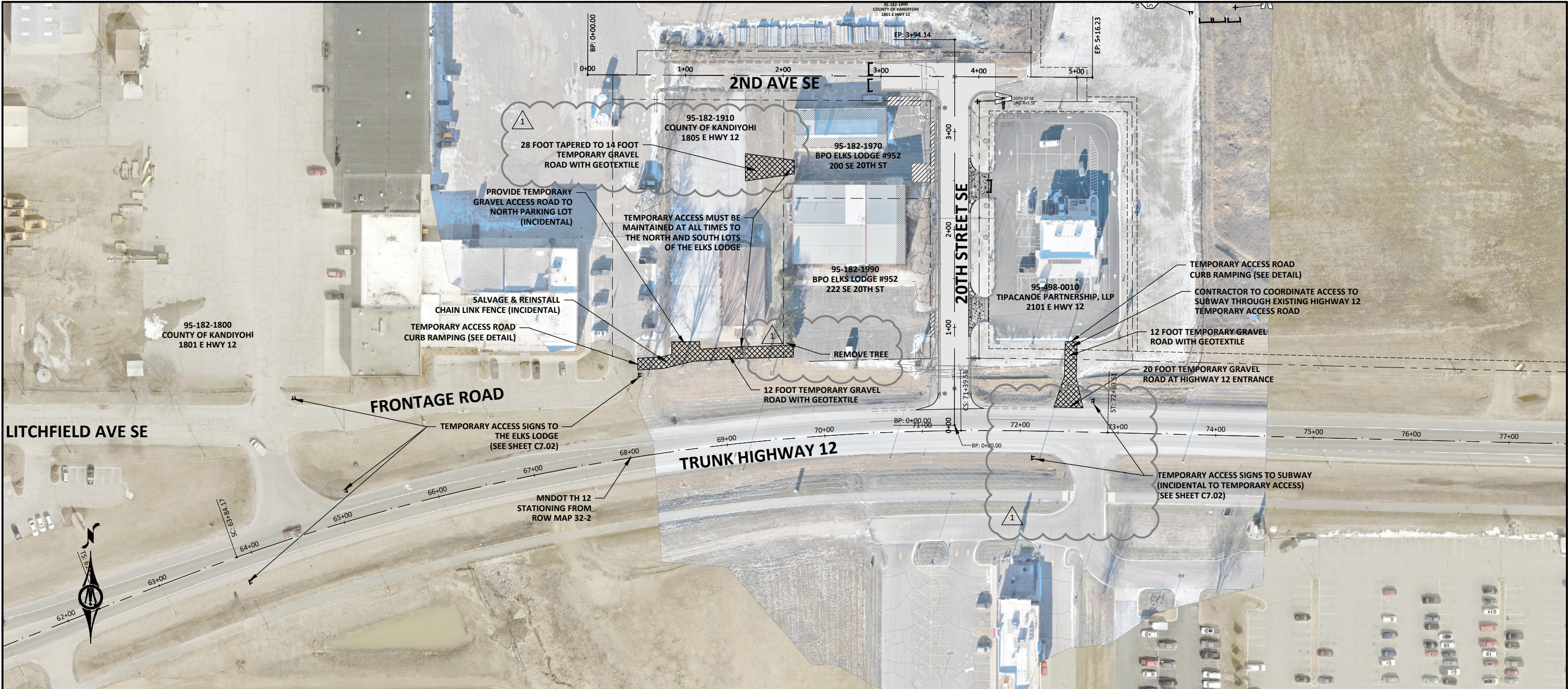
Authorized by Owner

By:



Title: Public Works Director

Date: 5/27/2025



TEMPORARY ACCESS NOTES:

1.

CONTRACTOR SHALL MAINTAIN, WIDEN, AND ADD ADDITIONAL AGGREGATE SURFACING TO THE EXISTING TEMPORARY ACCESS DRIVEWAY TO SUBWAY FROM TRUNK HIGHWAY 12.
2.

CONTRACTOR SHALL CONSTRUCT A 12 FOOT WIDE GRAVEL TEMPORARY ACCESS ROAD TO THE ELKS BUILDING AND KANDIYOHI COUNTY BUILDING SHOWN IN THE PLANS.

2.1.

ALL TREE TRIMMING REQUIRED TO PROVIDE ADEQUATE VERTICAL CLEARANCE FOR THE 12 FOOT WIDE TEMPORARY ACCESS ROAD SHALL BE INCIDENTAL.
3.

CONTRACTOR SHALL CONSTRUCT ALL TEMPORARY ACCESS ROADS WITH SMOOTH, TRAVERSABLE TRANSITIONS. INCLUDING, BUT NOT LIMITED TO, RAMPING EXISTING CURBS AND RE-GRADING STEEP SLOPES WITHIN GRASS AREAS.
4.

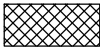
THE CONTRACTOR SHALL MAINTAIN THE TEMPORARY ACCESS ROADS DAILY TO KEEP THE GRAVEL SURFACE TRAVERSABLE, FREE OF POTHOLES, AND PROVIDE DUST CONTROL. SEE SPECIFICATION SECTION 01 55 17 FOR ADDITIONAL REQUIREMENTS ON THE TEMPORARY ACCESS ROAD.
5.

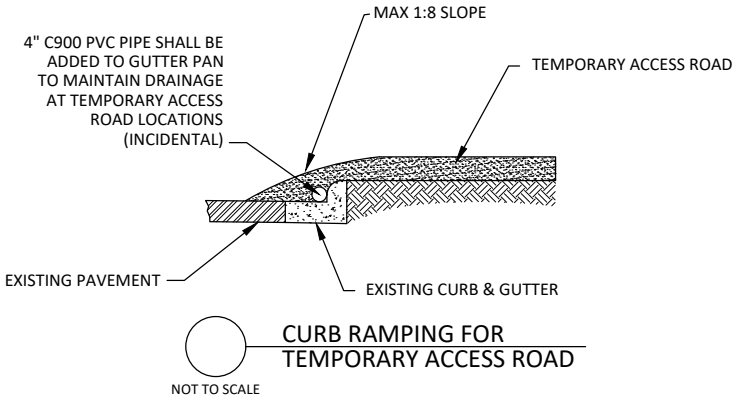
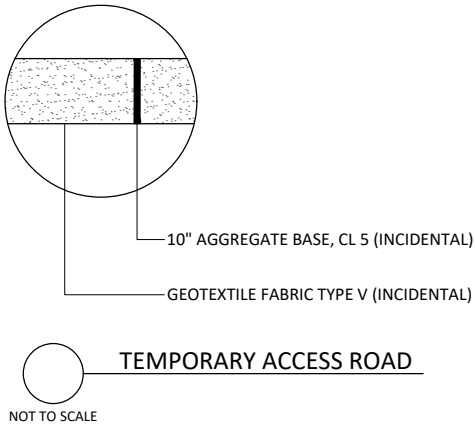
THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL LAYOUT TO THE ENGINEER FOR APPROVAL PRIOR TO PLACEMENT OF TRAFFIC CONTROL DEVICES. THE LAYOUT SHALL INCLUDE ACCESS ROUTES FOR SUBWAY AND THE ELKS LODGE. (INCIDENTAL TO TEMPORARY ACCESS)
6.

AFTER CONSTRUCTION OF 20TH STREET SE IS COMPLETED, CONTRACTOR SHALL REMOVE BOTH TEMPORARY ACCESS ROADS, INCLUDING THE EXISTING APPROACH AND CULVERT AT THE SUBWAY ACCESS. CONTRACTOR SHALL RE-GRADE BOTH TEMPORARY ACCESS LOCATIONS AS APPROVED BY THE ENGINEER. THE APPROACH CONNECTING THE SUBWAY PARKING LOT TO TRUNK HIGHWAY 12 SHALL BE REMOVED AND GRADED TO MATCH THE DITCH ELEVATION AND SLOPE ON THE WEST AND EAST SIDES. (INCIDENTAL TO TEMPORARY ACCESS)
7.

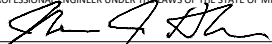
AFTER THE TEMPORARY ACCESS ROADS ARE REMOVED, CONTRACTOR SHALL PLACE TOPSOIL AND TURF ESTABLISHMENT AT BOTH TEMPORARY ACCESS LOCATIONS, PER SHEET C2.01.

LEGEND

 TEMPORARY ACCESS ROAD



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


JOSHUA J. HALVORSON
LIC. NO. 46291 DATE 01/10/2025



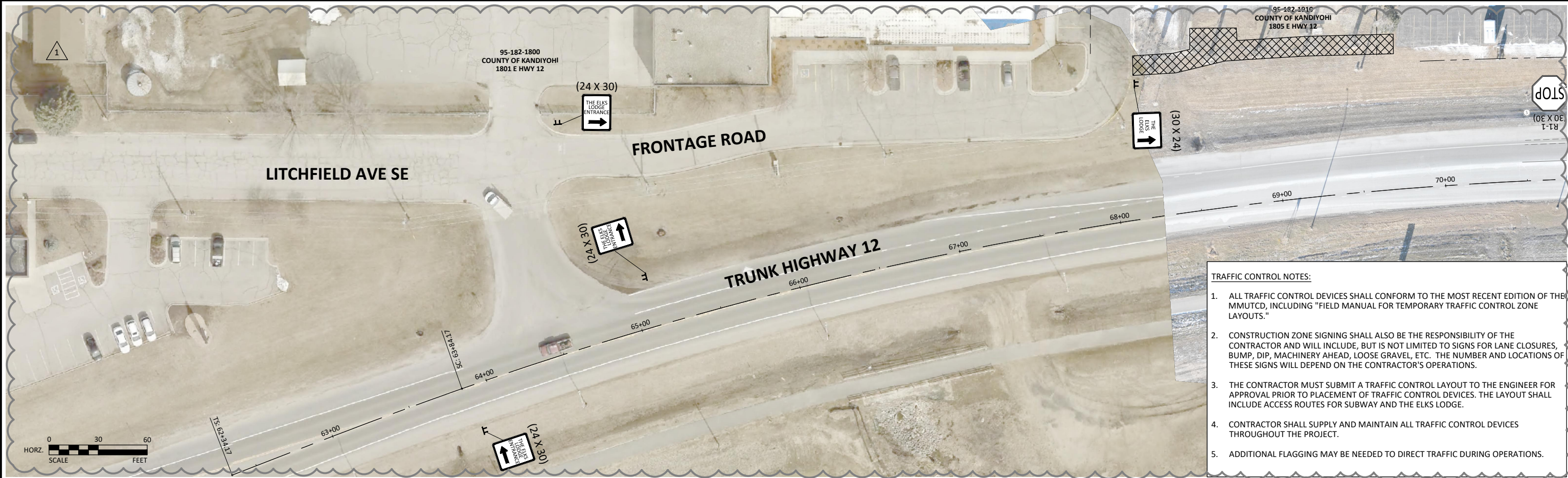
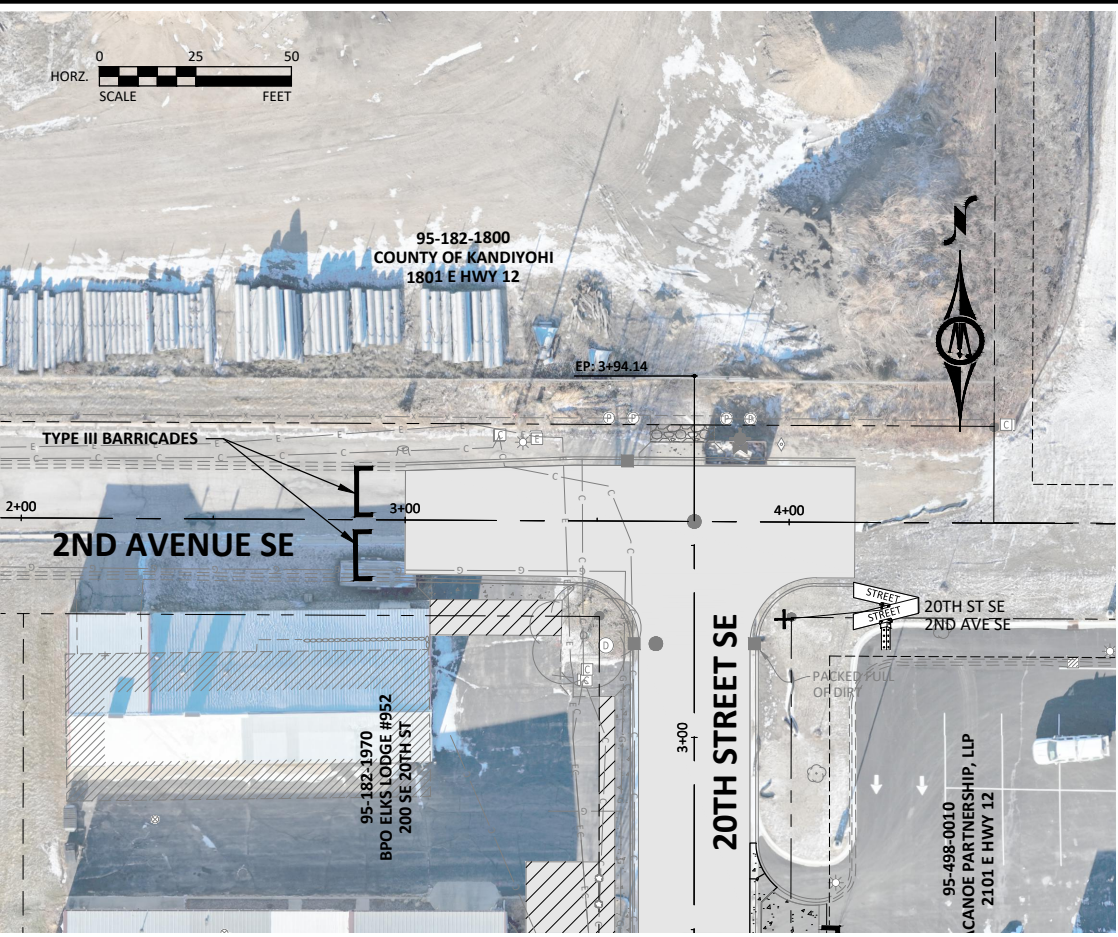
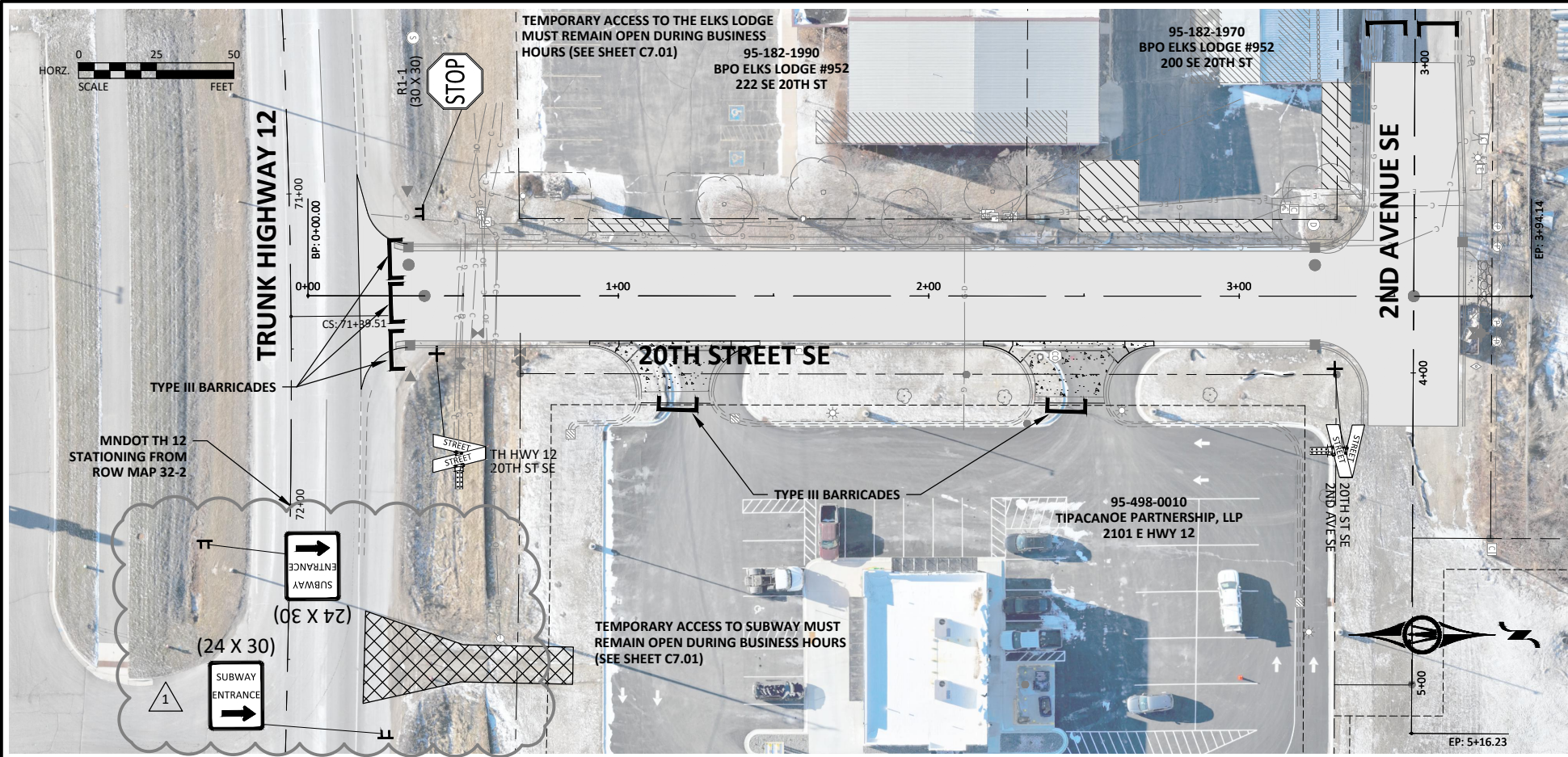
2040 HIGHWAY 12 EAST
WILLMAR, MN 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
MBL	0	BID	01/10/2025
DRAWN	NO.	CON.	DATE
RCD	1	FO1	05/12/2025
CHECKED	2	CO1	05/19/2025
JJH			
CLIENT PROJ. NO.			
OW1.132909 / 2501-A			

CITY OF WILLMAR, MINNESOTA
20TH STREET SE IMPROVEMENT PROJECT
TEMPORARY ACCESS PLAN

SHEET
C7.01



- TRAFFIC CONTROL NOTES:**
1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION OF THE MMUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS."
 2. CONSTRUCTION ZONE SIGNING SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR AND WILL INCLUDE, BUT IS NOT LIMITED TO SIGNS FOR LANE CLOSURES, BUMP, DIP, MACHINERY AHEAD, LOOSE GRAVEL, ETC. THE NUMBER AND LOCATIONS OF THESE SIGNS WILL DEPEND ON THE CONTRACTOR'S OPERATIONS.
 3. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL LAYOUT TO THE ENGINEER FOR APPROVAL PRIOR TO PLACEMENT OF TRAFFIC CONTROL DEVICES. THE LAYOUT SHALL INCLUDE ACCESS ROUTES FOR SUBWAY AND THE ELKS LODGE.
 4. CONTRACTOR SHALL SUPPLY AND MAINTAIN ALL TRAFFIC CONTROL DEVICES THROUGHOUT THE PROJECT.
 5. ADDITIONAL FLAGGING MAY BE NEEDED TO DIRECT TRAFFIC DURING OPERATIONS.

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WILLMAR132909-2501-A

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

Joshua J. Halvorson
JOSHUA J. HALVORSON
LIC. NO. 46291 DATE 01/10/2025



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



DESIGNED	NO.	ISSUED FOR	DATE
MBL	0	BID	01/10/2025
DRAWN	NO.	ISSUED FOR	DATE
RCD	1	CON.	03/03/2025
1	FOI	05/12/2025	
CHECKED	NO.	ISSUED FOR	DATE
JJH	2	COI	05/19/2025
CLIENT PROJ. NO.	OW1.132909 / 2501-A		

CITY OF WILLMAR, MINNESOTA
20TH STREET SE IMPROVEMENT PROJECT
SIGNAGE PLAN
20TH STREET SE & 2ND AVENUE SE

SHEET
C7.02



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	5.F.
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 Municipal Owned Property On-Sale Liquor License Holder Permit –Spurs Corporation		

RECOMMENDED ACTION:

Approve the Municipal Owned Property by On-Sale Liquor License Holder on a Roll Call Vote

OVERVIEW:

The Spurs Corporation dba Spurs Grill and Bar has plans to sell alcohol during the Willmar Fests Block Party on June 19, 2025. A Municipal Owned Property by an On-Sale Liquor License Holder permit is required to distribute or consume alcohol on municipal property. Willie Gonzalez is listed as the on-site employee.

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:	June 2, 2025	Agenda Item Number:	5.G.
Agenda Section:	Consent Items	Originating Department:	City Clerk
Resolution:	No	Prepared By:	Deborah Stulen, Administrative Assistant
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	City Park Special Event by On-Sale Liquor License Holder Permit—Spurs Corporation		

RECOMMENDED ACTION:

Approve the City Park Special Event by On-Sale Liquor License Holder Permit on a Roll Call Vote

OVERVIEW:

The Spurs Corporation dba Spurs Grill and Bar has plans to sell alcohol during the Willmar Fests Splash Over Water Ball Fights at Robbins Island on June 22, 2025. A City Park Special Event by On-Sale Liquor License Holder Permit is required to distribute or consume alcohol on the City park grounds. Willie Gonzalez is listed as the on-site employee.

BUDGETARY/FISCAL ISSUES:

\$100.00 Application Fee

ALTERNATIVES TO CONSIDER:

Deny the serving of alcohol during their event

ATTACHMENTS:

None



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 5/15/2025 - 5/28/2025		

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 5.15.25 - 5.28.25
2. EFT 592.594

Vendor Payment Listing

May 15, 2025 thru May 28, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100376	KANDIYOHI CO AUDITOR	130	74586	5,999.82	PRCL # 95-378-0010
100375	KANDIYOHI CO-OP ELECTRIC POWER	STMT/05-25	74587	1,574.43	Kandi Co-Op Electric
100541	MUNICIPAL UTILITIES	STMT/04-25	74588	31,656.53	Municipal Utilites-April 2025
104306	Systems West Inc.	05/16/25	74589	15,594.80	Refund 5/16/25 CreditCard Pymt-Void didn't process
103696	ACE ROLLOFFS & DISPOSAL	234/05-25	74590	315.42	Garbage
103696	ACE ROLLOFFS & DISPOSAL	235/05-25	74590	296.42	Garbage
103696	ACE ROLLOFFS & DISPOSAL	236/05-25	74590	176.12	Garbage Rec Fields
104309	Adan Alvarez	0014710	74591	125.00	rental refund
103800	AFLAC	203954	74592	775.43	Premiums withheld from employees May
103557	AMAZON CAPITAL SERVICES	1NF1-3NV7-6DLJ	74593	18.98	Mirrors
103557	AMAZON CAPITAL SERVICES	1CRK-1419-L1PX	74593	7.88	Dish soap for city hall
103557	AMAZON CAPITAL SERVICES	1NXC-CDKF-746H	74593	57.45	Base Plugs
103557	AMAZON CAPITAL SERVICES	14FX-GHKW-1YWK	74593	42.64	Hearing Protector for the Range
103557	AMAZON CAPITAL SERVICES	163G-1R31-1R9H	74593	6.99	Charging Cable
103557	AMAZON CAPITAL SERVICES	1QTW-PVYT-DVCX	74593	117.32	Cardboard shooting targets
103557	AMAZON CAPITAL SERVICES	13KR-N7WP-J916	74593	212.78	Office supplies and first aid supplies youth rec
103557	AMAZON CAPITAL SERVICES	1J9P-HN97-6CCH	74593	464.91	DOAC microwave and wrist bands
103557	AMAZON CAPITAL SERVICES	1CRK-1419-L3YD	74593	21.99	Replacement screwdriver set
103557	AMAZON CAPITAL SERVICES	13H4-VV7K-LPX1	74593	22.99	Magic erasers, grout brush, grip brush
103557	AMAZON CAPITAL SERVICES	1MLK-LW4N-LC4J	74593	60.70	program items
103557	AMAZON CAPITAL SERVICES	17LD-MCLG-LRD1	74593	59.97	Auditorium Flags
103557	AMAZON CAPITAL SERVICES	16RP-NQH6-3WXW	74593	16.66	thermal printer paper
103557	AMAZON CAPITAL SERVICES	19QR-G73C-44DK	74593	(43.38)	Credit for wagon I never received from an order
103557	AMAZON CAPITAL SERVICES	19F6-YYQD-LXXH	74593	298.26	Baseball Coaching Equipment
103557	AMAZON CAPITAL SERVICES	1Q9L-H9CJ-L6FH	74593	123.57	Baseball Catcher's Gear
103557	AMAZON CAPITAL SERVICES	1YYG-P769-DWPW	74593	781.38	Bunn Coffee Brewer
103557	AMAZON CAPITAL SERVICES	1QXF-RQMQ-LR4W	74593	119.98	Air Pots
103557	AMAZON CAPITAL SERVICES	1RCH-Q43N-K6PL	74593	45.99	Pool Hose
103557	AMAZON CAPITAL SERVICES	1X9Q-D3HM-M13N	74593	27.74	Bolts for playground equipment
103557	AMAZON CAPITAL SERVICES	1C7X-KJNQ-JTTP	74593	90.99	Door adjustment tool
900148	AMERICAN DATABANK LLC	2504251	74594	52.00	New hire background
100057	AMERICAN WELDING & GAS INC	0010856374	74595	23.30	Fire Extinguisher Refills for Squad 26
100057	AMERICAN WELDING & GAS INC	0010862007	74595	121.14	Test & refill fire extinguishers
104291	Anthony Shore	1445	74596	1,000.00	Elvis show- \$\$Comm Grant
103610	AUSTIN INCORPORATED	60793	74597	120.00	Septic Pumping - 1 Load
104280	Barco Products, LLC	#INVRCO31871	74598	4,919.82	Display case for trailhead
104299	BFirst Industrial	80019062-00	74599	81.34	Repair supplies for DOAC
104300	BOLD Softball Association	5.15.25	74600	250.00	12u Rec Softball Tournament Fees
101010	BOLTON & MENK INC	0359112	74601	1,500.00	Willmar/Clear Zone Acquisition Plan
101010	BOLTON & MENK INC	0361868	74601	400.00	Willmar/Clear Zone Acquisition Plan
101010	BOLTON & MENK INC	0363085	74601	55,463.00	Willmar/Fiber Network Prof Services
101010	BOLTON & MENK INC	0363089	74601	3,559.50	Willmar outdoor covered rink
101010	BOLTON & MENK INC	0363078	74601	2,369.50	Project No. 2501-A Prof. Services
101010	BOLTON & MENK INC	0363079	74601	18,249.50	Project No. 2504-B Prof. Services
101010	BOLTON & MENK INC	0363075	74601	16,445.50	Project No. 2503-D Prof. Services
101010	BOLTON & MENK INC	0363073	74601	21,069.00	Project No. 2401-B Prof. Services
101010	BOLTON & MENK INC	0363074	74601	1,713.00	Project No. 2404-B Prof. Services
101010	BOLTON & MENK INC	0363081	74601	25,438.50	Project No. 2601-B Prof. Services
101010	BOLTON & MENK INC	0363082	74601	3,752.50	TH 40 Draitile Prof. Services
101010	BOLTON & MENK INC	0363084	74601	7,454.00	ELLS 7, 8 & 9 Prof. Services
101010	BOLTON & MENK INC	0363086	74601	971.50	Project No. 2301-A Prof. Services
101010	BOLTON & MENK INC	0363087	74601	8,333.50	Project No. 2503-B Prof. Services
101010	BOLTON & MENK INC	0363088	74601	4,294.50	Project No. 2503-C Prof. Services
101010	BOLTON & MENK INC	0363076	74601	12,600.50	Engineering Services 3-29 thru 4-25-25
101010	BOLTON & MENK INC	0363083	74601	6,935.00	City Engineer 3-29 thru 4-25-25
103993	Calibrations and Controls, Inc.	INV-21617	74602	1,320.30	Gas monitors to SCADA alarm
103647	CAPITAL ONE	10568	74603	10.94	Batteries for less lethal optics
103647	CAPITAL ONE	10569	74603	103.62	CERT snacks
103647	CAPITAL ONE	11018	74603	5.18	Pink Lemonade for 3213 Retirement Party
102542	CARRANZA/NORMA I	249	74604	150.00	Interpreting Services for Officer Schaeffbauer

Vendor Payment Listing

May 15, 2025 thru May 28, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103390	CENTRACARE	728622488	74605	35.00	Alcohol test
103390	CENTRACARE	728879825	74605	25.00	Drug test
103390	CENTRACARE	RMH599	74605	32.50	Blood Draw for ICR 25004020
103390	CENTRACARE	5315-3584-5195	74605	120.00	Back screen G. Klaassen
103851	CENTRAL LAKES MENTAL HEALTH	052025	74606	2,400.00	Wellness Checks
100154	CHAMBERLAIN OIL CO	510209-00	74607	350.00	Nitrile gloves
100156	CHAPPELL CENTRAL INC	SVC-123316	74608	383.87	Repaired leak on line for water heater
100156	CHAPPELL CENTRAL INC	SVC-123272	74608	99.00	Mini split communication issue
100156	CHAPPELL CENTRAL INC	SVC-123274	74608	198.00	PM @ JOTS 2
100156	CHAPPELL CENTRAL INC	SVC-123233	74608	2,060.05	JOTS 1 HVAC repair
100156	CHAPPELL CENTRAL INC	00215755	74608	7,944.30	Stencils for street painting
100156	CHAPPELL CENTRAL INC	SVC-123661	74608	585.23	Pipe replacement off water heater
100156	CHAPPELL CENTRAL INC	SVC-123670	74608	300.00	Diagnostics on compressor in admin building
100736	CHARTER COMMUNICATIONS	175505001052125	74609	174.78	May/Jun TV
101708	CINTAS CORPORATION	5268680911	74610	86.83	First Aid Kits
103708	CITY LINE TOWING	25-07718	74611	195.00	Tow to impound for ICR 25004737
103708	CITY LINE TOWING	25-07787	74611	95.00	Tow for ICR# 25005195
103708	CITY LINE TOWING	25-07778	74611	195.00	Tow for ICR# 25005168
103722	CIVICPLUS, LLC	334992	74612	3,479.73	Municode Subscription & Full-Service Codification
102984	CODE 4 SERVICES INC	10664	74613	4,893.38	Vehicle 42 Up-fit Kit
104070	Column Software PBC	B15E1683-0081	74614	58.89	PDS-MASD-25-01
104070	Column Software PBC	B15E1683-0085	74614	57.18	CUP-2025-0001
103516	COMMERCIAL RECREATION	0027861	74615	1,370.10	Repair parts for splash pad
104128	Community Connectors Services	11	74616	500.00	Heritage Festival
102130	CORE & MAIN LP	W979323	74617	1,250.37	Biosolids AST adapter
102130	CORE & MAIN LP	W979284	74617	357.07	Abbot Dr. LS
102130	CORE & MAIN LP	X041899	74617	457.50	8" cap for AST 3
100186	CROW CHEMICAL & LIGHTING	130016	74618	491.96	Toilet paper, paper towels, wipes, glass cleaner
100186	CROW CHEMICAL & LIGHTING	130060	74618	400.75	All purpose cleaner, paper towels, rubberbands, be
103260	CROW RIVER CONSTRUCTION LLC	12516	74619	4,074.00	Calcium Chloride Dust Control
103648	CROW RIVER READY MIX	12505	74620	1,032.00	Concrete
102899	D. ERVASTI SALES CO	17543	74621	8,139.50	Ball field supplies
104303	Darian Casaca	12418	74622	225.00	rental refund
104183	DSC Communications	2505307	74623	200.00	Manufacturer repair of a pager.
100151	DUININCK CONCRETE	2505-693570	74624	114.06	Gloves and Float
100151	DUININCK CONCRETE	2505-693486	74624	307.44	Concrete Tubes
100151	DUININCK CONCRETE	2505-693422	74624	48.26	Recrete for Rice park splash pad
100151	DUININCK CONCRETE	2505-693441	74624	37.61	liquid bonding agent
100222	DUININCK INC	564424	74625	57.66	Washed sand
102176	ERICKSON/SCOTT	052025	74626	38.00	Meal Reimbursement for training
101567	ETTERMAN ENTERPRISES	370858	74627	20.58	Thumb screws
103002	FARM-RITE EQUIPMENT	R14877	74628	28.00	Auger rental
103617	FARMER DAVE LLC	042025	74629	6,692.69	Hauling Biosolids
103617	FARMER DAVE LLC	042725	74629	5,399.35	Hauling Biosolids
103617	FARMER DAVE LLC	050425	74629	13,425.53	Hauling Biosolids
100810	FERGUSON ENTERPRISES INC	1608615	74630	258.97	Yard hydrant for RV dump station
100810	FERGUSON ENTERPRISES INC	1608944	74630	31.53	Elbow, brass reducing hex, brass nipple
100810	FERGUSON ENTERPRISES INC	1616734	74630	40.24	PVC coupler, tee, pipe
102973	FLEETPRIDE	125717080	74631	105.08	Filter
102973	FLEETPRIDE	125717079	74631	105.08	Filter
102973	FLEETPRIDE	125893456	74631	303.95	Filters
102973	FLEETPRIDE	125927864	74631	25.93	Filters
102973	FLEETPRIDE	125939668	74631	52.95	Filters
102973	FLEETPRIDE	126009268	74631	154.90	Filters
103995	Flock Group Inc	INV-65022	74632	6,000.00	Year 2 of 2 Year Subscription
100293	GENERAL MAILING SERVICES	73602	74633	3,234.17	Connect Willmar Postage
100293	GENERAL MAILING SERVICES	73646	74633	52.73	Mailing Services
100293	GENERAL MAILING SERVICES	73554	74633	218.30	05/05-05/09/2025
100293	GENERAL MAILING SERVICES	73656	74633	47.48	05/12-05/16/2025
100293	GENERAL MAILING SERVICES	73541	74633	198.28	Postage

Vendor Payment Listing

May 15, 2025 thru May 28, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100293	GENERAL MAILING SERVICES	73645	74633	107.22	Postage - Cases
103759	GET BLASTED	42325-01	74634	450.00	Graffiti Removal - Rice Park
103759	GET BLASTED	52225-01	74634	500.00	Graffiti removal
104307	Green Lake Lutheran Ministries	BFE223	74635	116.51	Tourism Committee Meeting 050525
100321	HANSEN ADVERTISING SPECIALTIES	52502	74636	306.17	Construction cone promotional items
100321	HANSEN ADVERTISING SPECIALTIES	52490	74636	622.98	Branded Padfolios
100321	HANSEN ADVERTISING SPECIALTIES	52480	74636	256.80	PW shirts
100321	HANSEN ADVERTISING SPECIALTIES	52482	74636	136.20	Wastewater shirts
100321	HANSEN ADVERTISING SPECIALTIES	52489	74636	437.26	Vienna Pens - Willmar Logo
102609	HAUG-KUBOTA LLC	26743	74637	28.26	Gear
102609	HAUG-KUBOTA LLC	26793	74637	94.32	Bagger hook
102609	HAUG-KUBOTA LLC	26792	74637	32.37	Lens
102609	HAUG-KUBOTA LLC	26825	74637	103.32	Tires
100325	HAWKINS INC	7077151	74638	11,134.14	Ind. ferric
102036	HEGLUND CATERING	16513	74639	300.00	CERT meals for training
102036	HEGLUND CATERING	16550	74639	287.50	CERT Training on 05/03/2025
104305	Heidi Fernandez	0013719	74640	100.00	damage deposit refund
104302	Heshima Sikkenga	13543	74641	150.00	twins game tickets refund
103396	IDEAL SERVICE INC	13454	74642	1,072.50	ASD plant maintenance
102486	IN CONTROL INC	S-INV02672	74643	1,626.00	RAIN GAUGE PARTS ORDER
103023	INNOVATIVE OFFICE SOLUTIONS	IN4842153	74644	418.39	Office Supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4844571	74644	27.12	Supplies
104297	Jessalyn Canavan Ceramics	05142025	74645	400.00	International Heritage Mugs
103138	KING'S ELECTRIC LLC	3342	74646	2,338.34	8 wall packs installed
103138	KING'S ELECTRIC LLC	3343	74646	4,970.32	LED shop lights
102187	LAKELAND MEDIA	IN-Q-1250418922	74647	520.00	International Heritage Event - Marketing
100405	LARSON FENCE COMPANY	051525	74648	140.00	Fence posts
102593	LOFFLER COMPANIES	5025109	74649	355.70	Standalone printer prints
104301	Lola Quale	051625	74650	170.00	Refund for gymnastics. card got shut down
104065	Luann Rudningen	052825	74651	27.30	Mileage for flower run to Creek Side Nursery
103788	LUEDERS/ZACH	050725	74652	391.85	Reimbursement from Explorer's Conference
100437	MARCO TECHNOLOGIES LLC	INV13900921	74653	52.50	Shredding service for May 2025
100449	MENARDS	94401	74654	66.44	Rain gutter
100449	MENARDS	94453	74654	39.98	Wash brush
100449	MENARDS	89805	74654	26.26	Cartridge Fuse
100449	MENARDS	89083	74654	351.24	Key Locks, puddy, Glue
100449	MENARDS	90245	74654	105.73	Polebarn Nail and Screws
100449	MENARDS	94414	74654	306.05	Mulch and Edger for Softball Fields
100449	MENARDS	89940	74654	44.78	GBT repair
100449	MENARDS	90284	74654	11.19	Bolts, Nuts, Washers
100449	MENARDS	94362	74654	111.96	A/C Filters
100449	MENARDS	94507	74654	42.67	General supplies
100449	MENARDS	94638	74654	101.25	Parts for shower fix at DOAC
100449	MENARDS	94591	74654	109.12	Parts for shower fix at DOAC
100449	MENARDS	94706	74654	25.22	General supplies
100449	MENARDS	94794	74654	177.59	Shop supplies
100449	MENARDS	93791	74654	15.98	screen
100449	MENARDS	94111	74654	125.96	Water timer, sprinkler
100449	MENARDS	94129	74654	367.92	Water hose, hose repair parts
100449	MENARDS	93781	74654	36.83	Screen repair parts
100449	MENARDS	94511	74654	57.97	irrigation parts, supplies
100449	MENARDS	93794	74654	50.47	screws and washers for plyo wall
100449	MENARDS	94119	74654	104.20	Drill bits and screws
100449	MENARDS	94737	74654	22.44	Peat moss
100449	MENARDS	94739	74654	70.32	Open House Supplies
103890	MHSRC/RANGE	337900-11857	74655	525.00	Training for Officer Caron
103890	MHSRC/RANGE	337900-11873	74655	645.00	Training for Officer Caron
102699	MIKE'S SMALL ENGINE CENTER	33128	74656	473.91	Wood cutting PPE
102699	MIKE'S SMALL ENGINE CENTER	33218	74656	709.97	Batteries and Chargers for weed trimmers
102699	MIKE'S SMALL ENGINE CENTER	33231	74656	23.99	Weed trimmer line

Vendor Payment Listing

May 15, 2025 thru May 28, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103729	MILLS PARTS CENTER	6414366	74657	7.58	Seal
103729	MILLS PARTS CENTER	6422122	74657	30.09	Gasket Plate
103729	MILLS PARTS CENTER	6422121	74657	24.02	Gasket
101805	MINI BIFF LLC	I2387	74658	129.54	Mini Biff Sperry
104125	Minnesota Viking	17443390	74659	5,280.00	viking tickets #17443390
100488	MN DEPT OF HEALTH	1104995	74660	40.00	MN Hospitality Fee
100522	MN DEPT OF LABOR & INDUSTRY	STMT/04-25	74661	1,320.65	April State Surcharge report 2025
100018	MN FIRE SERVICE CERTIF. BOARD	14040	74662	262.00	FFI & FFII Exam V. Zamora
103756	MR. CLEAN WILLMAR CLEANING SER	STMT/04-25	74663	1,020.00	Shelter Cleaning
100539	MTI DISTRIBUTING CO	1473042-00	74664	137.20	Irrigation Parts
100541	MUNICIPAL UTILITIES	STMT/04-2025	74665	58,984.74	Municipal Utilities - April 2025
100544	MVTL LABORATORIES INC	1306061	74666	393.25	Lab test
100544	MVTL LABORATORIES INC	1306062	74666	393.25	Lab test
100544	MVTL LABORATORIES INC	1306059	74666	393.25	Lab test
100544	MVTL LABORATORIES INC	1306947	74666	82.25	Lab test
104295	Mystaire, Inc.	0019694-IN	74667	2,563.45	Drying Chamber Filters for Evidence
101794	NELSON/CHAD	052025	74668	38.00	Reimbursement for Meals @ training
104058	New London Area Chamber	05202025	74669	1,500.00	Water Days Sponsorship - CVB
102547	CARRANZA/NOE	246	74670	150.00	Interpreting Services for ICR 25003879
102547	CARRANZA/NOE	247	74670	150.00	Interpreting Services for ICR 25003877
102547	CARRANZA/NOE	250	74670	150.00	Interpreting Services for ICR 25003616
102547	CARRANZA/NOE	248	74670	150.00	Interpreting services for ICR 25003879
103605	NORTH CENTRAL INTERNATIONAL	R201002140:01	74671	241.00	Check Engine light
103605	NORTH CENTRAL INTERNATIONAL	X201143117:01	74671	43.02	Brake Quick Release Valve
100181	NORTH RISK PARTNERS	7410322	74672	883.00	Surety Bond Renewal 06/29/25-06/29/26
100650	O'REILLY AUTOMOTIVE INC	1528-213130	74673	400.59	A/C Compressor, Belt, Tensioner
100650	O'REILLY AUTOMOTIVE INC	1528-213388	74673	(10.00)	Core Return
100650	O'REILLY AUTOMOTIVE INC	1528-213389	74673	8.81	Filter
103667	OVERHEAD HOIST & CRANE SPEC.	4041	74674	1,350.00	Mount and load test town hoist
103667	OVERHEAD HOIST & CRANE SPEC.	4040	74674	2,250.00	Load test plant hoist's
103531	POHLMEIER/RICH	052125	74675	462.00	18u Softball Umpires
100374	PREMIUM WATERS INC	330660782	74676	32.49	water
101093	QUICK SIGNS	183130	74677	38.00	Sprinkler System Room Sign
103560	RECON ROBOTICS INC	77138	74678	940.36	Robot repair
104304	Robin Raasch	05022025	74679	35.77	mileage for New london and atwater meet and greet
100665	RULE TIRE SHOP	1-76247	74680	720.00	Front Tires
100678	SAND ELECTRIC	7772	74681	5,075.19	Furnish & Install Wiring For Card Reader - Airport
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/04-25	74682	472.65	Equipment Repair Parts - April 2025
103218	SIETSEMA/SARA	051925	74683	712.08	Reimbursement for Sara Water Leadership Institute
103730	SIGN SOLUTIONS USA	417263	74684	1,661.03	Street sign break away parts
103699	SILVA/AMBER	STMT/04-25	74685	915.70	Wellness Program April 2025
102264	SPICER COMMERCIAL CLUB	05202025	74686	1,500.00	4th of July Sponsorship - CVB
900094	ST LOUIS MRO INC	65248	74687	80.00	Drug screen collections D.N., J.K., J.W., C.H.
100706	STACY'S NURSERY INC	24868	74688	124.99	Grass seed bag
100728	SURPLUS WAREHOUSE INC	00620	74689	2.15	Hub cap o-ring
100161	SYSCO WESTERN MINNESOTA	253917384	74690	717.85	Open house supplies
103375	TITAN MACHINERY	PS0673730-1	74691	68.63	Spring
102583	TORKELSON'S LOCK SERVICE	25-249	74692	12.00	Two keys
102826	TREASURER, STATE OF MINNESOTA	05192025	74693	40.00	Renewal of Public Use Landing Areas - 3 Yrs
103795	TYLER TECHNOLOGIES, INC	045-517114	74694	4,200.00	EPL Training 4/14/25, 4/17/25, 4/18/25
103143	US BANK EQUIPMENT FINANCE	556138816	74695	751.80	500-0664928-000/001
100803	WEST CENTRAL PRINTING	25210	74696	1,422.68	Connect Willmar Post Cards
100808	WEST CENTRAL TROPHIES	10100	74697	25.00	Name Tag - HR Gambrel
100808	WEST CENTRAL TROPHIES	10103	74697	25.00	Grave Marker -- R. Call
104310	Wheeler Lumber LLC	1340-039469	74698	5,118.00	Walking Bridge Repairs
102689	WILLMAR AUTO VALUE	22565812	74699	266.22	Batttery
102689	WILLMAR AUTO VALUE	22565929	74699	164.87	Seal Kit/ Freon
102689	WILLMAR AUTO VALUE	22565960	74699	52.80	Cabin Filters
102689	WILLMAR AUTO VALUE	22565882	74699	16.99	Bolt For Garage Door
102689	WILLMAR AUTO VALUE	22566565	74699	5.36	Air line fitting

Vendor Payment Listing

May 15, 2025 thru May 28, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
102689	WILLMAR AUTO VALUE	22566676	74699	258.94	Drive Belt, Tensioner, idler pulley
102689	WILLMAR AUTO VALUE	22567951	74699	18.99	V-Belt
102689	WILLMAR AUTO VALUE	22567202	74699	27.99	Brake control harness
102689	WILLMAR AUTO VALUE	22566968	74699	115.99	Brake Controller
102689	WILLMAR AUTO VALUE	22567338	74699	55.51	Fuel Filter, Oil Filter
102689	WILLMAR AUTO VALUE	22568296	74699	3.49	Spark Plug
102689	WILLMAR AUTO VALUE	22568395	74699	346.77	Alternator
102689	WILLMAR AUTO VALUE	22568452	74699	(346.77)	Warranty Return
102689	WILLMAR AUTO VALUE	22568565	74699	70.28	Trans Filter
102689	WILLMAR AUTO VALUE	22568193	74699	19.98	Polish and scotch brand mount molding
102689	WILLMAR AUTO VALUE	22568723	74699	26.97	Polish (3)
100813	WILLMAR BUS SERVICE	25-0055	74700	1,100.00	CIP Bus Tour
100812	WILLMAR CHAMBER OF COMMERCE	05012025	74701	14,062.95	monthly
101243	WILLMAR COMMUNITY EDUCATION	2	74702	100.00	International Heritage Festival
Total				489,351.06	

Vendor Payment Listing

May 15, 2025 thru May 28, 2025



VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100492	MN DEPT OF REVENUE	STMT/05-25	592	5,118.61	FUEL AND SALES TAX
100467	CENTERPOINT ENERGY	STMT/04-2025	593	7,361.89	NATURAL GAS APRIL 2025
102365	CARDMEMBER SERVICE	STMT/04-25	594	12,143.25	Bremer Bank Credit Card STMT 04/2025
Total				24,623.75	



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	5.I.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	
Ordinance:	No	Presented By:	
Item:	WMU Financial Report for March 2025		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:

1. March Financial Services

Income Statement Group Summary

For Fiscal: 2025 Period Ending: 03/31/2025

SubCategory;DepartmentGroups	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 100 - Electric					
Revenue					
401 - Residential	2,232,844.96	2,232,844.96	636,113.06	2,204,320.03	28,524.93
402 - Commercial/Industrial	4,698,699.01	4,698,699.01	1,498,125.97	4,628,244.67	70,454.34
404 - City Franchise Fee	701,030.00	701,030.00	186,631.94	607,454.89	93,575.11
405 - Transmission	622,993.60	622,993.60	169,294.49	563,871.85	59,121.75
419 - Interest	149,940.00	149,940.00	115,339.86	329,053.65	-179,113.65
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	46,499.27	294,429.79	-294,429.79
498 - MRES Capacity Revenue	176,929.20	176,929.20	59,052.00	177,156.00	-226.80
499 - Miscellaneous Revenues	76,965.71	76,965.71	94,394.28	338,125.19	-261,159.48
Revenue Total:	8,659,402.48	8,659,402.48	2,805,450.87	9,142,656.07	-483,253.59
Expense					
500 - Production	77,568.96	77,568.96	40,356.78	40,252.13	37,316.83
555 - Purchased Power	3,888,567.98	3,888,567.98	1,170,299.91	4,001,825.99	-113,258.01
560 - Transmission	983,433.98	983,433.98	265,133.52	906,577.25	76,856.73
580 - Distribution	506,123.91	506,123.91	194,948.71	563,607.42	-57,483.51
900 - Customer Service	54,490.68	54,490.68	26,872.17	77,790.05	-23,299.37
906 - Energy Services/Marketing	40,233.87	40,233.87	7,803.95	18,027.42	22,206.45
920 - General & Administrative	682,068.66	682,068.66	189,276.29	745,253.52	-63,184.86
997 - Cash Payment to City	533,996.79	533,996.79	179,383.33	538,149.99	-4,153.20
998 - Depreciation	519,419.10	519,419.10	194,142.73	584,475.58	-65,056.48
999 - Miscellaneous	0.00	0.00	0.00	0.00	0.00
Expense Total:	7,285,903.93	7,285,903.93	2,268,217.39	7,475,959.35	-190,055.42
Fund: 100 - Electric Surplus (Deficit):	1,373,498.55	1,373,498.55	537,233.48	1,666,696.72	-293,198.17
Fund: 200 - Water					
Revenue					
401 - Residential	616,826.56	616,826.56	210,469.01	632,227.93	-15,401.37
402 - Commercial/Industrial	695,414.20	695,414.20	228,546.83	684,536.87	10,877.33
419 - Interest	12,495.00	12,495.00	10,840.97	28,048.24	-15,553.24
420 - Unrealized Gain (Loss) on Investments	0.00	0.00	5,166.59	32,714.42	-32,714.42
499 - Miscellaneous Revenues	26,739.30	26,739.30	5,198.40	21,029.70	5,709.60
Revenue Total:	1,351,475.06	1,351,475.06	460,221.80	1,398,557.16	-47,082.10
Expense					
500 - Production	91,332.18	91,332.18	24,072.53	89,961.42	1,370.76
580 - Distribution	306,573.30	306,573.30	93,087.44	277,080.47	29,492.83
900 - Customer Service	32,799.36	32,799.36	14,202.47	39,582.85	-6,783.49
920 - General & Administrative	239,612.22	239,612.22	65,774.04	232,864.98	6,747.24
928 - Facilities & Maintenance	0.00	0.00	29.86	87.45	-87.45
998 - Depreciation	278,281.62	278,281.62	32,146.57	96,439.67	181,841.95
999 - Miscellaneous	0.00	0.00	0.00	0.00	0.00
Expense Total:	948,598.68	948,598.68	229,312.91	736,016.84	212,581.84
Fund: 200 - Water Surplus (Deficit):	402,876.38	402,876.38	230,908.89	662,540.32	-259,663.94
Total Surplus (Deficit):	1,776,374.93	1,776,374.93	768,142.37	2,329,237.04	

Fund Summary

Fund	Original YTD Budget	Current YTD Budget	MTD Activity	YTD Activity	Budget Remaining
100 - Electric	1,373,498.55	1,373,498.55	537,233.48	1,666,696.72	-293,198.17
200 - Water	402,876.38	402,876.38	230,908.89	662,540.32	-259,663.94
Total Surplus (Deficit):	1,776,374.93	1,776,374.93	768,142.37	2,329,237.04	



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	9.A.
Agenda Section:	Regular Business	Originating Department:	Public Works
Resolution:	Yes	Prepared By:	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	Presented By:	Jared Voge, City Engineer
Item:	Project No. 2504-B Lakeland Dr Trail Funding		

RECOMMENDED ACTION:

Adopt the resolution authorizing the City to temporarily finance the Transportation Alternatives Program grant award for Project No. 2504-B through the Community Investment Fund until 2028 when the grant monies are available to reimburse the Community Investment Fund.

OVERVIEW:

The Lakeland Drive Trail Improvement Project No. 2504-B has been awarded two grants: approximately \$204,380 from the Active Transportation (AT) Program for construction in 2026, and approximately \$895,620 from the Transportation Alternatives (TA) Program for construction in 2028. Of the total \$1,100,000 in grant funding awarded, an estimated \$979,900 of the project costs are eligible for reimbursement. To comply with the AT Program requirements, construction must be completed in 2026. The TA funds will not be available until 2028, and the City will need to provide interim financing until these funds become available. Accordingly, staff recommends utilizing the full AT award and \$775,520 of the TA funds. It is proposed that the Community Investment Fund temporarily finance the \$775,520, to be reimbursed upon receipt of the TA funds in 2028. Under this funding strategy, the project would be supported by \$979,900 in grant funds and \$245,000 in City funds.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

If the City chooses to construct the project in 2028 instead of 2026, the City will not need to temporarily finance the TA amount from the Community Investment Fund and would forfeit the AT grant in the amount of \$204,380. The project funding under this option would be \$895,620 in grant funds and \$329,280 in City funds.

ATTACHMENTS:

1. RESOLUTION- 2025 PRELIMINARY BUDGET ADDITIONAL LANGUAGE - REVISED - 2504-B

Resolution No. _
PRELIMINARY 2025 STREET IMPROVEMENTS BUDGET - SUPPLEMENTAL LANGUAGE
2504-B PATH IMPROVEMENT PROJECT

Motion By:_____ Second By:_____

WHEREAS, grant monies including approximately \$204,380 from the Active Transportation (AT) Program for 2026 construction and approximately \$895,620 from the Transportation Alternatives (TA) Program for 2028 construction has been awarded to the project,

WHEREAS, the construction is required to be completed during 2026 to receive the AT funds.

WHEREAS, the TA funding would not become available until 2028 and the City will temporarily finance the TA award amount through the Community Investment Fund. The City will reimburse the Community Investment Fund with the TA award amount when it becomes available in 2028.

NOW THEREFORE BE IT RESOLVED, the City will temporarily finance the TA award amount through the Community Investment Fund and the Community Investment Fund will be reimbursed with the TA funds when they are available in 2028.

Dated this 2nd day of June, 2025

Mayor

Attest:

City Clerk



City Council Action Request

Council Meeting Date:	June 2, 2025	Agenda Item Number:	9.B.
Agenda Section:	Regular Business	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	No	Presented By:	Robert Scott, City Attorney
Item:	Rules of Decorum		

RECOMMENDED ACTION:

To Approve Rules of Decorum for the City of Willmar

OVERVIEW:

The rules of decorum in a public meeting are established to promote orderly conduct, respectful dialogue, and an inclusive environment where all participants can be heard. These guidelines help ensure that discussions remain focused, constructive, and free from personal attacks or disruptive behavior. By maintaining a standard of civility and mutual respect, the rules support productive decision-making and uphold the integrity of the meeting process.

Included in the agenda item are the Rules of Decorum as well as the procedure for the Enforcement of Decorum to be considered by the City Council

BUDGETARY/FISCAL ISSUES:**ALTERNATIVES TO CONSIDER:****ATTACHMENTS:**

1. Rules of Decorum
2. Open Forum Sign-in Sheet (revisions 060225)

Rules of Decorum City of Willmar

The purpose of the Rules of Decorum is to ensure respectful public discourse for all parties in a safe environment. The City of Willmar encourages the public to participate in all public meetings in an appropriate manner.

Members of Council. While the meeting is in session, the members must preserve order and decorum. A member of the Council or member of the public shall neither, by conversation or otherwise, delay or interrupt proceedings or the peace of the meeting, nor disturb any member while speaking or refuse to obey the orders of the presiding officer.

Recognition. No person or member shall address the other members without being recognized by the presiding officer.

Staff. Members of the City staff shall observe the same rules of order and decorum as are applicable to the City Council.

City Council meetings shall be conducted in a courteous manner that recognizes the validity of differing points of view and promotes the ideal of democratic discussion and debate free of insult, slander, personal attacks, and/or threats. Participants shall conduct themselves in a manner consistent with the following:

- 1) Each member of the public body shall cooperate with the presiding officer of the meeting in preserving order and decorum.
- 2) No person shall engage in conduct which delays, disturbs, or in any way interrupts the proceedings.
- 3) All cell phones and other electronic devices shall be silenced during meetings.
- 4) No person shall hinder honest, respectful discussion and debate.
- 5) No person shall make offensive, insulting, threatening, insolent, slanderous or obscene remarks.
- 6) No person shall make any noise of disturbance while a vote is being taken and until the result of the vote is announced.
- 7) No person shall use profane, obscene, or unparliamentary language, nor use language that threatens harm or violence toward another person during a council meeting.
- 8) No person shall speak without being recognized by the presiding officer; nor shall any person interrupt the speech of another person, except where permitted for a councilmember to raise a point of order.
- 9) When permitted and recognized by the presiding officer, members of the public shall address the Council from the podium generally located in the center of the meeting room and speak into the microphone. Under no circumstances while the Council is seated immediately before, during or immediately after a meeting may any member of the public approach the council table by entering the area between the podium and council

table. Any materials to be distributed to the Council with the presiding officer's permission shall be delivered to the City Clerk for distribution to the Council.

- 10) No person shall engage in disorderly conduct that disturbs, disrupts, or interferes with the effective orderly conduct of any meeting by failing to comply with these rules of decorum or otherwise disrupting or impeding the meeting, where the interference is solely caused by the conduct of the person and not the content of the person's expression. Prohibited conduct includes, but is not limited to, audible demonstrations of approval or disapproval; cheering or shouting; vulgar, profane, threatening, obscene, abusive, or disruptive conduct or unprotected speech; whistling, clapping, or stamping of feet; or, holding, displaying, or placing banners, signs, objects, or other materials in any way that endangers the safety of others, prevents the free flow of individuals within the meeting room or the ingress or egress from the meeting room or any emergency exits thereto, or otherwise obstructs or prevents the viewing of the meeting by other persons in attendance.

ENFORCEMENT OF DECORUM

When a person, attendee or participant violates the above rules of order and decorum, the presiding officer is authorized to take any one or more of the following actions:

- (A) Not recognize a violating or breaching person's, attendee's or participant's request to speak, or limiting their role in debate or comment, as applicable, until decorum is observed.
- (B) Declare the person's, attendee's, or participant's actions out of order.
- (C) Temporarily recess the meeting until order is restored.
- (D) Issue the person, attendee, or participant a verbal warning and/or directive that the person, attendee or participant is out of order and shall follow the rules of order and decorum, be silent unless recognized to speak and/or immediately cease such conduct.
- (E) If after issuance of a verbal warning as provided above, the person, attendee, or participant continues to engage in prohibited conduct or otherwise fails to comply with the presiding officer's warning, the presiding officer may further direct or order the person, attendee, or participant to immediately leave the meeting.
- (F) If the person, attendee, or participant so ordered, as provided above, does not immediately abide by the presiding officer's order or directive by leaving the meeting, and/or the person, attendee or participant continues such prohibited conduct, the presiding officer may direct any law enforcement officer to remove the person from the meeting.

Members of the Council may request action by the presiding officer to curb another member's conduct through a motion for a point of order. The motion may request a specific response to conduct by the presiding officer. For example, "I make a motion for the presiding officer to call Councilmember _____ to order and to desist from making personal attacks." Any member of the Council may appeal to the full Council a ruling on order or procedure made by the presiding officer.

Members may make a motion for adjournment or for a brief recess, if a participant's actions are so offensive as to disrupt the orderly process of the meeting.

State law also prohibits persons, including councilmembers, from disturbing public meetings, through fighting or threatening words and conduct. Persons or Councilmembers who engage in this unlawful conduct may be charged with a misdemeanor.

These rules of decorum shall be posted in the City Council Chambers.

Willmar City Council
Open Forum
Three-Minute Limit
(15 Minutes Total)

Please sign in if you choose to address the Willmar City Council during the Open Forum. You are limited to three minutes and no more than three individuals speaking to the same subject. Candidates for office cannot use this time for political comments. By participating in the Open Forum, speakers agree to follow the City Council's Rules of Decorum and Open Forum Protocol, copies of which are available for review from the City Clerk. Speakers shall address the council from the podium in the center of the meeting room and speak into the microphone, and shall not approach the council table by entering the area between the podium and council table.

<u>Printed Name</u>	<u>Do you reside in City Limits</u>	<u>Reason for Addressing the City Council</u>	<u>Contact Info. (Phone or email)</u>
	☐ Yes ☐ No		
	☐ Yes ☐ No		
	☐ Yes ☐ No		
	☐ Yes ☐ No		
	☐ Yes ☐ No		
	☐ Yes ☐ No		
	☐ Yes ☐ No		

