WILLMAR CITY COUNCIL MEETING

MONDAY, AUGUST 4, 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 July 21, 2025
   B. Board of Zoning Appeal Meeting Minutes of July 22, 2025 DRAFT
   C. Board of Zoning Appeal Meeting Minutes of June 30, 2025
   D. Willmar Municipal Utilities Commission Minutes of July 28, 2025
   E. Willmar Police Civil Service Commission Minutes from May 19, 2025
   F. Willmar Airport FAA Grant Agreement - Runway 13/31 Equipment
   G. Accept and Final Project No. 2401-A 10th Street NW Reconstruction
   H. Introduction of an Ordinance Amending Ordinance Number 1533 - Reschedule Public Hearing
   I. Church of St. Mary Lawful Gambling Application
   J. Accounts Payable Report, 7/17/2025 - 7/30/2025

   Information:

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

   A. Receive proposed 2026 Kandiyohi County/City of Willmar Economic Development Budget
   B. Forward Board of Zoning Appeals Item: Request to Modify Parking Setback
   C. Project No. 2503-C Technology Dr Change Order No. 1
   D. Project No. 2503-D Business Highway 71 Change Order No. 1
   E. Consideration Approval of Retail Registration Application for a Cannabis Combination License - LeafLine Labs, LLC dba RISE Willmar

10. Announcements
11. Adjourn to Close Session
    A. Labor Negotiations Strategy under Minn. Stat. sec 13D.03, subd. 1
12. Adjourn

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

July 21, 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, Steve Gardner, Rick Fagerlie, Vicki Davis, Tom Butterfield, and Carl Shuldes, Excused Tom Gilbertson, Present 8, Absent 1.

Also present were City Administrator Leslie Valiant, City Operations Director Kyle Box, Police Chief Michael Holme, Finance Director Tom Odens, Planning and Development Director Christopher Corbett, Human Resource Director Allisa Gambrel, Public Works Director Justin DeLeeuw, City Engineer Jared Voge, Director of Community Growth Pablo Obregon, Environmental Specialist Sara Sietsema, City Clerk Vernae Larsen, and City Attorney Robert Scott attended remotely.

There were no additions or deletions to the agenda.

Council Member Ask motioned **to Approve the Agenda as Presented**. 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 Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes
Noes	None

City Clerk Vernae Larsen reviewed the consent agenda.

Approve:

A. City Council Minutes of July 7, 2025
B. Planning Commission Meeting Minutes of July 2, 2025
C. Planning Commission Meeting Minutes of July 16, 2025_DRAFT
D. Willmar Municipal Utilities Commission Minutes of July 14, 2025
E. Consideration of Sale of THC Product License- Coborn's Incorporated dba Cash Wise
F. Pennock Lions Club Lawful Gambling Application
G. Accounts Payable Report, 7/3/2025 - 7/16/2025

Information:

H. Director Reports
I. Finance Report

J. WMU Financial Report for May 2025

Council Member Ask moved to **Approve Consent Agenda Items.** 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 Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes
Noes	None

OPEN FORUM

Albert Reyes, 525 16th Street SW, addressed the council and expressed concern regarding the flooding around the city.

REGULAR BUSINESS

A. **Consideration of Awarding Sale of General Obligation Improvement Bonds, Series 2025A**

Director of Finance Tom Odens and Jake Emmeott from Baker Tilly presented the competitive bid information for consideration of Awarding Sale of General Obligation Improvement Bonds, Series 2025A. Council Member Shuldes moved to **Approve Resolution No. 2025-084 Awarding the Sale of $4,175,000 General Obligation Bonds Series 2025A, fixing their forms and specifications; directing their execution and delivery; and providing for their payment.** 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 Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes
Noes	None

B. **Introduction of an Ordinance Amending Ordinance Number 1533**

Director of Operations Kyle Box introduced the Ordinance Amending Ordinance Number 1533 and called for a Public Hearing on August 4, 2025 at 6:30 PM. He also asked to have the Ordinance Published by Summary. A motion was made by Council Member Nelsen to **Schedule the Public Hearing to Amend Ordinance Number 1533 for August 4, 2025 at 6:30 PM.** Council Member Gardner seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Council Member Ask moved to **Approve the Publication of the Ordinance by Summary.** 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 Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

C. **Consideration of Giliberto's No. 6 Inc. On-Sale Wine and 3.2 % Intoxicating Liquor**

City Clerk Vernae Larsen presented the license application for Giliberto's No. 6 Inc. Wine On-Sale and 3.2% Intoxicating Liquor Licenses through the Fiscal Year Ending April 25, 2026. Council Member Fagerlie made a motion to **Approve Giliberto's No. 6 Inc. On-Sale Wine and 3.2 % Intoxicating Liquor Licenses**. Council Member Butterfield seconded the motion, which carried on a roll call vote of Ayes 7, Noes 0.

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

Noes None

With no further business to discuss, Council Member Shuldes moved to **Adjourn at 6:54 PM.** 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 Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

Noes None

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MAYOR

Attest:

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CITY CLERK

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

HELD: July 21, 2025

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Willmar, Minnesota, was held in said City on the 21st day of July, 2025, commencing at 6:30 o'clock P.M.

The following members were present: Council Member Ask, Council Member Nelsen, Council Member Gardner, Council Member Fagerlie, Council Member Davis, Council Member Butterfield, Council Member Shuldes

and the following were absent: Council Member Gilbertson

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The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's $4,065,000 General Obligation Improvement Bonds, Series 2025A.

The City Finance Director presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in **Exhibit A** attached.

After due consideration of the proposals, Council Member Shuldes introduced the following resolution, and moved its adoption:

RESOLUTION NO. 2025-084

A RESOLUTION AWARDING THE SALE OF
$4,065,000 GENERAL OBLIGATION
IMPROVEMENT BONDS, SERIES 2025A
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Background.

1.01 The City is authorized by Minnesota Statutes, Chapters 429 and Minnesota Statutes, Chapter 475, as amended (collectively, the "Act") to provide financing for various public improvement projects in the City, including without limitation street and related public improvement projects included in the 2025 Improvement Projects (the "Improvements").

1.02 The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and the City's municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.03 On May 19, 2025, the City Council adopted a resolution calling a public hearing on an Ordinance entitled "An Ordinance Authorizing the Issuance of Up To $7,000,000 General Obligation Improvement Bonds, Series 2025A and Levying of Taxes to Secure the Payment Thereof" (the "Ordinance").

1.04 A public hearing on the adoption of the Ordinance was held on June 16, 2025, and, following the public hearing the City Council adopted the Ordinance which was duly published in accordance with the City Charter. On June 16, 2025 the City Council also adopted its Resolution Providing for the Competitive Negotiated Sale of $4,065,000 General Obligation Improvement Bonds, Series 2025A (the "Initiating Resolution").

1.05 No Certificate of Intent was filed in accordance with Section 7.04(j) of the City Charter within 15 days after adoption of the Ordinance or the Initiating Resolution.

Section 2. Sale of Bonds.

2.01 Authorization. It is hereby determined that it is necessary to provide financing for the Improvements and to finance those improvements through the issuance of the City's $4,065,000 General Obligation Improvement Bonds, Series 2025A (the "Bonds").

2.02. Award to the Purchaser and Interest Rates. The proposal of Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser") to purchase the Bonds of the City described in the Terms of Proposal thereof is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of $4,229,743.65 (par amount of $4,065,000.00, plus a premium of $203,450.00, less an underwriter's discount of $38,706.35), for Bonds bearing interest as follows:

Year of Maturity	Interest Rate	Year of Maturity	Interest Rate
2027	5.00%	2035	5.00%
2028	5.00	2036	4.00
2029	5.00	2037	4.00
2030	5.00	2038	4.00
2031	5.00	2039	4.00
2032	5.00	2040	4.00
2033	5.00	2041	4.00
2034	5.00		

2.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created, or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director upon consultation with the City's municipal advisor. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Mayor and City Administrator are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

2.04. Terms and Principal Amounts of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of $4,065,000, originally dated the date of delivery, in fully registered form and in the denominations of $5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2027	$115,000	2035	$285,000
2028	205,000	2036	300,000
2029	215,000	2037	315,000
2030	230,000	2038	325,000
2031	235,000	2039	340,000
2032	250,000	2040	350,000
2033	260,000	2041	365,000
2034	275,000		

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

2.05. Optional Redemption. The City may elect on February 1, 2035, and on any day thereafter to prepay Bonds maturing on or after February 1, 2036. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 3. Registration and Payment.

3.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof is payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2026, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

3.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is at any time registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

3.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

3.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

3.06. Form of Bonds. The Bonds will be printed or typewritten in substantially the form set forth in **Exhibit B** attached hereto.

3.07. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kutak Rock LLP, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Funds and Accounts; Security; Payment.

4.01. (a) Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the General Obligation Improvement Bonds, Series 2025A Debt Service Fund (the "Debt Service Fund"). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Amounts in the Debt Service Fund are irrevocably pledged to the Bonds. To the Debt Service Fund hereby created, there is hereby pledged and irrevocably appropriated and there will be credited: (A) the proceeds of ad valorem property taxes herein or hereafter levied (the "Taxes"), and, subject to 4.01(b), the special assessments levied against the property specially benefited by the Improvements (the "Assessments"); (B) capitalized interest financed from Bond proceeds, if any; (C) the amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 2.03 hereof; and (D) all investment earnings on funds in the Debt Service Fund; and (E) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Fund. The Debt Service Fund will be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Finance Director will report to the City Council any current or anticipated deficiency in the Debt Service Fund in the amount necessary to pay the principal of and interest on the Bonds when due. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Assessments and Taxes when collected.

(b) Construction Fund. The City hereby creates the General Obligation Improvement Bonds, Series 2025A Construction Fund (the "Construction Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The proceeds of the Bonds, less the appropriations made in Section 4.01(a), together with the Assessments collected during the construction of the Improvements and any other funds appropriated for the Improvements will be deposited in a separate construction fund (the "Construction Fund") to be used solely to defray expenses of the Improvements and the payment of principal and interest on the Bonds prior to the completion and payment of all costs of the Improvements. Any balance remaining in the Construction Fund after completion of the Improvements and payment of the costs thereof, may be used to pay the cost in whole or in part of any other improvement instituted under the Act under the direction of the City Council or may be used as provided in Minnesota Statutes, section 475.65. Thereafter, the Construction Fund is to be closed and any remaining balances therein and subsequent collections of Assessments for the Improvements and any Taxes are to be deposited in the Debt Service Fund.

4.02. Covenants. The City hereby covenants with the holders from time to time of the Bonds as follows:

(a) It is hereby determined that the Improvements will directly and indirectly benefit abutting property and other identified property, and that at least 20% of the costs of the Improvements to the City will be paid by Assessments. The City has caused or will cause the Assessments levied or to be levied against the property specially benefited by the Improvements to be promptly levied so that the first installment will be collectible not later than 2026 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

4.03. Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The taxes will be credited to the Debt Service Fund above provided and will be in the years (being each year of collection) and amounts as set forth in **Exhibit C**. The tax levies will be irrepealable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.04. Certification to County Auditor as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Assessments and the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

4.05 County Auditor Certificate as to Registration. The City Finance Director is hereby directed to file a certified copy of this resolution with the County Auditor of Kandiyohi County, Minnesota, together with such other information as he or she shall require, and to obtain the County Auditor's certificate that the Bonds have been entered in the County Auditor's Bond Register, and the tax levy has been made as required by Section 475.63 of the Act.

4.06. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and hereby directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, City Administrator and Finance Director or any of them are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement as it relates to the City.

5.03. Other Certificates. The Mayor, City Finance Director and City Administrator, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Electronic Signatures. The electronic signature of the Mayor, City Finance Director, City Clerk and/or the City Administrator, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02. Rebate.

(a) The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States, if the Bond (together with other obligations reasonably expected to be issued in calendar year 2025) exceeds the small-issuer exception amount of $5,000,000, unless the Bonds qualify for an exception to the rebate requirement under the Code and related Treasury Regulations.

(b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City hereby finds, determines and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Bond is issued and outstanding at one time is not reasonably expected to exceed $5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or the Improvements financed by the Bonds, or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2025 will not exceed $10,000,000; and

(d) not more than $10,000,000 of obligations issued by the City during calendar year 2025 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 2.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (DTC). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar,) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Finance Director of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Finance Director will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When the Bonds (and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the

Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this 21st day of July, 2025.

/S/ Douglas E. Reese
Mayor

Attest:

/S/Vernae Larsen
City Clerk

The motion for adoption of the foregoing resolution was duly seconded by Member Nelsen, and upon vote being taken thereon, the following voted in favor thereof: Council Member Ask, Council Member Nelsen, 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 City Clerk of the City of Willmar, Kandiyohi County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on Monday, July 21, 2025, with the original minutes on file in my office on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of $4,065,000 General Obligation Improvement Bonds, Series 2025A of the City.

WITNESS My hand of the City this 21st day of July, 2025.

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

WILLMAR BOARD OF ZONING APPEALS
TUESDAY, JULY 22, 2025
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

1. The Willmar Boarding of Zoning Appeals met on Tuesday, July 22, 2025, at 5:30pm at City Hall, Conference Room #1.

   Members Present: Steve Ahmann; and Jeanne Kling.

   Others Present: City Planner Christopher Frank; Planning and Development Director Christopher Corbett; Taylor Marcus (Applicant); Jim Bach (Applicant); Heidi Ahmann (Public); Karen Banken (Public); Acacia Banken (Public); Justin Banken (Public); and Richard Huston (Public).

2. Member Kling called the meeting to order and conducted a roll call to confirm the presence of all board members.

3. ADDITIONS OR DELETIONS TO THE AGENDA: None.

4. REGULAR BUSINESS

   4.1 **MARCUS CONST: REQUEST TO MODIFY 15-FT PARKING SETBACK TO 5-FT SETBACK**
   Location: 602 1st St S; Parcel #: 95-006-1460; Ward 3.

   The board discussed a request for a reduction in the 15-foot parking setback to a five-foot parking setback for the western portion of the Legacy Commons parcel, along with the western portion of Monongalia Avenue and a portion of 2nd Street Southwest. This discussion was continued from the June 30th meeting, where it was tabled to allow for additional information and a redesigned plan from Marcus Construction.

   A motion was made by Kling to un-table the item, and it was seconded by Ahmann, bringing the discussion back to the board members.

   The board inquired about traffic study information, which was not yet available for the facility, but city staff noted that the redesigned plan would result in substantially less traffic going to 2nd St SW with the exit moved to Monongalia Ave. City staff confirmed that the updated plan eliminates ingress or egress from 2nd St and loops around the building, exiting onto Monongalia Avenue, however, the redesign would require the requested variance to allow enough space according to Marcus Construction. City staff also provided a copy of a memo requesting that a two-way stop be added at 2nd Street at the Monongalia Ave intersection.

The board discussed the criteria for granting a variance in Minnesota, emphasizing "practical difficulties" and three main factors: reasonableness, uniqueness, and essential character. Member Ahmann expressed concern that the proposed plan might alter the "essential character of the locality," noting that homes to the north have a 30-foot setback, while the proposed parking would be setback five feet. He questioned whether a hardship had been proven. Member Ahmann suggested that the building could be rearranged to meet the 15-foot setback on Second Street and have a 5-foot setback on Monongalia Avenue for exiting purposes.

Taylor Marcus (Applicant) acknowledged the comments and provided details on modification to the plan to benefit the neighborhood. He highlighted that the property was zoned for general business years ago and that the current proposal aims to transition it to "neighborhood commercial," which he believes fits the diverse zoning of the area. Mr. Marcus cited several nearby examples of properties with similar five-foot setbacks, including Quest Wealth Management, a nearby spa, Snap Fitness, Bennett office building, Napa Auto Parts, and West Central Steel Building. He stated that building within existing setbacks would lead to egress onto the 2nd St, with which the neighborhood has as primary concern, and less on-site parking. Mr. Marcus argued that the property's size, shape, and corner location make it unique, and that the plan was adjusted to accommodate neighborhood hardships by eliminating the curb cut on 2nd St SW to improve safety and reduce traffic. He also proposed adding fencing or landscaping on the 2nd St side to block headlights, offering to submit a landscaping or fencing plan for approval.

Mr. Marcus summarized the affirmative findings, stating that the proposed use is reasonable given the property's existing business zoning and the plan's design to reduce impacts on 2nd St. He reiterated that the site is unique (narrow, on a corner, double setback impact) and the circumstances were not created by the owner. He also noted that the plan results from accommodations to the neighborhood (limiting exits, visual screening) and that the variance would not be detrimental to the public, as it eliminates the 2nd St exit, adds screening, and provides additional parking.

City staff clarified that the committee's jurisdiction is limited to parking variances and cannot prevent the building from being constructed, as it has already been approved by the Planning Commission.

Member Ahmann motioned to refer the issue to the city council for their determination, which Member Kling seconded. City staff confirmed that Marcus Construction has the option to proceed with egress onto Second Street Southwest without a variance if the request is denied or delayed**. The motion passed unanimously**.

5. <u>MISCELLANEOUS</u>

6. <u>ADJOURN</u>

A motion to adjourn the meeting was made by Member Ahmann and seconded by Member Kling. The motion passed, and the meeting was adjourned.

WILLMAR BOARD OF ZONING APPEALS
MONDAY, JUNE 30, 2025
333 6TH STREET SW, CONFERENCE ROOM 1

MINUTES

1. The Willmar Boarding of Zoning Appeals met on Monday, June 30, 2025, at 5:30pm at City Hall, Conference Room #1.

   Members Present: Steve Ahmann; and Jeanne Kling (via telephone).

   Others Present: City Planner Christopher Frank; Planning and Development Director Christopher Corbett; Ryan Hegreberg (Applicant); Taylor Marcus (Applicant); Larry Spencer (Public); Heidi Ahmann (Public); Karen Banken (Public); Acacia Banken (Public); Justin Banken (Public); Richard Huston (Public); and Jennifer Kotila (West Central Tribune).

2. Member Ahmann called the meeting to order and conducted a roll call to confirm the presence of all board members.

3. ADDITIONS OR DELETIONS TO THE AGENDA: None.

4. REGULAR BUSINESS

   4.1 **RYAN HEGREBERG: REQUEST TO ALLOW CONCRETE PARKING PAD IN FRONT OF HOME**
   Location: 418 10th St SW; Parcel #: 95-003-6860; Ward 2.
   Public Hearing

   Ryan Hegreberg submitted a request for a variance to allow a driveway in front of his house at 418 10th St SW to provide off-street parking. The property currently has no garage or access to the rear yard for a garage. Typically, a driveway in the front yard is not permitted without a garage by zoning ordinance.

   The public hearing was opened. Larry Spencer, a neighbor, inquired about the proposed driveway's proximity to his property line and whether the existing driveway approach would be used, noting that he owns the south three feet of that driveway. Mr. Hegreberg clarified that he was considering moving the curb cut further north to move it away from the neighboring property. The required setback from a neighbor's property line for a typical driveway is five feet. Mr. Hegreberg indicated plans to remove the existing middle sidewalk to accommodate the new approach. The public hearing was closed.

   Member Kling expressed agreement with Steve Ahmann that the request should be granted, especially if it addresses the neighbor's concerns. She suggested, if possible, favoring the north side for the driveway as a recommendation.

The Board read through the affirmative findings of fact for the conditions of this variance. After further discussion, **Member Kling motioned to approve the variance**, with the understanding that the placement would ideally be on the northern side of the sidewalk, but with flexibility if Public Works deemed it unworkable. The motion also allowed for the driveway to be on the south side if needed, ensuring the five-foot setback from the property line would still apply. **The motion was seconded by Member Ahmann and passed.**

4.2 **MARCUS CONST: REQUEST TO MODIFY 15-FT PARKING SETBACK TO 5-FT SETBACK**
Location: 602 1st St S; Parcel #: 95-006-1460; Ward 3.
Public Hearing

Marcus Construction requested a variance to reduce the required 15-foot parking setback to a five-foot setback. This property is part of the Legacy Commons development, adjacent to the west of the Caribou Cabin. The requested five-foot setback is customary along most properties on First Street and is already applied to the remainder of the Legacy Commons property. The variance would allow for uniformity along Monongalia Avenue and for the portion of 2nd St SW bordering this lot.

The public hearing was opened. Members of the public expressed concerns about the changing dynamic between commercial and residential zoning. The public noted increased noise from existing businesses and the new establishment, even without a drive-through speaker system. The public also cited increased traffic, near accidents, decreased privacy due to headlights shining into homes, and a higher risk of accidents at the "awful intersection" of Monongalia and Second Street. The increase in commercial traffic onto 2nd Street and its impact on the road capacity, along with stormwater implications were also mentioned. The public voiced frustration that residents were not informed and felt that the project would "alter the essential character of the locality" and "create an increased risk of endangerment to Public Welfare."

Marcus Construction clarified that they are the contractor, not the owners or operators of the business. The owners of the land are Legacy Group. They stated that the intention for development on the back half of the property has been in their plans since the Caribou Cabin variance was created. They also noted that they follow civil engineering requirements for stormwater management and cannot control street conditions like potholes.

Member Kling raised several questions, including whether the city planned to install a stop sign at the intersection, the exact nature of the restaurant, and the location of the pickup window. Planner Frank responded that the property would include a pickup window on the North End, meaning customers would order via an app and only drive through for pickup, not to an order box. He reiterated that the plan had already been approved by the Planning Commission, and this board's decision only affected the parking variance. Planner Frank indicated that city staff would investigate adding stop signs at the Monongalia-2nd St SW intersection.

Marcus Construction agreed to address the concerns of the neighbors and consider different plans for the pickup lane. The public hearing was closed.

Member Kling motioned to table the discussion until further notice to allow more questions to be answered, specifically regarding traffic and accident reports, and hours/days of operation. Member Ahmann seconded the motion. The motion carried, and the item was tabled.

5. MISCELLANEOUS

6. ADJOURN

A motion to adjourn the meeting was made by Member Kling and seconded by Member Ahmann. The motion passed, and the meeting was adjourned.

WILLMAR MUNICIPAL UTILITIES COMMISSION

Meeting Minutes – July 28, 2025
11:45 – WMU Auditorium

The Willmar Municipal Utilities Commission (MUC) held its regularly scheduled meeting on Monday, July 28, 2025, at 11:45 a.m. in the WMU Auditorium. Commissioners in attendance were John Kennedy, Terrill Sieck, Dave Baumgart, Carol Laumer, and Bruce DeBlieck. Commissioners Shawn Mueske and Patricia Elizondo were absent.

Also in attendance were General Manager Jeron Smith; Director of Administration Janell Johnson; Facilities and 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 West Central Tribune journalist Jennifer Kotila.

Vice President John Kennedy, serving as Acting President in the absence of President Shawn Mueske, called the meeting to order, followed by the Pledge of Allegiance. He then asked if there were any changes to the agenda. General Manager Smith requested the removal of Agenda Item 4, Amendment to Ordinance No. 1531 Commissioner Baumgart moved to remove the item, seconded by Commissioner DeBlieck, and that motion was approved unanimously. Vice President Kennedy proceeded to the consent agenda. General Manager Smith provided clarification on select items in the bill payment list. After review and discussion, Commissioner Laumer moved to approve the consent agenda, seconded by Commissioner Baumgart.

RESOLUTION NO. 27

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

- Minutes from the July 14, 2025, MUC Meeting
- Bills represented by vouchers No. 20251125 through No. 20251177, including associated wire transfers, totaling $2,208,570.17."

Dated this 28th day of July, 2025.

____
President

Attest:

____
Secretary

The foregoing resolution was adopted by a vote of five ayes and zero nays.

General Manager Smith presented the 2024 NERC Compliance Year-End Review. WMU remained in good standing as a registered Transmission Owner under the oversight of NERC and the Midwest Reliability Organization. Throughout 2024, staff addressed 17 reliability standards through system inspections, policy updates, training, and required reporting. The review also outlined upcoming regulatory changes and new standards taking effect in 2025 and beyond.

General Manager Smith presented two proposals for a system-wide Arc Flash Assessment. Following review and discussion, he recommended awarding the contract to DGR Engineering due to its comprehensive scope, which includes distribution system modeling and GIS integration. Commissioner Laumer moved to approve the recommendation, seconded by Commissioner Baumgart.

RESOLUTION NO. 28

BE IT RESOLVED that the Willmar Municipal Utilities Commission hereby awards the 2025 Arc Flash Assessment contract to DGR Engineering in the amount of $63,000. DGR's proposal was selected for its comprehensive scope, including assessment of all electric and water facilities, system modeling updates, and GIS data integration.

Dated this 28th day of July 2025.

____

President

Attest:

____

Secretary

General Manager Jeron Smith informed the Commission that the June MRES Board Summary is available for review. He also summarized recent Open Meeting Law updates, as presented by Attorney Robert Scott. Under the new provisions, members of public bodies, such as commissioners or council members, may attend meetings remotely from any location without disclosing their whereabouts, provided audio and visual participation is maintained, at least one member is physically present at the regular meeting site, and all votes are conducted by roll call. These updates apply to both open and closed meetings, so long as confidentiality is maintained. It was also noted that WAPA finalized a revision to its General Power Contract Provisions allowing customers to sell or transfer renewable energy certificates (RECs) associated with their hydropower allocation, with contract amendments required to participate. Smith concluded by acknowledging the July 27 storm, during which a fallen branch caused a 50-minute outage on Feeder 2, affecting approximately 1,700 customers. He commended WMU's line department for their prompt and effective response.

Upcoming Events:

- Labor Committee Meeting: August 7 at 12:00 p.m.
- Marshall Solar Plus Tour*:* August 14 & September 11 at 10:00 a.m. or 1:00 p.m.
- MMUA Summer Conference (Rochester, MN)*:* August 18–20, 2025
- MRES Municipal Power Leadership Academy (Sioux Falls, SD)*:* September 17–18, 2025

Vice President Kennedy asked if there were any additional matters for discussion. Hearing none, Commissioner Baumgart moved to adjourn the meeting. The motion was seconded by Commissioner Sieck and approved unanimously by a vote of five ayes and zero nays. The meeting adjourned at 12:20 p.m.

Respectfully submitted,
WILLMAR MUNICIPAL UTILITIES

Abby Ahrendt, Executive Secretary

ATTEST:

Secretary

MINUTES
WILLMAR POLICE COMMISSION
Monday, May 19, 2025

A meeting of the Willmar Police Civil Service Commission was held on Monday, May 19, 2025, at the Law Enforcement Center in Willmar.

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

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

Chief Holme summarized the backgrounds of three police officer applicants to the Commission. After much discussion, Commissioner Rosendahl made the motion to not extend a conditional offer to the first and third reviewed candidates, seconded by Commissioner Schulstad. After reviewing and discussing the second applicant's background summary, Commissioner Rosendahl made the motion to extend a conditional offer to this candidate, seconded by Commissioner Clark. **Motion carried.**

Chief Holme will notify all three applicants to advise them of the Commission's decisions. Administrative Assistant Shuldes will begin working with the approved applicant to set up testing appointments. The Commission agreed that if the testing results come back favorable to Chief Holme, a request to administration can be made without the Commission reconvening to vote.

Chief Holme presented five Community Service Officer applicants' background summaries. After careful review and discussion, Commissioner Schulstad made the motion to recommend hire to three applicants, seconded by Commissioner Clark. **Motion carried.**

Chief Holme will call each applicant to advise them of the Commission's decision. Also, Chief Holme will contact the city to discuss the next steps.

Miscellaneous

- Captain Anderson asked the Commission if in the future, when doing interviews with one Commissioner on the interview panel, would the Commission be comfortable with the recommendation of that Commissioner as to whether or not proceed directly to a conditional offer with testing appointments. This would both eliminate the need for a Commission meeting and also speed up the hiring process. The Commission unanimously agreed that they would be comfortable with this process.

- Chief Holme advised the Commission that there is one more police officer applicant who has a pending background summary. The hope is that it will be available for review soon.

- Chief Holme stated that with his hiring to the Chief position, it has left an opening of a Sergeant position in the department. He also stated that the eligibility list shows one candidate from the last Sergeant hiring, which was approximately 15 months ago. Commissioner Clark made the motion to open the position internally for qualified officers to submit letters of interest, seconded by Commissioner Rosendahl. An email will be sent to the department with instructions for anyone eligible to submit a letter of interest to Captain Anderson by 4pm on Tuesday, June 3rd, 2025.

Having no further business, a motion was made by Commissioner Rosendahl and seconded by Commissioner Clark to adjourn. The meeting was adjourned at 11:33 a.m.

by Lynn Shuldes

WILLMAR MINNESOTA

INC. 1901

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	5.F.
Agenda Section:	Consent Items	**Originating Department:**	Administration
Resolution:	Yes	**Prepared By:**	Leslie Valiant, City Administrator
Ordinance:	No	**Presented By:**	Kyle Box, City Operations Director
Item:	Willmar Airport FAA Grant Agreement - Runway 13/31 Equipment		

RECOMMENDED ACTION:
Motion to accept the Federal Aviation Administration (FAA) grant for equipment reconstruction related to Willmar Airport Runway 13/31

OVERVIEW:
Council approved the Runway 13/31 Lighting System Replacement Project on June 16, 2025. The total project cost is estimated at $1,1211,456. This is the first of several grant funding sources the City will be receiving from the Federal and State.
The Federal Aviation Administration (FAA) has awarded a 95% grant up to a maximum of $408,172 for equipment improvements to Runway 13/31. Improvements include reconstructing airfield equipment (Windcone), reconstructing airport rotating beacon, reconstructing runway visual guidance system 13/31 (PAPI), reconstructing runway visual guidance system 13/31 (REIL).

BUDGETARY/FISCAL ISSUES:

Federal Funding (95%)	$1,150,883.00
State Funding (2.5%)	$30,286.60
City (2.5%)	$30,286.40

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution Airport Runway 13 31 Equipment Grant
2. Aiport IIJA Grant Offer 2025.07.17
3. BDH_Rwy1331_Lighting_Repl_Bid_Recommendation

RESOLUTION NO. __________

AUTHORIZATION ACCEPTING GRANT AGREEMENT FOR AIRPORT IMPROVEMENT

Motion By:______________ Second By:______________

BE IT RESOLVED by the City Council of the City of Willmar, a municipal corporation of the State of Minnesota, approves Federal Aviation Administration Grant 3-27-0115-019-2025 for the following reconstruct airfield equipment: Windcone, Rotating Beacon, Runway Visual Guidance System 13/31 (PAPI), Runway Visual Guidance System 13/31 (REIL) in the maximum 95% obligation amount of $408,172.

Dated this 4th day of August, 2025.

____
MAYOR

Attest:

____
CITY CLERK

U.S. Department
of Transportation
Federal Aviation Administration

Dakota-Minnesota
Airports District Office

6020 28th Avenue South, Suite 102
Minneapolis, MN 55450

2301 University Drive, Building 23B
Bismarck, ND 58504

July 17, 2025

Ms. Leslie M. Valiant
City Administrator
333 SW 6th St
PO Box 755
Willmar, MN 56201

Willmar Municipal/John L Rice Field Airport (BDH)
Willmar, MN
Grant No 3-27-0115-019-2025
UEI No GGFURU67TYY4
IIJA AIG Grant Offer Letter

Dear Ms. Valiant:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project **No. 3-27-0115-019-2025** at Willmar Municipal/John L Rice Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mark Schrader, (701) 323-7384, Mark.R.Schrader@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

E Lindsay Terry

E. Lindsay Terry
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	July 22, 2025
Airport/Planning Area	Willmar Municipal/John L Rice Field Airport
Airport Infrastructure Grant Number	3-27-0115-019-2025
Unique Entity Identifier	GGFURU67TYY4

TO: City of Willmar

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 14, 2025, for a grant of Federal funds for a project at or associated with the Willmar Municipal/John L Rice Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Willmar Municipal/John L Rice Field Airport (herein called the "Project") consisting of the following:

Reconstruct Airfield Equipment (Windcone), Reconstruct Airport Rotating Beacon, Reconstruct Runway Visual Guidance System 13/31 (PAPI), Reconstruct Runway Visual Guidance System 13/31 (REIL)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$408,172**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $408,172 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR

§ 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or
        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

   a. Verify the non-Federal entity is eligible to participate in this Federal program by:

      1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

      2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

      3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

   b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

   c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

   a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

      1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

      2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

         i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

   a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

   a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

      i. Severe forms of trafficking in persons;

      ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      iii. The use of forced labor in the performance of this grant; or any subaward; or

      iv. Acts that directly support or advance trafficking in person, including the following acts;

         a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

            1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

            2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

         c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

         d) Charging recruited employees a placement or recruitment fee; or

         e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

   b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

a. "Employee" means either:

i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

b. "Private entity" means:

i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated March 14, 2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the

maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
   (1) additional conditions on the award;
   (2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
   (3) any other remedy legally available.
c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

36. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:

    a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment; unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);

    b. Prior to commissioning, assure the equipment meets the FAA's standards; and

    c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.

37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

38. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

E Lindsay Terry

(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated July 22, 2025

City of Willmar
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: Leslie M. Valiant
(Typed Name of Sponsor's Authorized Official)

Title: City Administrator
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ________________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Minnesota__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ____

By: ______________________________

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. **Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
   1. eliminate such adverse effect in a manner approved by the Secretary; or
   2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Willmar**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 14, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

BOLTON & MENK
Real People. Real Solutions.

2040 Highway 12 East
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Bolton-Menk.com

June 11, 2025

Ms. Leslie Valiant
City Administrator
City of Willmar
333 Southwest 6th Street
Willmar, MN 56201

RE: Willmar Municipal Airport (BDH)
2025 Airport Runway 13/31 Lighting System Replacement Project
Bid Results & Award Recommendation

Dear Ms. Valiant,

On June 11, 2025, two (2) bids were received for the 2025 Airport Runway 13/31 Lighting System Replacement project. The following is a summary of the bids received:

Bidders	**Total Bid**
Design Electric, Inc.	$840,877.00
PEC Solutions	$1,400,325.00
Engineer's Estimate	*$831,394.02*

The total amount of the low bid is 1.01% above the engineer's estimate. In further review of the low bid, all necessary documentation was included to consider the bid as responsive. In addition, Design Electric, Inc. is qualified to complete the construction for this project.

Based on the above information, I would recommend awarding the contract to Design Electric, Inc. for the 2025 Airport Runway 13/31 Lighting System project in the amount of $840,877.00, contingent upon the availability of Federal funds. The funding participation rates for the project are 95% FAA, 2.5% State, and 2.5% Local.

The total project cost estimate is $1,211,456.00 including construction, engineering, and administration. The project is being funded primarily with FAA federal entitlement funds. The breakdown of funding is as follows:

- Federal (95%) = $ 1,150,883.00
- State (2.5%) = $ 30,286.60
- City (2.5%) = $ 30,286.40

Please contact me at silas.parmar@bolton-menk.com or (612) 987-0138 with any questions or comments.

Sincerely,
Bolton & Menk, Inc.

Silas Parmar, P.E.
Project Manager

Cc: Kyle Box, City of Willmar
Eric Rudningen, City of Willmar
Jared Voge, Bolton & Menk, Inc.

Enclosures (1)

ABSTRACT

Runway 13/31 Lighting System Replacement
City of Willmar, MN
BMI Project No. 24X135915
Bid: 06/11/2025 10:00 AM CDT

						Engineer Estimate		Design Electric. Inc.		PEC Solutions of the Dakotas dba Parsons Electric	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
SCHEDULE 1: RUNWAY 13/31 EDGE LIGHTING & SIGN REPLACEMENT											
	1	GP 50-07	CONTRACTOR STAKING	LUMP SUM	1	$9,995.00	$9,995.00	$11,021.00	$11,021.00	$17,500.00	$17,500.00
	2	GP 70-08	LOW PROFILE BARRICADES	EACH	18	$200.00	$3,600.00	$274.50	$4,941.00	$250.00	$4,500.00
	3	GP 70-08	LIGHTED RUNWAY CLOSURE CROSSES	SET	1	$15,000.00	$15,000.00	$28,131.36	$28,131.36	$20,000.00	$20,000.00
	4	GP 70-08	RUNWAY CLOSURE CROSSES	SET	1	$2,000.00	$2,000.00	$2,204.20	$2,204.20	$7,500.00	$7,500.00
	5	C-105	MOBILIZATION	LUMP SUM	1	$40,400.00	$40,400.00	$22,413.86	$22,413.86	$94,890.00	$94,890.00
	6	P-101-5.1	REMOVE EDGE LIGHT	EACH	70	$125.00	$8,750.00	$471.17	$32,981.90	$750.00	$52,500.00
	7	P-101-5.2	REMOVE GUIDANCE SIGN	EACH	12	$500.00	$6,000.00	$975.41	$11,704.92	$2,000.00	$24,000.00
	8	P-101-5.3	REMOVE ELECTRICAL VAULT EQUIPMENT	LUMP SUM	1	$20,000.00	$20,000.00	$2,816.02	$2,816.02	$2,500.00	$2,500.00
	9	L-108-5.1	NO. 8 AWG, 5kV CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	16500	$1.40	$23,100.00	$1.83	$30,195.00	$6.00	$99,000.00
	10	L-108-5.2	NO. 6 AWG, 600V CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	15000	$2.20	$33,000.00	$1.95	$29,250.00	$4.50	$67,500.00
	11	L-108-5.3	NO . 6 AWG, BARE COUNTERPOISE W/ GROUND RODS	LF	11000	$2.00	$22,000.00	$2.61	$28,710.00	$6.00	$66,000.00
	12	L-108-5.4	50-PAIR COMMUNICATION CABLE	LF	500	$4.50	$2,250.00	$4.72	$2,360.00	$15.00	$7,500.00
	13	L-110-5.1	2-INCH SCHEDULE 40 PVC OR PE DUCT, INCLUDING TRENCH	LF	13500	$6.50	$87,750.00	$4.07	$54,945.00	$9.50	$128,250.00
	14	L-125-5.1	L-862(L) HIGH INTENSITY RUNWAY LIGHT	EA	55	$1,500.00	$82,500.00	$2,583.88	$142,113.40	$2,250.00	$123,750.00
	15	L-125-5.2	L-862E(L) HIGH INTENSITY RUNWAY THRESHOLD LIGHT	EA	16	$1,400.00	$22,400.00	$1,877.92	$30,046.72	$2,350.00	$37,600.00
	16	L-125-5.3	L-867 HANDHOLE	EA	8	$1,100.00	$8,800.00	$1,434.25	$11,474.00	$1,900.00	$15,200.00
	17	L-125-5.4	L-867(L) AIRFIELD GUIDANCE SIGN	EA	12	$5,500.00	$66,000.00	$5,294.26	$63,531.12	$12,000.00	$144,000.00
	18	L-125-5.5	L-828 CONSTANT CURRENT REGULATOR, 10KW	EA	1	$20,000.00	$20,000.00	$16,359.44	$16,359.44	$25,000.00	$25,000.00
	19	L-125-5.6	FIELD LIGHTNING ARRESTOR	EA	6	$1,200.00	$7,200.00	$546.93	$3,281.58	$2,500.00	$15,000.00
	20	L-125-5.7	SPARE PARTS	LUMP SUM	1	$15,000.00	$15,000.00	$10,917.40	$10,917.40	$2,000.00	$2,000.00
	21	L-125-5.8	VAULT ELECTRICAL SYSTEMS & TESTING	LUMP SUM	1	$75,000.00	$75,000.00	$72,023.81	$72,023.81	$75,000.00	$75,000.00
	22	L-125-5.12	CONNECT EXISTING PAPIS, REILS, WINDCONE, BEACON	LUMP SUM	1	$5,000.00	$5,000.00	$4,799.80	$4,799.80	$2,000.00	$2,000.00
SCHEDULE 2: RUNWAY 13/31 NAVAIDS, BEACON, & WINDCONE REPLACEMENT											
	23	GP 50-07	CONTRACTOR STAKING	LUMP SUM	1	$4,648.02	$4,648.02	$5,510.50	$5,510.50	$11,000.00	$11,000.00
	24	C-105	MOBILIZATION	LUMP SUM	1	$18,600.00	$18,600.00	$15,074.00	$15,074.00	$32,335.00	$32,335.00
	25	P-101-5.4	REMOVE WINDCONE	EACH	1	$1,000.00	$1,000.00	$2,171.24	$2,171.24	$2,500.00	$2,500.00
	26	P-101-5.5	REMOVE BEACON	EACH	1	$1,001.00	$1,001.00	$3,479.48	$3,479.48	$3,500.00	$3,500.00
	27	P-101-5.6	REMOVE PAPIS	SET	2	$2,500.00	$5,000.00	$2,820.43	$5,640.86	$5,000.00	$10,000.00
	28	P-101-5.7	REMOVE REILS	SET	1	$1,000.00	$1,000.00	$3,081.91	$3,081.91	$3,500.00	$3,500.00
	29	L-101-5.1	L-802A(L), CLASS 2 AIRPORT ROTATING BEACON ONLY	EA	1	$20,000.00	$20,000.00	$30,300.74	$30,300.74	$35,000.00	$35,000.00
	30	L-107-5.1	L-807(L), STYLE I-B, SIZE 2 PRIMARY WIND CONE AND FOUNDATION	EA	1	$12,000.00	$12,000.00	$11,532.87	$11,532.87	$19,000.00	$19,000.00
	31	L-108-5.1	NO. 8 AWG, 5kV CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	11000	$2.00	$22,000.00	$1.83	$20,130.00	$6.00	$66,000.00
	32	L-108-5.2	NO. 6 AWG, 600V CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	6500	$2.50	$16,250.00	$1.95	$12,675.00	$4.50	$29,250.00
	33	L-108-5.3	NO. 10 AWG, 600V CABLE, INSTALLED IN DUCT BANK OR CONDUIT	LF	400	$2.00	$800.00	$1.27	$508.00	$6.00	$2,400.00
	34	L-110-5.1	2-INCH SCHEDULE 40 PVC OR PE DUCT, INCLUDING TRENCH	LF	2700	$6.50	$17,550.00	$4.07	$10,989.00	$9.50	$25,650.00
	35	L-125-5.6	FIELD LIGHTNING ARRESTOR	EA	4	$1,200.00	$4,800.00	$546.93	$2,187.72	$2,500.00	$10,000.00
	36	L-125-5.9	L-828 CONSTANT CURRENT REGULATOR, 4KW	EA	1	$16,000.00	$16,000.00	$11,614.16	$11,614.16	$20,000.00	$20,000.00
	37	L-125-5.10	L-881(L) STYLE B, CLASS II, PRECISION APPROACH PATH INDICATOR	SET	2	$45,000.00	$90,000.00	$38,277.21	$76,554.42	$39,500.00	$79,000.00
	38	L-125-5.11	L-849(L), STYLE A, RUNWAY END IDENTIFIER LIGHTS	SET	1	$25,000.00	$25,000.00	$13,205.57	$13,205.57	$20,000.00	$20,000.00
BASE BID TOTAL (SCHEDULE 1 + SCHEDULE 2)							**$831,394.02**		**$840,877.00**		**$1,400,325.00**

INC· 1901

WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	5.G.
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:	Accept and Final Project No. 2401-A 10th Street NW Reconstruction		

RECOMMENDED ACTION:
Adopt the resolution accepting Project No. 2401-A and authorize final payment to Levanen Underground, LLC in the amount of $73,557.17.

OVERVIEW:
Project No. 2401-A, the reconstruction of 10th Street NW from Ella Avenue to Gorton Avenue, was awarded to Levanen Underground, LLC at the April 1, 2024 Council Meeting. Quantities have been reviewed by staff with the recommendation final payment be made.

BUDGETARY/FISCAL ISSUES:
The final payment is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. RESOLUTION- ACCEPT & FINAL PROJECT NO. 2401-A
2. Project No. 2401-A 10th Street NW Final Pay App

Resolution No.

A RESOLUTION ACCEPTING PROJECT NO. 2401-A AND AUTHORIZING FINAL PAYMENT.

Motion By:______________ Second By:_____________

IMPROVEMENT: Project No. 2401-A: 10th Street NW Reconstruction

CONTRACTOR:	Levanen Underground, LLC
DATE OF CONTRACT:	April 1, 2024
BEGIN WORK:	June 2, 2024
COMPLETE WORK:	July 7, 2025
APPROVE, ENGINEERING DEPT:	July 28, 2025

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

1. The said City of Willmar Project No. 2401-A be herewith approved and accepted by the City of Willmar.

2. The following summary and final payment be approved:

ORIGINAL CONTRACT AMOUNT:	$719,661.00
CHANGE ORDER NO. 1	-$32,022.43
ACTUAL FINAL CONTRACT AMOUNT AS CONSTRUCTED:	$687,638.57
Less Previous Payments	$614,081.40
FINAL PAYMENT DUE CONTRACTOR:	**$73,557.17**

Dated this 4th day of August, 2025

____
Mayor

Attest:

____
City Clerk

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

July 28, 2025

Justin Deleeuw
Public Works Director
City of Willmar
801 Industrial Drive SW
Willmar, MN 56201

RE: 10th Street NW Improvement Project
City of Willmar, Minnesota
City Project No.: 2401-A
BMI Project No.: 0W1.132905

Dear Justin:

Please find enclosed Final Payment Estimate and Change Order No. 1 for the above referenced project. The estimate includes all work completed through July 2, 2025. We have reviewed the estimate and change order and recommend approval. If you agree, please sign and date three copies of each and return one copy of each with payment to Levanen Underground LLC and one to me for our files. Also enclosed are IC-134s, and consent of surety.

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

Sincerely,

Bolton & Menk, Inc.

Mitchell Lease

Mitchell Lease, P.E.
Project Manager

Enclosure

H:\WILL\0W1132905\7_Construction\D_Pay Applications\Pay App 8 - Final\Parts\2025-07-28 132905 2401-A 10th Street NW Pay App Final Cover Ltr.docx

Contractor's Application for Payment

Owner:	City of Willmar	**Owner's Project No.:**	2401-A
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	0W1.132905
Contractor:	Levanen Underground LLC	**Agency's Project No.:**	
Project:	10th Street NW Improvement Project		
Contract:	10th Street NW Improvement Project		
Application No.:	FINAL	**Application Date:**	7/2/2025
Application Period:	**From** 6/10/2025		7/2/2025

1. Original Contract Price	$	719,661.00
2. Net change by Change Orders	$	(32,022.43)
3. Current Contract Price (Line 1 + Line 2)	$	687,638.57
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	687,638.57
5. Retainage		
a. ______ X $ 687,638.57 Work Completed	$	-
b. ______ X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
6. Amount eligible to date (Line 4 - Line 5.c)	$	687,638.57
7. Less previous payments	$	614,081.40
8. Amount due this application	$	73,557.17
9. Balance to finish, including retainage (Line 3 - Line 4)	$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and

(4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Levanen Underground LLC

Signature: [signature] **Date:** 7-7-2025

Name: Clint levanen **Title:** president

Recommended by Engineer		**Approved by Owner**	
By:	[signature]	**By:**	[signature]
Name:	Josh Halvorson, P.E.	**Name:**	Justin DeLeeuw
Title:	Principal In Charge	**Title:**	Public Works Director
Date:	7/28/2025	**Date:**	7/28/2025

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	**Owner's Project No.:**	**2401-A**
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	**0W1.132905**
Contractor:	Levanen Underground LLC	**Agency's Project No.:**	
Project:	10th Street NW Improvement Project		
Contract:	10th Street NW Improvement Project		

Application No.: FINAL **Application Period:** **From** 06/10/25 **to** 07/02/25 **Application Date:** **07/02/25**

A	B	C	D	E	F	F1	F2	G	H	I	J	K
		Contract Information				Previous Estimate		Work Completed				
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)
	Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	11,000.00	11,000.00	0.90	9,900.00	1.00	11,000.00		11,000.00	100%
2	CLEARING	17.00	TREE	950.00	16,150.00	20.00	19,000.00	20.00	19,000.00		19,000.00	118%
3	GRUBBING	17.00	TREE	850.00	14,450.00	20.00	17,000.00	20.00	17,000.00		17,000.00	118%
4	SALVAGE SIGN	8.00	EACH	60.00	480.00	8.00	480.00	8.00	480.00		480.00	100%
5	REMOVE CONCRETE STEPS	7.00	EACH	550.00	3,850.00	8.00	4,400.00	8.00	4,400.00		4,400.00	114%
6	REMOVE CURB AND GUTTER	1,310.00	LIN FT	5.00	6,550.00	1,356.00	6,780.00	1,356.00	6,780.00		6,780.00	104%
7	REMOVE BITUMINOUS STREET PAVEMENT	3,326.00	SQ YD	5.00	16,630.00	3,259.22	16,296.11	3,259.22	16,296.11		16,296.11	98%
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	56.00	SQ YD	40.00	2,240.00	85.00	3,400.00	85.00	3,400.00		3,400.00	152%
9	REMOVE CONCRETE DRIVEWAY PAVEMENT	103.00	SQ YD	50.00	5,150.00	40.00	2,000.00	40.00	2,000.00		2,000.00	39%
10	REMOVE CONCRETE WALK	534.00	SQ YD	9.00	4,806.00	448.30	4,034.70	448.30	4,034.70		4,034.70	84%
11	COMMON EXCAVATION (P)	3,258.00	CU YD	5.00	16,290.00	3,258.00	16,290.00	3,258.00	16,290.00		16,290.00	100%
12	SUBGRADE EXCAVATION (EV)	250.00	CU YD	25.00	6,250.00	-	-	-	-		-	
13	SELECT GRANULAR BORROW (CV)	1,490.00	CU YD	20.00	29,800.00	1,228.37	24,567.41	1,228.37	24,567.41		24,567.41	82%
14	GEOTEXTILE FABRIC TYPE V	3,727.00	SQ YD	2.00	7,454.00	3,606.00	7,212.00	3,606.00	7,212.00		7,212.00	97%
15	AGGREGATE BASE (CV) CLASS 5	829.00	CU YD	25.00	20,725.00	911.28	22,781.94	911.28	22,781.94		22,781.94	110%
16	TYPE SP 9.5 WEARING COURSE MIX (2,C)	615.00	TON	107.00	65,805.00	318.00	34,026.00	630.00	67,410.00		67,410.00	102%
17	TYPE SP 19.0 NON WEAR COURSE MIX (2,B)	615.00	TON	119.00	73,185.00	537.50	63,962.50	537.50	63,962.50		63,962.50	87%
18	AGGREGATE SURFACING - DRIVEWAY RESTORATION	25.00	SQ YD	28.00	700.00	46.00	1,288.00	46.00	1,288.00		1,288.00	184%
19	CONCRETE STEPS	7.00	EACH	500.00	3,500.00	8.00	4,000.00	8.00	4,000.00		4,000.00	114%
20	4" CONCRETE WALK	5,355.00	SQ FT	6.50	34,807.50	5,444.00	35,386.00	5,444.00	35,386.00		35,386.00	102%
21	6" CONCRETE WALK (PEDESTRIAN RAMPS)	1,101.00	SQ FT	14.50	15,964.50	970.00	14,065.00	970.00	14,065.00		14,065.00	88%
22	TRUNCATED DOMES	250.00	SQ FT	65.00	16,250.00	249.00	16,185.00	249.00	16,185.00		16,185.00	100%
23	CONCRETE CURB & GUTTER DESIGN B618	1,332.00	LIN FT	20.00	26,640.00	1,374.00	27,480.00	1,374.00	27,480.00		27,480.00	103%
24	BITUMINOUS DRIVEWAY PAVEMENT	10.00	SQ YD	100.00	1,000.00	11.00	1,100.00	11.00	1,100.00		1,100.00	110%
25	TEMPORARY BITUMINOUS RAMPING	292.00	LIN FT	15.00	4,380.00	185.00	2,775.00	185.00	2,775.00		2,775.00	63%
26	6" CONCRETE DRIVEWAY PAVEMENT	172.00	SQ YD	75.00	12,900.00	175.52	13,164.00	175.52	13,164.00		13,164.00	102%
27	6" EDGE DRAIN	1,183.00	LIN FT	15.00	17,745.00	1,104.00	16,560.00	1,104.00	16,560.00		16,560.00	93%
28	6" DRAIN CLEANOUT	4.00	EACH	2,000.00	8,000.00	6.00	12,000.00	6.00	12,000.00		12,000.00	150%
29	SUMP PUMP DRAINLINE SERVICE	12.00	EACH	530.00	6,360.00	6.00	3,180.00	6.00	3,180.00		3,180.00	50%
30	FURNISH AND INSTALL SIGN, (STREET SIGN)	3.00	EACH	800.00	2,400.00	3.00	2,400.00	3.00	2,400.00		2,400.00	100%
31	FURNISH AND INSTALL SIGN, TYPE C	30.00	SQ FT	95.00	2,850.00	33.00	3,135.00	33.00	3,135.00		3,135.00	110%
32	TRAFFIC CONTROL	1.00	LUMP SUM	10,000.00	10,000.00	0.90	9,000.00	0.90	9,000.00		9,000.00	90%
33	STORM DRAIN INLET PROTECTION	15.00	EACH	500.00	7,500.00	13.00	6,500.00	13.00	6,500.00		6,500.00	87%
34	SCREENED COMMON TOPSOIL BORROW (LV)	220.00	CU YD	12.00	2,640.00	68.40	820.80	68.40	820.80		820.80	31%
35	CONSTRUCTION ENTRANCE	2.00	EACH	1,500.00	3,000.00	-	-	-	-		-	
36	TEMPORARY HYDROMULCH	1,310.00	SQ YD	2.00	2,620.00	737.17	1,474.34	737.17	1,474.34		1,474.34	56%
37	TURF ESTABLISHMENT (HYDROMULCH)	1,310.00	SQ YD	4.00	5,240.00	728.90	2,915.60	1,457.80	5,831.20		5,831.20	111%
38	4" BROKEN LINE MULTI COMP (YELLOW)	150.00	LIN FT	1.00	150.00	-	-	110.00	110.00		110.00	73%
39	REMOVE STORM SEWER PIPE (12" & LARGER)	442.00	LIN FT	12.00	5,304.00	399.00	4,788.00	399.00	4,788.00		4,788.00	90%
40	REMOVE STORM MANHOLE OR CATCH BASIN	7.00	EACH	825.00	5,775.00	7.00	5,775.00	7.00	5,775.00		5,775.00	100%
41	CONNECT TO EXISTING STORM PIPE	2.00	EACH	925.00	1,850.00	2.00	1,850.00	2.00	1,850.00		1,850.00	100%
42	CONNECT TO EXISTING STORM STRUCTURE	1.00	EACH	1,925.00	1,925.00	1.00	1,925.00	1.00	1,925.00		1,925.00	100%
43	12" RC PIPE SEWER CLASS V	420.00	LIN FT	61.00	25,620.00	389.00	23,729.00	389.00	23,729.00		23,729.00	93%
44	CONSTRUCT DRAINAGE STRUCTURE, DES R-1	21.30	LIN FT	580.00	12,354.00	24.03	13,937.40	24.03	13,937.40		13,937.40	113%
45	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	14.70	LIN FT	1,320.00	19,404.00	14.20	18,744.00	14.95	19,734.00		19,734.00	102%

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Willmar	**Owner's Project No.:**	**2401-A**
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	**0W1.132905**
Contractor:	Levanen Underground LLC	**Agency's Project No.:**	
Project:	10th Street NW Improvement Project		
Contract:	10th Street NW Improvement Project		

Application No.: FINAL **Application Period:** **From** 06/10/25 **to** 07/02/25 **Application Date:** **07/02/25**

A	B	C	D	E	F	F1	F2	G	H	I	J	K
		Contract Information				Previous Estimate		Work Completed				
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)
46	CASTING ASSEMBLY (STORM MANHOLE)	3.00	EACH	1,500.00	4,500.00	3.00	4,500.00	3.00	4,500.00		4,500.00	100%
47	CASTING ASSEMBLY (STORM CATCH BASIN)	6.00	EACH	950.00	5,700.00	6.00	5,700.00	6.00	5,700.00		5,700.00	100%
48	INTERIOR LINING OF CATCH BASIN RINGS	6.00	EACH	500.00	3,000.00	6.00	3,000.00	6.00	3,000.00		3,000.00	100%
49	ADJUST FRAME AND RING CASTING (STORM)	4.00	EACH	400.00	1,600.00	-	-	3.00	1,200.00		1,200.00	75%
50	REMOVE SANITARY MANHOLE	3.00	EACH	850.00	2,550.00	3.00	2,550.00	3.00	2,550.00		2,550.00	100%
51	CONNECT TO EXISTING SANITARY SEWER MAIN	3.00	EACH	925.00	2,775.00	3.00	2,775.00	3.00	2,775.00		2,775.00	100%
52	8"x4" PVC WYE, SDR 26	10.00	EACH	450.00	4,500.00	8.00	3,600.00	8.00	3,600.00		3,600.00	80%
53	4" PVC SANITARY SERVICE PIPE, SDR 26	350.00	LIN FT	25.00	8,750.00	281.00	7,025.00	281.00	7,025.00		7,025.00	80%
54	8" PVC PIPE SEWER, SDR 35	592.00	LIN FT	35.00	20,720.00	592.00	20,720.00	592.00	20,720.00		20,720.00	100%
55	CONSTRUCT SANITARY SEWER MANHOLE, 48" DES 4007	29.10	LIN FT	250.00	7,275.00	28.76	7,190.00	29.51	7,377.50		7,377.50	101%
56	CASTING ASSEMBLY (SANITARY)	3.00	EACH	650.00	1,950.00	3.00	1,950.00	3.00	1,950.00		1,950.00	100%
57	ADJUST FRAME AND RING CASTING (SANITARY)	3.00	EACH	450.00	1,350.00	-	-	3.00	1,350.00		1,350.00	100%
58	REMOVE WATERMAIN	679.00	LIN FT	4.00	2,716.00	671.00	2,684.00	671.00	2,684.00		2,684.00	99%
59	SALVAGE GATE VALVE	1.00	EACH	850.00	850.00	1.00	850.00	1.00	850.00		850.00	100%
60	SALVAGE HYDRANT	1.00	EACH	850.00	850.00	1.00	850.00	1.00	850.00		850.00	100%
61	TEMPORARY WATER SERVICE	1.00	LUMP SUM	8,500.00	8,500.00	1.00	8,500.00	1.00	8,500.00		8,500.00	100%
62	CONNECT TO EXISTING WATERMAIN	4.00	EACH	925.00	3,700.00	4.00	3,700.00	4.00	3,700.00		3,700.00	100%
63	HYDRANT 8' BURY	1.00	EACH	7,100.00	7,100.00	1.00	7,100.00	1.00	7,100.00		7,100.00	100%
64	6" GATE VALVE AND BOX	1.00	EACH	2,500.00	2,500.00	1.00	2,500.00	1.00	2,500.00		2,500.00	100%
65	8" GATE VALVE AND BOX	3.00	EACH	3,598.00	10,794.00	3.00	10,794.00	3.00	10,794.00		10,794.00	100%
66	1" CORPORATION STOP & SADDLE	9.00	EACH	600.00	5,400.00	8.00	4,800.00	8.00	4,800.00		4,800.00	89%
67	1" CURB STOP & BOX	9.00	EACH	350.00	3,150.00	8.00	2,800.00	8.00	2,800.00		2,800.00	89%
68	1" PE WATER SERVICE PIPE	340.00	LIN FT	35.00	11,900.00	306.00	10,710.00	306.00	10,710.00		10,710.00	90%
69	6" C900 PVC WATERMAIN	10.00	LIN FT	39.00	390.00	10.00	390.00	10.00	390.00		390.00	100%
70	8" C900 PVC WATERMAIN	667.00	LIN FT	41.00	27,347.00	654.00	26,814.00	654.00	26,814.00		26,814.00	98%
71	4" POLYSTYRENE INSULATION	20.00	SQ YD	100.00	2,000.00	10.67	1,066.67	10.67	1,066.67		1,066.67	53%
72	WATERMAIN FITTINGS	372.00	POUND	25.00	9,300.00	289.00	7,225.00	289.00	7,225.00		7,225.00	78%
73	ADJUST VALVE BOX	3.00	EACH	100.00	300.00	3.00	300.00	3.00	300.00		300.00	100%
74	CASTING ASSEMBLY SPECIAL	1.00	EACH	500.00	500.00	-	-	-	-		-	
				Original Contract Totals	**$ 719,661.00**		**$ 646,401.47**		**$ 687,638.57**	**$ -**	**$ 687,638.57**	**96%**
					Change Orders							
CO 1	Reconciliation of Final Contract Amount	1.00	LUMP SUM	(32,022.43)	(32,022.43)				-		-	
				Change Order Totals	**$ (32,022.43)**				**$ -**	**$ -**	**$ -**	
					Original Contract and Change Orders							
				Project Totals	**$ 687,638.57**				**$ 687,638.57**	**$ -**	**$ 687,638.57**	**100%**

CHANGE ORDER FORM

NO.: 1

Owner:	City of Willmar	Owner's Project No.:	2401-A
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0W1.132905
Contractor:	Levanen Underground LLC	Contractor's Project No.:	
Project:	10th Street NW Improvement Project		
Contract Name:	10th Street NW Improvement Project		
Date Issued:	7/2/2025	Effective Date of Change Order:	7/2/2025

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

Description:

Reconciliation of Final Contract Amount (Contract Price Reduction)

- Lump Sum (-32,022.43)

Attachments: None

Change in Contract Price	**Change in Contract Times**
Original Contract Price: $ 719,661.00	Original Contract Times: Substantial Completion: 6/13/2025 Ready for final payment: 8/1/2025
Increase from previously approved Change Order No. 0: $ 0.00	**Increase** from previously approved Change Order No.0: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 719,661.00	Contract Times prior to this Change Order: Substantial Completion: 6/13/2025 Ready for final payment: 8/1/2025
Decrease this Change Order: $ 32,022.43	**Increase** this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: $ 687,638.57	Contract Times with all approved Change Orders: Substantial Completion: 6/13/2025 Ready for final payment: 8/1/2025

	Recommended by Engineer (if required)	**Accepted by Contractor**
By:	[signature]	Clint Clint levanen
Title:	Josh Halvorson, P.E., Principal In Charge	president
Date:	7/28/2025	7-7-2025

Authorized by Owner

By: [signature]

Title: Public Works Director

Date: 7/28/2025

City Council Action Request

Council Meeting Date:	August 4, 2025	Agenda Item Number:	5.H.
Agenda Section:	Consent Items	Originating Department:	Administration
Resolution:	No	Prepared By:	Kyle Box, City Operations Director
Ordinance:	Yes	Presented By:	Kyle Box, City Operations Director
Item:	Introduction of an Ordinance Amending Ordinance Number 1533 - Reschedule Public Hearing		

RECOMMENDED ACTION:
1. Reschedule the Public Hearing to August 18, 2025 at 6:30 PM

OVERVIEW:
This item was originally introduced on July 21, 2025, and called for a public hearing to be scheduled for August 4, 2025. The Public Hearing needs to be rescheduled to August 18, 2025, at 6:30 PM to allow for proper notice to be published.

On February 3, 2025, the City Council adopted Ordinance No. 1533 to regulate cannabis and hemp retail businesses in the City of Willmar. During the 2025 Legislative session, changes were made to the cannabis law. The ordinance amendment will conform to changes made in the 2025 legislative session. These changes are largely administrative in the registration and licensing process.

Previously, the law was written such that a city registration would occur after the issuance of the state-approved licenses or license pre-approval. The 2025 law change now requires cities to proceed with registration if an application has received valid preliminary license approval issued by the Office of Cannabis Management (OCM). Cities should no longer wait until a business has a full license issued by OCM, but should instead begin the registration process if an applicant has a valid preliminary license approval from the OCM.

BUDGETARY/FISCAL ISSUES:
NA

ALTERNATIVES TO CONSIDER:

None Recommended

ATTACHMENTS:

1. Cannabis Registration Ordinance Amendment - REDLINE
2. Cannabis Registration Ordinance - CLEAN
3. Summary of Publication

ORDINANCE NO. _____

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 8, LICENSES, PERMITS AND BUSINESS REGULATIONS

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

Section 1. AMENDMENT OF MUNICIPAL CODE SECTION 8-352. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-352. – Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The words, terms, and phrases contained in M.S.A. § 342.01 and the corresponding promulgated state rules shall have the same meanings in this article; said definitions, as the same may be amended from time to time, being hereby incorporated herein by reference. Unless otherwise noted in this article, the following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * * *

Preliminary License Approval. An OCM-issued preliminary license ~~pre-~~approval for a cannabis business license applicant~~for applicants~~ who ~~qualify~~qualifies under M.S.A. §§ 342.14 or 342.17, as evidenced by a document or other written communication from the OCM to the applicant.

* * * *

Section 2. AMENDMENT OF MUNICIPAL CODE SECTION 8-373. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-373. – Application.

The city shall issue a retail registration to a ~~state-licensed~~ cannabis retail business that adheres to the requirements of M.S.A. 342.22, this article, the city zoning code, and the state fire code and building code, as applicable.

(a) An applicant for a retail registration shall fill out an application form, as provided by the city. Said form shall include, but is not limited to:

* * * *

(4) The address and parcel ID for the property from which the retail registration is sought and, if applying with only a preliminary license approval issued by OCM and not a full license, evidence of control of the property or premises for which the retail registration is sought;

* * * *

(6) Certification that the applicant has a valid license or preliminary license ~~pre~~approval issued by the OCM;

* * * *

(b) The applicant shall include with the form:

* * * *

(2) a copy of a valid state license or written notice of OCM preliminary license ~~pre~~approval; and

(3) A certificate of insurance evidencing a valid liability policy providing minimum coverage of $1,000,000.00 combined single limit per occurrence, which certificate(s) must state that no cancellation of such policy may be effective except upon 30 days' written notice to the city. If an application is submitted with only a preliminary license approval issued by the OCM and not a full license, the city clerk may deem an application complete without such certificate of insurance, but the applicant shall be required to submit a copy of the required certificate of insurance prior to making any sales within the city.

* * * *

(e) If the city council approves a retail registration application submitted with a preliminary license approval and prior to the issuance of a license by the OCM to the applicant, the applicant shall be required to submit a copy of a valid state license issued by the OCM to the city clerk and allow an inspection be conducted pursuant to section 8-374 of this article prior to making any sales within the city.

Section 3. AMENDMENT OF MUNICIPAL CODE SECTION 8-374. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-374. – Preliminary Inspection Prior To Retail Registration.

(a) Prior to issuance of a cannabis retail business registration to an applicant with a license from the OCM, the city shall conduct a preliminary inspection to ensure compliance with the requirements of this article and all city ordinances. If the city council approves a retail registration application submitted by an applicant with a preliminary license approval and prior to the issuance of a license by the OCM to the applicant, the city shall conduct a preliminary inspection to ensure compliance with the requirements of this article and all other applicable city ordinances after the applicant has submitted a copy of a valid state license to the city clerk pursuant to section 8-373(e). The applicant shall not make sales within the city prior to the completion of the preliminary inspection.

Section 4. AMENDMENT OF MUNICIPAL CODE SECTION 8-375. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

Sec. 8-375. – Approval or Denial of Retail Registration.

Upon approval by the city council, the city clerk shall issue a retail registration to a cannabis retail business that has complied with section 8-374 and has passed the preliminary inspection ~~required under section 8-375~~, if such preliminary inspection can be completed prior to issuance pursuant to section 8-374. A state-licensed cannabis retail business registration application shall not be approved or renewed if the applicant is unable to meet the requirements of this article. If the registration is denied, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal such denial to the city council. Notice shall also be provided to OCM by the city clerk in the same manner as provided in section 8-354(e).

Section 5. AMENDMENT OF MUNICIPAL CODE SECTION 8-376. Chapter 8, Article IX, of the Willmar Municipal Code is hereby amended to read as follows (deleted material is crossed out; new material is underlined; sections and subsections not being amended are omitted):

* * * *

Sec. 8-376. – Ineligibility and Basis for Denial.

The following shall be grounds for denying the issuance of retail registration or a renewal required under this article:

(a) *Grounds for denial*. Grounds for denying the issuance or renewal of a retail registration under this article include, but are not limited to, the following:

* * * *

(8) The applicant intends to operate the cannabis retail business in a different location than the property included on the application brought before the City Council.

(9) The applicant has otherwise failed a compliance check completed by the city.

Section 6. EFFECTIVE DATE. This ordinance shall be effective from and after its adoption and second publication.

Passed by the City Council of the City of Willmar this ___ day of ____________, 20__.

ATTEST:

________________________________ ________________________________

Vernae Larsen, City Clerk Doug Reese, Mayor

VOTE: ____ SHULDES ____ GILBERTSON ____ DAVIS ____ GARDNER
____ FAGERLIE ____ ASK ____ BUTTERFIELD ____ NELSEN

This Ordinance introduced by Council Member: _______________________________________

This Ordinance introduced on: ____

This Ordinance published on: ____

This Ordinance given a hearing on: ____

This Ordinance adopted on: ____

This Ordinance published on: ____

ORDINANCE NO. _____

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 8, LICENSES, PERMITS AND BUSINESS REGULATIONS

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* * * *

Preliminary License Approval. An OCM-issued preliminary license approval for a cannabis business license applicant who qualifies under M.S.A. §§ 342.14 or 342.17, as evidenced by a document or other written communication from the OCM to the applicant.

* * * *

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* * * *

(4) The address and parcel ID for the property from which the retail registration is sought and, if applying with only a preliminary license approval issued

by OCM and not a full license, evidence of control of the property or premises for which the retail registration is sought;

* * * *

(6) Certification that the applicant has a valid license or preliminary license ~~pre~~approval issued by the OCM;

* * * *

(b) The applicant shall include with the form:

* * * *

(2) a copy of a valid state license or written notice of OCM preliminary license ~~pre~~approval; and

(3) A certificate of insurance evidencing a valid liability policy providing minimum coverage of $1,000,000.00 combined single limit per occurrence, which certificate(s) must state that no cancellation of such policy may be effective except upon 30 days' written notice to the city. If an application is submitted with only a preliminary license approval issued by the OCM and not a full license, the city clerk may deem an application complete without such certificate of insurance, but the applicant shall be required to submit a copy of the required certificate of insurance prior to making any sales within the city.

* * * *

(e) If the city council approves a retail registration application submitted with a preliminary license approval and prior to the issuance of a license by the OCM to the applicant, the applicant shall be required to submit a copy of a valid state license issued by the OCM to the city clerk and allow an inspection be conducted pursuant to section 8-374 of this article prior to making any sales within the city.

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* * * *

(8) The applicant intends to operate the cannabis retail business in a different location than the property included on the application brought before the City Council.

(9) The applicant has otherwise failed a compliance check completed by the city.

Section 6. <u>EFFECTIVE DATE.</u> This ordinance shall be effective from and after its adoption and second publication.

Passed by the City Council of the City of Willmar this ___ day of ____________, 20__.

ATTEST:

_________________________________ _________________________________

Vernae Larsen, City Clerk Doug Reese, Mayor

VOTE: ____ SHULDES ____ GILBERTSON ____ DAVIS ____ GARDNER
____ FAGERLIE ____ ASK ____ BUTTERFIELD ____ NELSEN

This Ordinance introduced by Council Member: ____

This Ordinance introduced on: ____

This Ordinance published on: ____

This Ordinance given a hearing on: ____

This Ordinance adopted on: ____

This Ordinance published on: ____

SUMMARY PUBLICATION OF CITY OF WILLMAR ORDINANCE NO. ___

AN ORDINANCE AMENDING WILLMAR MUNICIPAL CODE, CHAPTER 8, LICENSES, PERMITS AND BUSINESS REGULATIONS

Summary: Ordinance No. ___ makes several amendments in Chapter 8, Article IX of the Willmar City Code; Licenses, Permits and Business, Regulations for Regulating Cannabis and Hemp retail Businesses in the City of Willmar to consistently include amendments made to Minn. Stat.§ 342.

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

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	5.I.
Agenda Section:	Consent Items	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Deborah Stulen, Administrative Assistant
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Church of St. Mary Lawful Gambling Application		

RECOMMENDED ACTION:
Approve Church of St. Mary Lawful Gambling Application

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Church of St. Mary Lawful Gambling Application

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: Church of St. Mary

Previous Gambling Permit Number: XB-04099-23-013

Minnesota Tax ID Number, if any: 8369099

Federal Employer ID Number (FEIN), if any: 41-0711999

Mailing Address: 713 SW 12th Street

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

Name of Chief Executive Officer (CEO): Fr,Ron Huberty

CEO Daytime Phone: 320-235-0118 CEO Email: RHuberty@DNU.org
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☑ Religious ☐ Veterans ☐ Other Nonprofit Organization

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

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

☐ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:

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

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☑ No

If yes, list the dates when bingo was conducted: ______

The proposed bingo event will be:

☑ one of four or fewer bingo events held this year. Dates: ______
-OR-
☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: ______
☐ civic celebration Dates: ______
☐ Minnesota State Fair Dates: ______

Person in charge of bingo event: Fr. Ron Huberty Daytime Phone: 320-235-0118

Name of premises where bingo will be conducted: Church fo St. Mary

Premises street address: 713 12th St. SW

City: Willmar, MN If township, township name: ______ County: Kandiyohi

LG240B Application to Conduct Excluded Bingo

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

CITY APPROVAL for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: City of Willmar

Signature of City Personnel: Jenna Larsen

Title: City Clerk Date: 7/30/25

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

COUNTY APPROVAL for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: ______________________

Signature of County Personnel: ______________________

Title: ______________________ Date: ____________

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: ______________________

Signature of Township Officer: ______________________

Title: ______________________ Date: ____________

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Father Russell Hubertz Date: 7-29-25
(Signature must be CEO's signature; designee may not sign)

Print Name: ______________________

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. A list of licensed distributors is available on the Gambling Control Board's website at www.mn.gov/gcb.

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

City Council Action Request

Council Meeting Date:	August 4, 2025	Agenda Item Number:	5.J.
Agenda Section:	Consent Items	Originating Department:	Finance
Resolution:	No	Prepared By:	Tom Odens, Finance Director
Ordinance:	No	Presented By:	Vernae Larsen, City Clerk
Item:	Accounts Payable Report, 7/17/2025 - 7/30/2025		

RECOMMENDED ACTION:
Review and Approve Accounts Payable Listing

OVERVIEW:

BUDGETARY/FISCAL ISSUES:
Reduction of Departmental Budgets by amounts approved.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. 07.17.25-07.30.25 CK 75108-75231
2. EFT CK 603-607

Vendor Payment Listing

July 17, 2025 thru July 30, 2025

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
104318	Abner Sales	322498	75108	161.87	Fuel Pump
103642	AFFORDABLE STUMP GRINDING LLC	072025	75109	3,120.00	Stump grinding SW Side
103642	AFFORDABLE STUMP GRINDING LLC	072125	75109	3,180.00	Stump Grinding- SW side
103800	AFLAC	855360	75110	775.43	Premiums withheld from employees in July
104337	Allie Paulsen	07302025	75111	20.37	Reimbursement of Personal Expenditures
103136	ALPHA TRAINING & TACTICS LLC	2025-0176	75112	60.00	CSO name tags
103132	ALTEC INDUSTRIES INC	12929609-2	75113	304.89	Freight Charges for Torsion Bar
103557	AMAZON CAPITAL SERVICES	1VN4-1LN6-LKNX	75114	8.99	2-pack telephone cord untangler
103557	AMAZON CAPITAL SERVICES	1TCD-X49V-RMRL	75114	38.40	COOKING
103557	AMAZON CAPITAL SERVICES	11N3-LHMV-4NCT	75114	10.14	Swiffer duster refills
103557	AMAZON CAPITAL SERVICES	1DYC-WLHN-K33L	75114	35.73	Fog machine fluid
103557	AMAZON CAPITAL SERVICES	1LYC-YJTC-J94P	75114	57.78	(2) Magnetic glove box holders
103557	AMAZON CAPITAL SERVICES	1D14-93V9-MTM3	75114	10.42	CR2032 Batteries x 2
103557	AMAZON CAPITAL SERVICES	1R3P-1QVK-N3CR	75114	17.86	CR2032 Lithium Batteries
103557	AMAZON CAPITAL SERVICES	1TCP-LN13-YK1T	75114	54.85	USB for Officer Cell Phone
103557	AMAZON CAPITAL SERVICES	16XX-3HKG-11VJ	75114	45.71	cups and dog paw print kits
103557	AMAZON CAPITAL SERVICES	1DNT-Q7TQ-FDF3	75114	43.98	Keyboard and Mouse
103557	AMAZON CAPITAL SERVICES	1HWR-VJQ3-C6F4	75114	135.60	Sampler tubing
103557	AMAZON CAPITAL SERVICES	14J7-FV74-H9NM	75114	287.98	2 office chairs
103557	AMAZON CAPITAL SERVICES	1YFQ-HXD9-C3JP	75114	20.47	Camara Cable Adapter
103557	AMAZON CAPITAL SERVICES	1K9V-3VPL-7TWK	75114	199.00	TPMS Sensors
103557	AMAZON CAPITAL SERVICES	1FN4-RJJQ-4H14	75114	44.40	Wrist bands for DOAC
103557	AMAZON CAPITAL SERVICES	1T1X-KM7Y-1LRD	75114	119.95	Smoke alarm base
103557	AMAZON CAPITAL SERVICES	1Q4M-XM1W-N7QD	75114	33.80	rockin robbins supplies
103557	AMAZON CAPITAL SERVICES	1CWD-FXXG-4W1T	75114	41.97	Star of Life decals #5292/168302
103557	AMAZON CAPITAL SERVICES	19FV-LGMH-7HJK	75114	50.07	Wireless mouse/keyboard for D. Hillenbrand
103557	AMAZON CAPITAL SERVICES	1FKJ-VPQH-3YG6	75114	39.21	SanDisk Ultra 32GB Micro Cards
103557	AMAZON CAPITAL SERVICES	1LYG-FGV6-3WQV	75114	9.49	Lamps
100057	AMERICAN WELDING & GAS INC	0010996788	75115	89.18	Fire Extinguisher W/VB AWD Alum Valve ABC
104331	Anne Johnson	0013241	75116	100.00	damage deposit refund
103946	ARVIG	STMT/07-25	75117	3,850.00	Leased fiber - August
100075	AT&T MOBILITY	87296610156X08032025	75118	2,362.06	FirstNet Jun/Jul
103610	AUSTIN INCORPORATED	47412	75119	240.00	Septic Pumping
102793	AUTO TECH ALIGNMENTS & MORE	28563	75120	115.00	Alignment
100131	AVENU INSIGHTS & ANALYTICS	INVB-063973	75121	2,160.32	AS400 hosting - Jul
100103	BERNICK'S PEPSI-COLA CO	I75035	75122	210.99	Coffee
104299	BFirst Industrial	80022121-00	75123	4.02	Bolts
104299	BFirst Industrial	80022172-00	75123	7.78	EL #1 SS washers
104299	BFirst Industrial	80022174-00	75123	11.98	vest for Jordan
104299	BFirst Industrial	80021987-00	75123	56.75	Drill Bits
103733	BOX/KYLE	07292025	75124	189.80	Reimbursement of Personal Expenditures
104021	Braakholter LLC	1553325	75125	436.10	Concessions
103785	BRELAND ENTERPRISES, INC	07282025	75126	86.29	Refund for canceled permit BLDR-2025-0077
103785	BRELAND ENTERPRISES, INC	07272025	75126	186.04	Refund for canceled permit BLDR-2025-0111
103181	BULLET PROOF MECHANICAL SERV	11875	75127	787.93	Freezer in Concession Stand
103647	CAPITAL ONE	062325	75128	66.54	Supplies for Evidence
103647	CAPITAL ONE	062425	75128	59.88	TracPhone for ICR 25005569
103647	CAPITAL ONE	071425	75128	9.84	Water bottles for staff at Rockin Robbins
104329	Carlson Construction Inc	Deposit Return	75129	1,000.00	Land excavation permit deposit return
102542	CARRANZA/NORMA I	263	75130	150.00	Interpreting Services for ICR 255007918
103851	CENTRAL LAKES MENTAL HEALTH	071625	75131	150.00	One hour of professional mental health service
104144	Chad Braegelmann	2074	75132	3,465.00	Volleyball Camp Registration
100154	CHAMBERLAIN OIL CO	516646-00	75133	589.20	Screw pump grease
100154	CHAMBERLAIN OIL CO	516646-01	75133	426.20	Screw pump grease
100156	CHAPPELL CENTRAL INC	00216421	75134	294.14	Air filters
100156	CHAPPELL CENTRAL INC	SVC-124946	75134	703.00	maintenence
100156	CHAPPELL CENTRAL INC	SVC-124956	75134	5,427.54	Admin AC repair
103708	CITY LINE TOWING	25-08289	75135	195.00	Tow for ICR# 25007954
103722	CIVICPLUS, LLC	342295	75136	17,198.16	CivicClerk FY25/26
102157	CLARKE MOSQUITO CONTROL	005113598	75137	12,698.40	Mosquito Spray Chemical
104070	Column Software PBC	B15E1683-0094	75138	58.89	CUP-2025-0002

Vendor Payment Listing

July 17, 2025 thru July 30, 2025

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103516	COMMERCIAL RECREATION	0028306-2	75139	5,494.20	2 half of Splash Pad Controller
103677	COORDINATED BUSINESS SYSTEMS	TNA124142	75140	256.97	CVB - Managed IT
104090	Cortez Arredondo	072825	75141	285.77	Reimbursement for Meals, Gas & Lodging
100186	CROW CHEMICAL & LIGHTING	130503	75142	385.35	Paper towels, garbage bags, wipes
100186	CROW CHEMICAL & LIGHTING	130586	75142	273.50	General supplies
103260	CROW RIVER CONSTRUCTION LLC	13584	75143	1,534.59	Concrete
103260	CROW RIVER CONSTRUCTION LLC	13603	75143	2,685.75	EL 1 check valves
100203	DESIGN ELECTRIC INC	26760	75144	763.72	Traffic Signal Repair
100203	DESIGN ELECTRIC INC	26759	75144	935.90	Traffic Signal Repair
100212	DOOLEY'S PETROLEUM INC	240762	75145	684.74	Plant gas
100212	DOOLEY'S PETROLEUM INC	738764	75145	20,424.54	Unleaded and diesel fuel
104183	DSC Communications	2507217	75146	55.00	Magnetic Microphone #5292/168302
104183	DSC Communications	2507277	75146	4.29	Retainer screw for speaker microphone
100151	DUININCK CONCRETE	2506-694964	75147	570.45	Hard hats, oil & grease stain remover
104328	EJ Equipment, Inc.	P01764	75148	2,957.65	Bearings
101567	ETTERMAN ENTERPRISES	372973	75149	49.90	Zip Ties
101567	ETTERMAN ENTERPRISES	373028	75149	107.28	Marking Paint
101567	ETTERMAN ENTERPRISES	373027	75149	8.94	Marking Paint
101567	ETTERMAN ENTERPRISES	373026	75149	27.03	Stainless Nuts and Bolts
102443	EXCEL OVERHEAD DOOR	44886	75150	50.00	Garage door opener #5292/168302
103002	FARM-RITE EQUIPMENT	P57946	75151	1,152.24	Bristle Kit
100810	FERGUSON ENTERPRISES INC	1790849	75152	33.99	Urinal Kit Robbins Island
100775	FIRST CHOICE FOOD & BEVERAGE	2107:036696	75153	837.12	Concessions at DOAC
103995	Flock Group Inc	INV-67157	75154	9,000.00	Year 2 of 24 Month Term
100387	GATEWOOD ELECTRIC INC	10939	75155	340.00	Receptacle Pedestal Repair at Robins Island
100293	GENERAL MAILING SERVICES	74276	75156	152.73	Postage 07/14-7/18/25
100293	GENERAL MAILING SERVICES	74210	75156	211.69	Postage 07/07-07/11/25
100293	GENERAL MAILING SERVICES	74132	75156	257.65	Postage 06/30-07/04/25
100293	GENERAL MAILING SERVICES	74090	75156	193.50	CVB - Visitor Guide Postage
100786	GRAINGER INC	9561006975	75157	296.50	Sens Window Housing
100786	GRAINGER INC	9566959814	75157	57.92	First aid kit supplies
100786	GRAINGER INC	9573390003	75157	87.34	General supplies
100321	HANSEN ADVERTISING SPECIALTIES	52854	75158	80.00	Clothing Digital Logo Fee
100321	HANSEN ADVERTISING SPECIALTIES	52925	75158	1,208.75	CVB - T-Shirts
100324	HAUG IMPLEMENT CO - JOHN DEERE	526747	75159	85.03	Switch
100324	HAUG IMPLEMENT CO - JOHN DEERE	523484	75159	1,421.54	Tractor service
102609	HAUG-KUBOTA LLC	27348	75160	57.18	Safety Switch
102609	HAUG-KUBOTA LLC	27251	75160	176.80	Seat Switch
102609	HAUG-KUBOTA LLC	27426	75160	14.47	Lug nuts and bolts for mower
900111	HAWK CREEK ANIMAL SHLTR	57241	75161	12,008.50	Jul-Sep 2025 Boarding
100325	HAWKINS INC	7136578	75162	11,084.02	Ind. ferric
103874	HENRY SCHEIN, INC	44373469	75163	124.84	First Responder supplies
103936	HOFFMAN CONSTRUCTION CO. LLC	INV439	75164	4,957.00	7th St SW Storm repair
103936	HOFFMAN CONSTRUCTION CO. LLC	INV441	75164	2,257.50	1st St S Centra Care Main Clinic Entrance
103936	HOFFMAN CONSTRUCTION CO. LLC	INV440	75164	2,974.80	5th and Trott SW Storm Sewer
103760	HOMETOWN FIBER	5117	75165	16,920.00	Connect Willmar Initiative
102486	IN CONTROL INC	S-INV02840	75166	1,930.00	SCADA repair
103023	INNOVATIVE OFFICE SOLUTIONS	IN4880110	75167	60.18	office supplies
103023	INNOVATIVE OFFICE SOLUTIONS	IN4879318	75167	282.15	office supplies
104335	John-Adam W.Day	57514	75168	114.39	Cam Lock Tool
101507	KANDIYOHI CO SHERIFF'S DEPT	2025-62	75169	920.88	Reimburse for Robot part from ICOR Tech
103138	KING'S ELECTRIC LLC	3401	75170	120.00	Add outlet & retrofit 2 light fixtures
103129	LIEBL/JEFFREY	072425	75171	316.00	reissue ck 72618 meal reimbursement while at trnin
103226	LOCAL GOV'T INFORMATION SYS.	152391	75172	5,885.42	LOGIS Internet/ESA/PIMS/SIEM quarter 3
102593	LOFFLER COMPANIES	5082824	75173	105.00	CH Plotter prints
103626	LUNGSTROM/SAMUEL	072925	75174	840.25	MWOA annual conference
101121	MAGNUSON SHEET METAL INC	831	75175	5,475.00	Data center mini-split change
101838	MARCO TECHNOLOGIES LLC	560915563	75176	225.51	500-0623211-000
100449	MENARDS	97304	75177	200.16	Crack sealer
100449	MENARDS	97364	75177	11.72	paint
100449	MENARDS	97359	75177	44.52	shower repair at DOAC, Stepping stone for trail he

Vendor Payment Listing

July 17, 2025 thru July 30, 2025

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
100449	MENARDS	97404	75177	10.48	General supplies
100449	MENARDS	97556	75177	18.89	Water Filter
100449	MENARDS	97542	75177	85.19	Clamp and Power Cord
100449	MENARDS	97584	75177	107.76	Expanding foam
100449	MENARDS	97646	75177	11.99	padlock
100449	MENARDS	97849	75177	195.93	Window Shades/ Fluid transfer pump
100449	MENARDS	97666	75177	432.40	Bug Spray, Dehumidifiers
100449	MENARDS	96919	75177	70.56	Conduit, Bushings
100449	MENARDS	97532	75177	25.90	Air Filters, Condenser fin tool
100449	MENARDS	97303	75177	72.96	Tarp, Bungee set
100449	MENARDS	97925	75177	53.22	General supplies
100449	MENARDS	97944	75177	20.88	Wasp Spray
100449	MENARDS	97723	75177	51.14	Outlets and tester
102699	MIKE'S SMALL ENGINE CENTER	34213	75178	101.94	filters, oil, blades for lawn mower
102699	MIKE'S SMALL ENGINE CENTER	34224	75178	21.97	Stop Switch, Primer Pump, Choke knob
102699	MIKE'S SMALL ENGINE CENTER	34239	75178	20.00	Ignition Coil
103729	MILLS PARTS CENTER	6460272	75179	315.64	Cooling Fan Assemby
103729	MILLS PARTS CENTER	6463244	75179	5.05	Balance shaft gear bolt
103729	MILLS PARTS CENTER	6455891	75179	133.27	Vacuum Pump and seal
103729	MILLS PARTS CENTER	6456446	75179	229.98	Exhaust Camshaft
103729	MILLS PARTS CENTER	6461155	75179	22.91	Seal
101805	MINI BIFF LLC	I4059	75180	119.34	Mini Biff
101805	MINI BIFF LLC	I3783	75180	722.16	Mini Biff
101805	MINI BIFF LLC	I3824	75180	129.54	Mini Biff
102565	MINN WEST TECHNOLOGY CAMPUS	FT002472	75181	20,916.27	Property tax abated First Half 2025
100522	MN DEPT OF LABOR & INDUSTRY	07182025	75182	648.37	June 2025 State surcharge payment
101257	MN MUNICIPAL UTILITIES ASSN	66674	75183	150.00	Pre Employment Consortium Drug Testing
101257	MN MUNICIPAL UTILITIES ASSN	66835	75183	1,550.00	2025 Drug & Alcohol Participant Fee
104326	MN UI	07082025	75184	153.70	2nd quarter unemployment paid
100371	Mrzena/Kevin	8724	75185	1,899.94	#5257 New tank, deleted codes, regen engine
100539	MTI DISTRIBUTING CO	1482549-00	75186	1,333.86	12v alt. and blades
100539	MTI DISTRIBUTING CO	1483629-01	75186	1,527.28	24v alt
100539	MTI DISTRIBUTING CO	1483629-00	75186	429.43	Idler pully kit, Fuel Filter
100541	MUNICIPAL UTILITIES	STMT/06-2025	75187	64,824.50	MUNICIPAL UTILITIES JUNE 2025
103935	MUNIPLATFORM	2351	75188	450.00	2025A Bond
100544	MVTL LABORATORIES INC	1315201	75189	360.00	
100544	MVTL LABORATORIES INC	1315788	75189	82.25	Lab test's
100544	MVTL LABORATORIES INC	1316068	75189	58.25	Lab test
101794	NELSON/CHAD	071725	75190	97.75	Fuel for homicide investigation
103388	NISSEN SLABJACKING INC	534	75191	3,675.00	Slabjacking
100650	O'REILLY AUTOMOTIVE INC	1528-227606	75192	14.99	Adapter
102543	PAT'S GRAPHICS	15996	75193	253.62	Graphics for #5292/168302
104336	Paula Elizabeth Donofrio	10055	75194	650.00	July 2025 Blast Off Piano
103693	PAXXO USA INC	F25-205	75195	1,187.85	Screen bags
101968	PEST PRO II	21580	75196	102.48	Pest Control
103531	POHLMEIER/RICH	071625	75197	378.00	18u Softball Umpires
100342	POWER PLAN OIB	P0073011	75198	245.95	Seat Air Bag
100374	PREMIUM WATERS INC	803211STMT/06/25	75199	6.73	WATER
100374	PREMIUM WATERS INC	330670082	75199	50.74	Water for DOAC
100374	PREMIUM WATERS INC	330670012	75199	57.99	water
100374	PREMIUM WATERS INC	330670303	75199	24.95	water
100624	PRINT MASTERS	94074	75200	50.00	cookbook covers
102719	PRO COLOR GRAPHICS	8287	75201	865.65	CVB - Flags
103529	PRO WATER SOLUTIONS	11406	75202	160.00	Solar Salt
101093	QUICK SIGNS	183326	75203	190.00	Bathroom Signage
100639	RAMBOW INC	667573	75204	806.16	Softball Championship Shirts
104330	RELCO	0013395	75205	100.00	damage deposit refund
104333	Robert Emineth	072325	75206	120.00	reissue ck70985 signal repair at 19th ave/15th st
100665	RULE TIRE SHOP	1-77162	75207	109.90	Tubes
103713	SAMBATEK, INC	29235	75208	8,000.00	Prof Services Project 53816
100685	SERVICE CENTER/CITY OF WILLMAR	STMT/06-2025	75209	1,108.12	Equipment Repair Parts June 2025

Vendor Payment Listing

July 17, 2025 thru July 30, 2025

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103885	SHULDES/CARL	07162025	75210	360.40	Reimbursement of Personal Expenditures
103730	SIGN SOLUTIONS USA	418290	75211	1,362.60	Sign Break away parts
104292	Silver Star Communications	7566	75212	7,440.00	June 2025 ISP Monthly Charge
104197	St Johns Township	039966	75213	2,030.22	Gravel agreement
100188	STERLING WATER-MINNESOTA LLC	CD100526	75214	80.00	SALT
100188	STERLING WATER-MINNESOTA LLC	CD100758	75214	60.75	Salt - Airport
100728	SURPLUS WAREHOUSE INC	02842	75215	7.99	Button light #5257/171950
100728	SURPLUS WAREHOUSE INC	03165	75215	19.99	light & grommet #5251/022446
100161	SYSCO WESTERN MINNESOTA	253954856	75216	478.50	Concessions at DOAC
100161	SYSCO WESTERN MINNESOTA	253958311	75216	1,594.66	Concessions at DOAC
101406	TEMPLER/THOMAS	072825	75217	891.78	MWOA annual conference
104319	The Garland Company Inc	CI-GUS0248467	75218	562.24	Public Works Roof Repairs
101005	THOMPSON/MARK	072825	75219	203.99	Safety Boots
104332	Timothy Lieser	0013292	75220	100.00	damage deposit refund
102583	TORKELSON'S LOCK SERVICE	25-346	75221	1,061.50	Replace Lock at Four seasons Selter
102583	TORKELSON'S LOCK SERVICE	25-343	75221	510.00	Make additional Keys
103795	TYLER TECHNOLOGIES, INC	045-517858	75222	11,561.44	Onsite training 04/22, 04/23, 04/24, & travel fees
103143	US BANK EQUIPMENT FINANCE	560509846	75223	751.80	500-0664928-000/001
103783	UTILITY LOGIC	15651	75224	323.87	Locator Chargers
103660	VALIANT/LESLIE	073025	75225	272.40	Reimbursement of Personal Expenditures
104083	Vestis	MSP2-14058	75226	181.23	First Aid Kits
100777	VIKING COCA-COLA BOTTLING CO	3675146	75227	878.75	Concessions at DOAC
100777	VIKING COCA-COLA BOTTLING CO	3724655	75227	351.55	Concessions
100777	VIKING COCA-COLA BOTTLING CO	3683293	75227	312.20	pop
104334	Vinco, Inc	63489	75228	4,740.83	Eletrical Repairs
100803	WEST CENTRAL PRINTING	25324	75229	25.09	Business Cards for Officer Helgeson
102689	WILLMAR AUTO VALUE	22572848	75230	129.31	Battery
102689	WILLMAR AUTO VALUE	22572763	75230	149.99	Rear Brake pads & rotors
102689	WILLMAR AUTO VALUE	22572849	75230	165.07	Brake Caliper
102689	WILLMAR AUTO VALUE	22573074	75230	169.90	Floor Dry
102689	WILLMAR AUTO VALUE	22573142	75230	479.49	Batteries
102689	WILLMAR AUTO VALUE	22573141	75230	(74.08)	Core Return
102689	WILLMAR AUTO VALUE	22573232	75230	50.78	Hyd Fitting
102689	WILLMAR AUTO VALUE	22573425	75230	81.96	Shop Supplies
102689	WILLMAR AUTO VALUE	22573604	75230	112.98	Blower Motor and resister
102689	WILLMAR AUTO VALUE	22573887	75230	22.66	Fuel and oil filters
102689	WILLMAR AUTO VALUE	22573888	75230	6.98	Fuse Holder
102689	WILLMAR AUTO VALUE	22573809	75230	149.99	Brake Pads and Rotors
102689	WILLMAR AUTO VALUE	22574387	75230	13.20	Cabin air domestic #5292/168302
102689	WILLMAR AUTO VALUE	22574389	75230	3.99	Spark Plug
102689	WILLMAR AUTO VALUE	22574820	75230	229.15	Battery
102689	WILLMAR AUTO VALUE	22574312	75230	9.04	Oil Filter
102689	WILLMAR AUTO VALUE	22575215	75230	140.19	Battery #5292/168302
102689	WILLMAR AUTO VALUE	22575243	75230	477.97	Lower control arms, Rear Brakes
102689	WILLMAR AUTO VALUE	22575775	75230	247.15	Battery
102689	WILLMAR AUTO VALUE	22575777	75230	22.98	RTV, Assembly Lube
102689	WILLMAR AUTO VALUE	22575774	75230	59.05	Battery
102689	WILLMAR AUTO VALUE	22575796	75230	3.99	Spark Plug
102689	WILLMAR AUTO VALUE	22576111	75230	43.98	Hood Lift Supports
102689	WILLMAR AUTO VALUE	22575682	75230	50.99	Valve Cover Gasket
102689	WILLMAR AUTO VALUE	22575683	75230	263.47	Timing Chain Kit
100393	WILLMAR NOON KIWANIS	07222025	75231	84.50	APR MAY JUN QTR INV
			Total	**337,269.54**	

Vendor Payment Listing

July 17, 2025 thru July 30, 2025

VENDOR	NAME	INVOICE	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
103585	4M	07172025	603	2,500,000.00	Investment Purchased-Money Market
100467	CENTERPOINT ENERGY	STMT/06-2025	604	6,244.98	NATURAL GAS JUNE 2025
102365	CARDMEMBER SERVICE	STMT/06/25	605	17,313.02	BREMER BANK CREDIT CARD STMT 06/2025
102302	US BANK	072525	606	841,932.50	Semi-Annual Interest on bonds
103319	MULTI-BANK SECURITIES	FHLB-3130B72H6	607	1,501,791.67	FHLB-3130B72H6
			Total	**4,867,282.17**	

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	9.A.
Agenda Section:	Regular Business	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Barbara Carr, EDC Executive Director
Ordinance:	No	**Presented By:**	Barbara Carr, EDC Executive Director
Item:	Receive proposed 2026 Kandiyohi County/City of Willmar Economic Development Budget		

RECOMMENDED ACTION:
Motion to adopt the proposed 2026 budget for the Kandiyohi County and City of Willmar Economic Development Commission (EDC).

OVERVIEW:
The EDC's Joint Operations Board on July 10, 2025, and the Joint Powers Board on July 24, 2025, approved the proposed 2026 EDC budget. The projected revenue for the EDC totals $710,958, including a county tax levy of $664,959. The proposed revenue budget of $710,958 represents a decrease in the overall budget from the current year's total revenue of $1,520,669 due to one-time grants expiring. The county tax levy request represents a $27,109 or 4.25% increase from the current fiscal year. The total projected expenditures for 2026 are $710,958 and once again represent a balanced operational budget for the EDC.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:
Delay Council action if additional information is needed

ATTACHMENTS:
1. 2026 KCED Budget approved 7.10 and 7.24.2025
2. 2025 KCED Budget

Joint Operations Board Approved 7/10/2025
Joint Powers Board Approved 7/24/2025

KANDIYOHI COUNTY ECONOMIC DEVELOPMENT

	A	B
1	**2026 Budget**	
2	**REVENUES**	
3	County Tax Levy (4.25% increase)	$ 664,959
4	Grants	
5	Collaborative Solutions Pool	$ 2,000
6	**Total Grants**	**$ 2,000**
7	Insurance dividends	$ 200
8	Interest on investments	
9	Concorde Bank savings	$ 400
10	Heritage Bank savings	$ 25
11	LRB Microloan Savings	$ 350
12	United Prairie CD	$ 300
13	**Total Investments**	**$ 1,075**
14	Loans	
15	LRB microloan repay interest	$ 1,056
16	Microloan closing fees	$ 200
17	Revolving Loan closing fees	$ 900
18	RLF repayments interest	$ 13,068
19	**Total Loans**	**$ 15,224**
20	Other Income	
21	Elevate Comm. Business Academy	
22	Corporate Donations	$ 10,000
23	SWIF Contributions	$ 10,000
24	Total Elevate Comm. Business Academy	**$ 20,000**
25	Reimbursments, sponsors, in-kind	
26	Engineering and Professional Service Reimbursement	$ 5,000
27	Workforce Events	$ 2,500
28	Total Reimbursmnts, sponsors, in-kind	**$ 7,500**
29	**Total Other Income**	**$ 27,500**
30	**TOTAL REVENUES**	**$ 710,958**
31	**EXPENSES**	
32	**Board Expenses**	
33	EDCOB - meals/admin	$ 4,800
34	Joint Powers Board-meals/admin	$ 1,500
35	**Total Board Expenses**	**$ 6,300**
36	**Countywide Business Development**	
37	CEO Student Program Administration	$ 400
38	Engineering and Other Professional Services (County)	
39	Countywide	$ 4,000
40	Willmar Wye/Willmar Industrial Park	$ 4,000
41	Total Engineering and Other Prof. Svs	**$ 8,000**
42	Entrepreneurial Technical Assistance	$ 1,000
43	Mowing/Maintenance of Lot	$ 2,500
44	**Total Countywide Business Development**	**$ 11,900**

KANDIYOHI COUNTY ECONOMIC DEVELOPMENT

	A	B
1	**2026 Budget**	
45	**Economic Development Community Contributions**	
46	Sponsor Fees	
47	Central MN Tour of Manufacturing	$ 850
48	Vision 2040	$ 1,000
49	Sponsor Fees - Other	$ 750
50	**Total Economic Development Community Contributions**	**$ 2,600**
51	**Elevate Community Business Academy**	
52	Mileage/Travel	$ 500
53	Professional Services	
54	Consultants	$ 42,254
55	General Administrative Services	$ 5,400
56	Personnel	$ 15,000
57	**Total Professional Services**	**$ 62,654**
58	Supplies & Curriculum	$ 5,750
59	Other Expenses	$ 5,000
60	**Total Elevate Community Business Academy**	**$ 73,904**
61	**COMMITTEE EXPENSES**	
62	**Agriculture and Renewable Energy Development**	
63	Advertisement (Ind. Hemp *Rooted* magazine)	$ 1,500
64	Ag Projects (Ind. Hemp Econ. Impact Study)	$ 1,500
65	Conferences/Seminars/Trainings (including Industrial Hemp)	$ 1,000
66	FarmFest (giveaways & booth)	$ 1,150
67	Local Donations	
68	Willmar EcoFair (e.g., speaker/booth/giveaways)	$ 500
69	Other Speaker/Event Fees	$ 500
70	Total Local Donations	**$ 1,000**
71	Meals/Meeting refreshments	$ 300
72	Mileage/Travel	$ 500
73	Partners in Ag Innovation Conference Sponsor & Marketing	$ 1,500
74	Professional Services	$ 500
75	Supplies (office or program)	$ 100
76	**Total Ag Committee Expenses**	**$ 9,050**
77	**Broadband and Advanced Technology**	
78	Conferences/Seminars/Trainings	$ 2,500
79	Meals/Meeting Refreshments	$ 50
80	Mileage/Travel	$ 250
81	Postage/mailing services	$ 100
82	Printing, copying & publishing	$ 100
83	**Total Broadband and Advanced Technology Committee Expenses**	**$ 3,000**
84	**Business Retention and Expansion/Recruitment (BRE)**	
85	**Childcare Initiative**	
86	Shared Services Agreement with UCAP	$ 31,400
87	Collaborative Solutions Pool	$ 2,000
88	Supplies	$ 100
89	Travel	$ 400
90	**Total Childcare Initiative**	**$ 33,900**

KANDIYOHI COUNTY ECONOMIC DEVELOPMENT

	A	B
1	**2026 Budget**	
91	**Highway 23 Coalition**	
92	Conferences/Seminars/Trainings	$ 100
93	Mileage/Travel	$ 100
94	**Total Highway 23 Coalition**	**$ 200**
95	Marketing	$ 500
96	Mileage/Travel	$ 600
97	**Workforce Development**	
98	Career/Job Fairs	$ 1,000
99	Workforce Events	$ 1,500
100	Workforce Solutions Summit	$ 1,500
101	**Total Workforce Development**	**$ 4,000**
102	**Total BRE Committee Expenses**	**$ 39,200**
103	**Finance**	
104	Meals/Meeting refreshments	$ 700
105	Mileage/Travel	$ 150
106	Non-Traditional lender event	$ 500
107	Professional services	
108	Legal services	$ 400
109	**Total Professional Services**	**$ 400**
110	**Total Finance Committee Expenses**	**$ 1,750**
111	**Marketing and Public Relations**	
112	Branding	$ 500
113	Displays and giveaways	$ 2,500
114	Meals/Meeting refreshments	$ 1,000
115	Media	
116	Newspaper	$ 500
117	Printing, copying & publishing	$ 1,000
118	Publications (Impact, visitor's guide, etc.)	$ 850
119	Other	$ 200
120	**Total Media**	**$ 2,550**
121	Mileage/Travel	$ 400
122	Professional services	
123	General administrative services	$ 24,000
124	Contract/Intern	$ 12,425
125	**Total Professional Services**	**$ 36,425**
126	Subscriptions	$ 1,800
127	Website Development/Maintenance	$ 1,500
128	**Total Marketing and Public Relations Committee Expenses**	**$ 46,675**
129	**Tourism/Leisure Travel**	
130	CVB Tourism Partnership Agreement	$ 25,000
131	Meals/Meeting refreshments	$ 100
132	Mileage/Travel	$ 75
133	**Total Tourism/Leisure Travel Committee**	**$ 25,175**
134	**Total Committee Expenses**	**$ 124,850**

KANDIYOHI COUNTY ECONOMIC DEVELOPMENT

	A	B
1	**2026 Budget**	
135	**EMPLOYEE COMPENSATION**	
136	**Executive Director**	
137	Director's salary	$ 118,473
138	Director's health insurance	$ 15,000
139	Director's pension (PERA)	$ 8,885
140	Director's vision insurance	$ 80
141	Director's PFMLA	$ 521
142	**Total Director Compensation**	**$ 142,960**
143	Business Develop Manager's salary	$ 75,000
144	Employer pd. Health/Bus.Dev.Mgr	$ 9,814
145	Bus Develop Mgr's pension/PERA	$ 5,625
146	Bus. Dev. Mgr. vision insurance	$ 80
147	Bus. Dev. Mgr. PFMLA	$ 330
148	**Total Bus Develop Mgr Compensation**	**$ 90,849**
149	Workers' Compensation insurance	$ -
150	**Total Employee Compensation**	**$ 233,809**
151	**ADMINISTRATIVE EXPENSES**	
152	MCIT property/casualty insurance	$ 5,000
153	Meals not for a committee	$ 500
154	Memberships, dues, subscriptions	
155	Community Venture Network (CVN)	$ 2,125
156	EDAM membership	$ 800
157	Greater Minnesota Partnership	$ 1,500
158	Highway 23 Coalition membership	$ 250
159	Industrial Hemp Association	$ 325
160	Local organizations	$ 900
161	MAPCED membership	$ 625
162	MN DEED Marketing Partnership dues	$ 700
163	Urban Land Institute	$ 336
164	Subscriptions	$ 1,000
165	Other - IEDC	$ 195
166	**Total Memberships, dues, subscription**	**$ 8,756**
167	Professional services	
168	Accountant fees	$ 1,000
169	Auditor	$ 14,675
170	Bookkeeping fees	$ 10,000
171	Legal fees	$ 600
172	**Total Professional Services**	**$ 26,275**
173	Travel, conference, school	$ 25,000
174	Virtual meetings & promotions	$ 400
175	**Total Administrative Expenses**	**$ 65,931**

KANDIYOHI COUNTY ECONOMIC DEVELOPMENT

	A	B
1	**2026 Budget**	
176	**OFFICE EXPENSES**	
177	Bank Fees	$ 100
178	CAM Charges	$ 15,000
179	Cleaning person	$ 5,000
180	Equipment maintenance and rental	
181	Software, including Executive Pulse (CRM annual fee)	$ 2,800
182	Technology maintenance contract for server and computers	$ 10,000
183	Other	$ 7,000
184	**Total Equipment Maintenance & Rental**	**$ 19,800**
185	Furniture and equipment	
186	Kyocera Taskalfa 3554ci under state contract	$ 3,000
187	Furniture and equipment - Other	$ 2,500
188	**Total Furniture and Equipment**	**$ 5,500**
189	Office equipment and miscellaneous	$ 1,500
190	Postage, mailing service	$ 500
191	Printing, copying and publishing	$ 900
192	Professional services:	
193	General administrative	$ 80,814
194	Human Resources	$ 3,500
195	Planning session facilitator	$ 5,000
196	**Total Professional Services**	**$ 89,314**
197	Rent	$ 37,200
198	Rent (water cooler, post office box)	$ 350
199	Supplies (includes recycling service)	$ 4,500
200	Telephone/Telecommunications	$ 6,500
201	Utilities	
202	Suite 3 utilities MU-002; CP-0	$ 3,000
203	Suite 3 utilities MU-003; CP-8	$ 2,500
204	**Total Utilities**	**$ 5,500**
205	**Total Office Expenses**	**$ 191,664**
206	**TOTAL PROGRAM EXPENSES**	**$ 710,958**

KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

2025 Budget

REVENUES

County Tax Levy	$ 637,850
Fiscal Agent	
CEO Student Loan Program Income	
Contributions/Donations	
Badge Sponsor	$ -
Contributions/Donations - Other	$ -
Total Contributions/Donations	$ -
Dinner Event Table Sponsor	$ 11,880
Dinner Event Tickets	$ 6,287
Total CEO Student Loan Program Income	**$ 18,167**
Total Fiscal Agent	
Grants	
Collaborative Solutions Pool	$ 2,000
MNDEED	
2024 Child Care Grant	$ 491,249
2025 Child Care Grant	$ 178,500
Elevate Community Business Academy	$ 129,625
Total MN DEED	**$ 799,374**
Other Grants	
Digital Opportunity Grant	$ 8,000
Total Other Grants	$ 8,000
Total Grants	**$ 809,374**
Insurance dividends	$ 200
Interest on investments	
Concorde Bank savings	$ 400
Heritage Bank savings	$ 25
LRB Microloan Savings	$ 350
United Prairie CD 2024	$ 300
Total Investments	**$ 1,075**
Loans	
LRB microloan repay interest	$ 1,323
Microloan closing fees	$ 200
Revolving Loan closing fees	$ 900
RLF repayments interest	$ 14,080
Total Loans	**$ 16,503**
SWIF Contributions	$ 30,000
Total Elevate Comm. Business Academy	$ 30,000
Reimbursements, sponsors, in-kind	
Engineering and Professional Service Reimbursement	$ 5,000
Workforce Events	$ 2,500
Total Reimbursmnts, sponsors, in-kind	**$ 7,500**
Total Other Income	**$ 37,500**
TOTAL REVENUES	**$ 1,520,669**

EXPENSES

Bank Fees	$ 1
CREATING ENTREPRENEURIAL OPPORTUNITIES STUDENT LOAN EXPENSES	
Advertising/Promotions	$ 400
Dinner Event and Silent Auction	

KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Dinner Advertising/Marketing	$	700
Decorations/Supplies	$	2,200
Entertainment	$	500
Event Center/Food and Beverages	$	8,000
Silent Auction baskets/gifts	$	1,000
Total Dinner Event and Silent Auction	**$**	**12,400**
Loan write-off	$	300
Meals/Meeting refreshments	$	-
Memberships/Dues	$	2,000
Miscellaneous	$	2,367
Supplies	$	500
Transportation/Travel	$	200
Total CEO Loan Expenses	**$**	**18,167**
Board Expenses		
EDCOB - meals/admin	$	4,700
Joint Powers Board-meals/admin	$	2,500
Total Board Expenses	**$**	**7,200**
Countywide Business Development		
CEO Student Program Administration	$	400
Engineering and Other Professional Services (County)		
Countywide	$	4,000
Willmar Wye/Willmar Industrial Park	$	5,000
Total Engineering and Other Prof. Svs	**$**	**9,000**
Entrepreneurial Technical Assistance	$	1,000
Mowing/Maintenance of Lot	$	2,500
Total Countywide Business Development	**$**	**12,900**
Economic Development Community Contributions		
Sponsor Fees		
Central MN Tour of Manufacturing	$	850
Vision 2040	$	1,000
Sponsor Fees - Other	$	650
Total Economic Development Community Contributions	**$**	**2,500**
Elevate Community Business Academy		
Mileage/Travel	$	500
Professional Services		
Consultants	$	98,405
General Administrative Services	$	5,400
Personnel	$	10,812
Total Professional Services	**$**	**114,617**
Supplies & Curriculum	$	15,008
Other Expenses	$	30,000
Total Elevate Community Business Academy	**$**	**160,125**
COMMITTEE EXPENSES		
Agriculture and Renewable Energy Development		
Advertisement (Ind. Hemp Rooted magazine ad)	$	1,500
Ag Projects (Ind. Hemp Econ. Impact Study)	$	1,500
Conferences/Seminars/Trainings (including Industrial Hemp)	$	1,000
FarmFest (giveaways & booth)	$	1,150
Local Donations		
Willmar EcoFair (e.g., speaker/booth/giveaways)	$	500
Total Local Donations	**$**	**500**
Meals/Meeting refreshments	$	100

Mileage/Travel	$ 500
Partners in Ag Innovation Conference Sponsor & Marketing	$ 1,500
Professional Services	
General Administrative Services	$ 3,000
Professional Services - Other	$ 500
Total Professional Services	**$ 3,500**
Supplies (office or program)	$ 100
Total Ag Committee Expenses	**$ 11,350**
Broadband and Advanced Technology	
Digital Inclusion Grant	
Digital Opportunity Plan	$ 10,000
Supplies	$ 500
Total Digital Inclusion Grant	**$ 10,500**
Conferences/Seminars/Trainings	$ -
Marketing	$ 100
Meals/Meeting Refreshments	$ 50
Mileage/Travel	$ 300
Postage/mailing services	$ 250
Printing, copying & publishing	$ 250
Professional Services	
General Administrative Services	$ 3,000
Total Professional Services	$ 3,000
Total Broadband and Advanced Technology Committee Expenses	**$ 14,450**
Business Retention and Expansion/Recruitment (BRE)	
Childcare Initiative	
Shared Services Agreement with UCAP	$ 31,400
Subgrants	
kced	$ -
Generations, LLC	$ 250,000
Prairie Woods Environmental Learning Center	$ 241,249
Peace Lutheran Church	$ 100,000
Spicer Project	$ 50,000
Mentoring Program	$ 2,500
Professional Development	$ 4,000
Nutrition/Food Program	$ 4,000
Transportation	$ 5,000
Administrative Expenses	$ 2,500
Total Subgrants	**$ 659,249**
Supplies	$ 100
Travel	$ 400
Total Childcare Initiative	**$ 691,149**
Highway 23 Coalition	
Conferences/Seminars/Trainings	$ 100
Mileage/Travel	$ 100
Total Highway 23 Coalition	**$ 200**
Marketing	$ 500
Mileage/Travel	$ 1,500
Professional services	
General administrative services	$ 2,000
Total Professional Services	**$ 2,000**
Workforce Development	
Career/Job Fairs	$ 1,000

KANDIYOHI COUNTY ECONOMIC DEVELOPMENT

Workforce Events	$	1,000
Workforce Solutions Summit	$	1,500
Total Workforce Development	**$**	**3,500**
Total BRE Committee Expenses	**$**	**698,849**
Finance		
Meals/Meeting refreshments	$	700
Mileage/Travel	$	150
Professional services		
General administrative services	$	2,200
Legal services	$	400
Total Professional Services	**$**	**2,600**
Total Finance Committee Expenses	**$**	**3,450**
Marketing and Public Relations		
Branding	$	2,700
Displays and giveaways	$	2,500
Meals/Meeting refreshments	$	1,250
Media		
Newspaper	$	500
Printing, copying & publishing	$	1,500
Publications (Impact, visitor's guide, etc.)	$	850
Total Media	**$**	**2,850**
Mileage/Travel	$	500
Professional services		
General administrative services	$	3,500
Total Professional Services	**$**	**3,500**
Subscriptions	$	1,800
Website Development/Maintenance	$	1,500
Total Marketing and Public Relations Committee Expenses	**$**	**16,600**
Tourism/Leisure Travel		
CVB Tourism Partnership Agreement	$	25,000
Meals/Meeting refreshments	$	100
Mileage/Travel	$	75
Total Tourism/Leisure Travel Committee	**$**	**25,175**
Total Committee Expenses	**$**	**769,874**
EMPLOYEE COMPENSATION		
Executive Director		
Director's salary	$	100,000
Director's health insurance	$	10,000
Director's pension (PERA)	$	9,188
Director's vision insurance	$	80
Total Director Compensation	**$**	**119,268**
Business Develop Manager's salary	$	90,510
Employer pd. Health/Bus.Dev.Mgr	$	9,814
Bus Develop Mgr's pension/PERA	$	6,788
Bus. Dev. Mgr. vision insurance	$	80
Total Bus Develop Mgr Compensation	**$**	**107,192**
Marketing Specialist Salary	$	58,477
Marketing pension (PERA)	$	4,386
Total Marketing Specialist Compensation	**$**	**62,863**
Employer Payroll Tax Expense	$	19,048
Workers' Compensation insurance	$	500
Total Employee Compensation	**$**	**308,871**

KANDIYOHI COUNTY ECONOMIC DEVELOPMENT

ADMINISTRATIVE EXPENSES	
MCIT property/casualty insurance	$ 4,519
Meals not for a committee	$ 500
Memberships, dues, subscriptions	
Community Venture Network (CVN)	$ 2,125
EDAM membership	$ 800
Greater Minnesota Partnership	$ 1,500
Highway 23 Coalition membership	$ 250
Industrial Hemp Association	$ 325
Local organizations	$ 900
MAPCED membership	$ 625
MN DEED Marketing Partnership dues	$ 700
Subscriptions	$ 1,000
Other - IEDC	$ 195
Total Memberships, dues, subscription	**$ 8,420**
Professional services	
Accountant fees	$ 1,000
Auditor	$ 14,025
Bookkeeping fees	$ 9,000
Executive search	$ 1,000
Legal fees	$ 600
Total Professional Services	**$ 25,625**
Travel, conference, school	$ 17,500
Virtual meetings & promotions	$ 400
Total Administrative Expenses	**$ 56,964**
OFFICE EXPENSES	
Bank Fees	$ 100
CAM Charges	$ 13,743
Cleaning person	$ 4,875
Equipment maintenance and rental	
Software, including Executive Pulse (CRM Annual Fee)	$ 2,800
Technology maintenance contract for server and computers	$ 10,000
Other	$ 500
Total Equipment Maintenance & Rental	**$ 13,300**
Furniture and equipment	
Xerox lease	$ 5,500
Furniture and equipment - Other	$ 8,500
Total Furniture and Equipment	**$ 14,000**
Office equipment and miscellaneous	$ 1,500
Postage, mailing service	$ 500
Printing, copying and publishing	$ 900
Professional services:	
General administrative	$ 53,000
Human Resources	$ 6,000
Planning session facilitator	$ 5,000
Total Professional Services	**$ 64,000**
Leasehold Improvements	$ 20,000
Rent	$ 37,200
Rent (water cooler, post office box)	$ 336
Supplies	$ 4,500
Telephone/Telecommunications	$ 4,600

KANDIYOHI COUNTY
ECONOMIC DEVELOPMENT

Utilities	
Suite 3 utilities MU-002; CP-0	$ 2,880
Suite 3 utilities MU-003; CP-8	$ 2,424
Total Utilities	**$ 5,304**
Total Office Expenses	**$ 184,858**
TOTAL PROGRAM EXPENSES	**$ 1,521,460**

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	9.B.
Agenda Section:	Regular Business	**Originating Department:**	Planning and Development
Resolution:	No	**Prepared By:**	Christopher Corbett, Planning and Development Director
Ordinance:	No	**Presented By:**	Christopher Corbett, Planning and Development Director
Item:	Forward Board of Zoning Appeals Item: Request to Modify Parking Setback		

RECOMMENDED ACTION:
Motion by: _____________ Second by: __________________ to approve by resolution the variance as requested by Marcus Construction for the development known as Legacy Commons.

OVERVIEW:
Marcus Construction Variance Request
On July 22, 2025, the Board of Zoning Appeals (BZA) reviewed Marcus Construction's request to reduce the required 15' parking setback to 5' along the western portion of Parcel #95-006-1460, near Monongalia Ave and 2nd St SW. This followed a previous meeting on June 30, where the matter was tabled for further review. Due to limited BZA membership and potential conflict of interest, the board voted to forward the decision to City Council.

Project Background & Proposal:

- The property was part of the Legacy Commons redevelopment and was previously granted similar parking variances in 2018–19.
- The current plan includes a restaurant with a mobile order pick-up window, approved by the Planning Commission on May 21, 2025.
- Marcus presented two site plans: one requiring the variance to shift the pickup lane away from 2nd St and preserve off-street parking, and one without the variance that would limit parking and direct traffic onto 2nd St.
- Residents expressed concerns about traffic, noise, lighting, storm-water impacts, and notice procedures.

To address those concerns, Marcus proposed additional fencing and landscaping along 2nd St and highlighted the legal criteria for granting a variance.

Council Action: City Council is asked to approve or deny the variance for a reduced setback along 2nd Street SW. Approval would support traffic flow adjustments and additional parking; denial would revert to a less favorable site layout with potential neighborhood impacts.

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:
Denial would default the project to a by-right layout with traffic flowing onto 2nd Street, an option Marcus Construction is entitled to pursue but considered less desirable for the neighborhood.

ATTACHMENTS:
1. Resolution Approving or Denying Variance Request - 601 1st St S - (v2) 080425
2. BZA Packet 7-22-25
3. BZA Meeting Minutes 7-9-18
4. BZA Meeting Minutes 9-10-19

RESOLUTION NO. ___

A RESOLUTION OF THE WILLMAR CITY COUNCIL [APPROVING / DENYING] A REQUEST FOR A VARIANCE

WHEREAS, Legacy Group Development, LLC, is the fee owner of real property located at 602 1st Street South in the City of Willmar, which property is legally described on Attachment A incorporated herein by reference (the "Property"); and

WHEREAS, Taylor Marcus, on behalf of Legacy Group Development, LLC (collectively, the "Applicant"), intends to develop the Property with a commercial/retail fast food development and seeks a variance to reduce the parking setback applicable to the rear of the Property that abuts Second Street Southwest, from 15 feet to five feet; and

WHEREAS, the Board of Zoning Appeals previously acted at its meetings on July 9, 2018, and September 10, 2019, to grant similar variances for the Property which reduced the parking setback applicable to the side of the Property that abuts Monongalia Avenue, from 15 feet to five feet; and

WHEREAS, the Board of Zoning Appeals conducted a public hearing on June 30, 2025, and received public testimony regarding the proposed variance; and

WHEREAS, all required notices regarding the public hearing were properly made; and

WHEREAS, pursuant to Willmar City Code § 9D, the Board of Zoning Appeals considered the criteria for variance requests, but was unable to render a decision due to reduced membership on the board, with five of its seven seats currently vacant, and a conflict of interest of one of the two sitting members whose residence is located in an area that would potentially be impacted by the proposed development on the Property, and instead voted at its meeting on July 22, 2025, to refer the application to the Willmar City Council; and

WHEREAS, the City Council is one of the bodies that is authorized to render final decisions on variance applications under the Municipal Planning Act, Minnesota Statutes, Section 462.354, Subdivision 2; and

WHEREAS, the City Council, having considered the public record created at the Board of Zoning Appeals meetings on June 30, 2025, and July 22, 2025, as well as the legal standard applicable to variance applications contained in Willmar City Code § 9D and Minnesota Statutes, Section 462.357, Subdivision 6, renders its decision on the application based on the Findings of Fact, attached hereto as Attachment B.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF ZONING APPEALS FOR THE CITY OF WILLMAR, MINNESOTA, based upon the record, testimony, and evidence presented at said hearing, makes the following:

FINDINGS OF FACT

1. Applicant is applying on behalf of the owner of PID # 95-006-1460 located 602 1st Street South in the City of Willmar, Kandiyohi County, Minnesota, which property is legally described on Attachment A hereto, otherwise known as the "Property."

2. The Property is zoned for commercial use and is in the City's General Business zoning district.

3. In accordance with Willmar City Code § 9D and Minnesota Statutes, Section 462.357, Subdivision 6, the Applicant submitted a completed application as of June 30, 2025, for a variance from Willmar City Code § 4.A.5.b, which prohibits off-street parking facilities from being located within 15 feet of a right-of-way.

4. On June 18, 2025, City staff sent notice letters to the owners of property within 350 feet of the Property in accordance with Willmar City Code § 9H. An affidavit of mailing is attached hereto as Attachment C.

5. On June 30, 2025, the Board of Zoning Appeals conducted a public hearing, reviewed the application for a variance and tabled the matter to a future meeting.

6. On July 22, 2025, the Board of Zoning Appeals again considered the application, reviewed the record, including public testimony offered at the June 30, 2025 meeting, considered the merits of the application, and voted to submit the application to the Willmar City Council due to reduced membership on the board, with five of its seven seats currently vacant, and a conflict of interest of one of the two sitting members whose residence is located in an area that would potentially be impacted by the proposed development on the Property.

7. The City Council now receives and adds to the record the attachments herein listed.

APPLICABLE LAW

1. Minn. Stat. § 462.357, subd. 6 provides:

    a. Variances shall only be permitted (a) when they are in harmony with the general purposes and intent of the ordinance and (b) when the variances are consistent with the comprehensive plan.

    b. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality.

2. Section 9.D of the Willmar Zoning Ordinance in substance adopts the statutory standard referenced above.

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WILLMAR, MINNESOTA, incorporates the findings of fact and applicable law herein and, based upon the record, testimony, and evidence presented at said hearing, concludes and orders as follows:

CONCLUSIONS AND ORDER

1. That the Board of Zoning Appeals has the authority to grant or deny variance requests in the City of Willmar and has duly considered the required criteria contained in state law and City Code, but was unable to render a decision on the variance requested for the Property for the reasons set forth above.

2. That the City Council is one of the bodies that is authorized to render final decisions on variance applications under the Municipal Planning Act, Minnesota Statutes, Section 462.354, Subdivision 2, and in the absence of action by the Board of Zoning Appeals, has a responsibility to the Applicant and public to act on the variance application.

3. That the City Council hereby approves and grants, based upon the Findings of Fact, attached hereto as Attachment B, a variance to reduce the parking setback applicable to the rear of the Property that abuts Second Street Southwest, from 15 feet to five feet, subject to the following conditions:

    a. Applicant shall develop the property pursuant to a site plan approved by the Planning and Development Department and attached hereto as Attachment D incorporated herein by reference, which specifically depicts a "pickup window" for customers to receive previously placed orders from their vehicles but no on-site facilities to place orders from vehicles, and access to/from the rear of the property provided from Monongalia Avenue; Applicant shall not be permitted to construct a curb cut for access to/from the property onto Second Street Southwest.

    b. Applicant shall install fencing or landscaping on the Second Street Southwest side of the property to block headlights from disturbing neighboring residential properties, pursuant to a landscaping or fencing plan submitted to and approved by the City's Planning and Development Department.

    c. This resolution shall have no force or effect, and the variance granted shall be null and void, in the event the conditions contained herein are not timely met.

    OR

4. [That the City Council hereby denies the requested variance, based upon the above-referenced adopted Findings of Fact.]

Adopted on this 4th day of August, 2025

Attest:

Vernae Larsen, City Clerk

Douglas E. Reese, Mayor

ATTACHMENT A
Legal Description of the Property

Lot 1 excluding the east 12'; Lot 2 excluding the east 11'; Lot 3 excluding the east 10'; Lot 4 excluding the east 9'; Lot 5 excluding the east 8'; Lot 6 excluding the east 7'; Lot 7 excluding the east 7'; Lot 8; Lot 9, Block 67, First Addition to the Town of Willmar
(602 1St S)

ATTACHMENT B

Findings of Fact

Findings of Fact Supporting / Denying a Variance Request

Name of Applicant: Tyler Marcus on behalf of The Legacy Group Development, LLC

Address of Variance Request: 602 1st Street South

Board of Zoning Appeals Hearing Date: June 30, 2025

Description of Variance Request: Reduction of Zoning Ordinance, Section 4.A.5.b's 15-foot parking setback applicable to the rear of owner's property located at 602 1st Street South that abuts portions of Second Street Southwest, to five feet.

The basis for the City Council's action of approving or denying the application is set forth in the following findings of fact.

In making these findings, the City Council has considered the nature of the proposed use of land and the existing use of land in the vicinity, and the relation of the proposed land use to the Comprehensive Plan and Zoning Ordinance.

General Findings
(Questions 1 through 7 must be answered "Yes" for a variance to be granted, unless special circumstances are found to exist under Question 8)

1. Is the requested variance in harmony with the general purpose and intent of the Zoning Ordinance?

Yes ☒ No ☐

Why or Why Not? The property is zoned for commercial use in the City's General Business District, and is contiguous to an extensive area of commercial zoning along the First Street South corridor, and the applicant's proposed development of the property is consistent with and complementary to nearby lawful commercial land uses, including Quest Wealth Management, a nearby spa, Snap Fitness, Bennett office building, Napa Auto Parts, Caribou Cabin, and West Central Steel Building.

2. Is the requested variance consistent with the City's Comprehensive Plan?

Yes ☒ No ☐

Why or Why Not? The With Willmar Comprehensive Plan, adopted on June 16, 2025, designates the area along First Street where the Property is located for Neighborhood Commercial development. The Neighborhood Commercial designation is intended to facilitate areas of mixed use to allow both residential and commercial use in areas along key transportation corridors, such as First Street South, and transitioning out of downtown. The Comprehensive Plan clarifies that such "mixed-use" development does not always require residential development to be included in a given project; rather, commercial/industrial mixed use can be explored to serve as a transition from low intensity neighborhoods into the industrial portions of Willmar. The Comprehensive Plan notes that Neighborhood commercial uses can be supported by a variety of surrounding uses, including similar commercial and residential neighborhoods. The variance would facilitate development of the Property in a manner more consistent with the Comprehensive Plan's neighborhood commercial designation than would be possible if the 15-foot parking setback currently contained in the City's Zoning Ordinance were applied to the rear of the Property abutting Second Street Southwest, which would likely result in development of the Property with a rear access onto Second Street Southwest and subject neighboring residential properties to greater impacts from commercial retail use of the Property. The site plan for development on the Property proposed by the applicant better fits the scale of development associated with the Comprehensive Plan's neighborhood commercial designation and the diverse zoning of the area in proximity to the Property.

3. Is the property owner proposing to use the property in a reasonable manner, but cannot do so under the rules of the Zoning Ordinance?

Yes ☒ No ☐

Why or Why Not? Building within existing setbacks on the property would lead to egress onto Second Street Southwest, which would have the potential to negatively impact residential properties on the western side of Second Street Southwest, and less on-site parking. The variance would allow Applicant to develop the site in a way that limits potential adverse impacts on neighboring residential properties.

4. Is the variance necessary due to circumstances unique to the property not created by the applicant? (The uniqueness generally relates to the physical characteristics of the property; that is, to the land and not personal considerations of the landowner.)

Yes ☒ No ☐

Why or Why Not? The property is unique because it has an irregular configuration, being narrower than most lots in the General Business zoning district and located on a corner, which would result in significant reductions in parking on the site due to the zoning ordinance's 15-foot parking setback applying along two parcel boundaries. These circumstances existed prior to the owner's acquisition of the property.

5. Is it true that the granting of the variance will not alter the essential character or the locality? (The essential character generally relates to whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area.)

Yes ☒ No ☐

Why or Why Not? This property is part of the Legacy Commons development, adjacent to the west of existing retail development on First Street Soth (Caribou Cabin). The requested five-foot setback is customary along most properties on First Street and is already applied to the remainder of the Legacy Commons property through previously granted variances. The variance would allow for uniformity along Monongalia Avenue and for the portion of 2nd St SW bordering this lot.

6. Is it true that the granting of the variance will not be detrimental or injurious to the public welfare?

Yes ☒ No ☐

Why or Why Not? The applicant's development plan for which the variance is necessary results from accommodations made in response to testimony provided by the public at the public hearing at the Board of Zoning Appeals on June 30, 2025, after which the applicant submitted a revised site plan that eliminated the access to Second Street Southwest from the property, provided for enhanced landscaping or fencing on the Second Street Southwest side of the property, and provided additional parking. With these changes, the variance would not be detrimental to the public and would improve compatibility between commercial uses on this property and neighboring residential properties.

7. Is the variance necessary for more than purely economic considerations?

Yes ☒ No ☐

Why or Why Not? The applicant would be able to develop the property for commercial/retail uses without a variance; however, the variance will enable the applicant to develop the property in a manner that best limits potential adverse impacts on neighboring residential properties to the west across Second Street Southwest.

Special Circumstances

8. Is the variance necessary to either (a) provide adequate access to direct sunlight for solar energy system(s); or (b) facilitate earth sheltered construction as defined in Minn. Stat. §216C.04, subd. 14?

Yes ☐ No ☒

Why or Why Not? N/A

Conditions

9. Will the granting of the variance require any specific conditions and safeguards to be imposed on the property benefitted by the variance to prevent injurious effects upon other property in the neighborhood or upon public facilities and services?

Yes ☒ No ☐

List conditions: (a) Applicant shall develop the property pursuant to a site plan approved by the Planning and Development Department, which specifically depicts a "pickup window" for customers to receive previously placed orders from their vehicles but no on-site facilities to place orders from vehicles, and access to/from the rear of the property provided from Monongalia Avenue; Applicant shall not be permitted to construct a curb cut for access to/from the property onto Second Street Southwest; (b) Applicant shall install fencing or landscaping on the Second Street Southwest side of the property to block headlights from disturbing neighboring residential properties, pursuant to a landscaping or fencing plan submitted to and approved by the City's Planning and Development Department.

Facts supporting the answer to each question, above, are hereby certified to be the Findings of the City of Willmar City Council.

APPROVED ☒ DENIED ☐ TABLED ☐

DATED: August 4, 2025

ATTACHMENT C

Affidavit of Mailing of Notice of Variance Application and Public Hearing

AFFIDAVIT OF MAILING
OF NOTICE FOR BOARD OF ZONING APPEALS HEARING
ON REQUEST FOR VARIANCE

The undersigned, being the duly qualified and serving as the City Planner of the City of Willmar, Minnesota, does hereby certify that on June 18, 2025, (being ten days or more before the hearing on said variance), mailed Notice of Hearing (a true and correct copy of which is attached hereto as part of Exhibit A) to the surrounding landowners within a 350-foot radius of the subject variance.

For the purpose of giving such mailed notice the undersigned secured the below listed names of the property owners within 350 feet of the subject property:

CARRIS HEALTH, LLC
%CENTRACARE HEALTH SYSTEM
1406 6TH AVE N
ST CLOUD, MN 56303

TOLLEFSON/DANIEL/JR& JULIE A
108 MINNESOTA AVE SW
WILLMAR, MN 56201

CITY OF WILLMAR
P O BOX 755
WILLMAR, MN 56201

LEGACY GROUP DEVELOPMENT, LLC
PO BOX 795
WILLMAR, MN 56201

HEILING PROPERTIES, LLC
407 COUNTRY CLUB DR NE
WILLMAR, MN 56201

FROST/EVONNE C
611 2ND ST SW
WILLMAR, MN 56201

BERGE/SUSAN E
605 2ND ST SW
WILLMAR, MN 56201

SIMONS/SHERRI L
601 2ND ST SW
WILLMAR, MN 56201

MEDAYTO PROPERTIES, LLC
600 HORSESHOE DR
WILLMAR, MN 56201

ALVAREZ/DULCE
213 MINNESOTA AVE SW
WILLMAR, MN 56201

VIEWPOINT 75 RESOURCES, LLC
200 3RD ST SW
WILLMAR, MN 56201

WINZENBURG/MASON J
718 2ND ST SW
WILLMAR, MN 56201

HOLMQUIST/SHELLY
11981 82ND AVE NE
KANDIYOHI, MN 56251

LU/KOO/& LABOR SAY
722 2ND ST SW
WILLMAR, MN 56201

MOUDRY/ASHLEIGH A/& DIEGO ALEJANDRO ALONSO NUNO
367 SCHOOL RD SW
HUTCHINSON, MN 55350

KINNEY/TIMOTHY/&RENEE CAPIST
9516 PHEASANT XING
ST BONIFACIUS, MN 55375-1334

HOYT/CONNIE D & ROBERT M
701 3RD ST SW
WILLMAR, MN 56201

AMISK PROPERTIES, LLC
700 1ST ST S
WILLMAR, MN 56201-4197

GOLDEN EAGLE PROPERTIES, LLC
706 S 1ST ST
WILLMAR, MN 56201

N & N PROPERTIES
716 S 1ST STREET
PO BOX 953
WILLMAR, MN 56201

RODELIUS/MELANIE L & ANDREW R
15085 HWY 40 NE
KERKHOVEN, MN 56252

COFIELD PROPERTIES, LLC
600 HORSESHOE DR
WILLMAR, MN 56201

WIEGMANN/CASEY L
620 2ND ST SW
WILLMAR, MN 56201

HUSTON/RICHARD N
622 2ND ST SW
WILLMAR, MN 56201

AHMANN/STEVEN J
626 2ND ST SW
WILLMAR, MN 56201

PAUTZKE/LINDA C
625 3RD ST SW
WILLMAR, MN 56201

BOBBITT/MERLE A
119 31ST ST NW
WILLMAR, MN 56201

PAFFRATH/JUSTIN
PO BOX 935
SPICER, MN 56288

NELSON PROPERTIES, LLC/LEE
16780 72ND ST NE
NEW LONDON, MN 56273

JMB INVESTMENT GROUP LLC
C/O JOSHUA BAST
18975 61ST AVE N
PLYMOUTH, MN 55446

RYAN/DONNA
601 3RD ST SW
WILLMAR, MN 56201

BANKEN/JUSTIN L
702 2ND ST SW
WILLMAR, MN 56201

GALLARDO/JOSE R GOMEZ
708 2ND ST SW
WILLMAR, MN 56201

SCHELL/DANIEL R
116 KANDIYOHI AVE SW
WILLMAR, MN 56201

AMAYA/LUCIA E
709 2ND ST SW
WILLMAR, MN 56201

LEIVA/ALICIA
410 LITCHFIELD AVE SE
WILLMAR, MN 56201

KARNAK INC
20130 RIVENWOOD DRIVE
CYPRESS, TX 77433

MMBJ PROPERTIES, LLC
8701 71ST ST NE
SPICER, MN 56288

MPQ HOLDINGS, LLC
701 1ST ST S
WILLMAR, MN 56201

MCDONALD'S CORPORATION
TO: KEVIN COOK
PEOPLE FIRST FOODS
NEW LONDON, MN 56273-9462

FRANSCISE REALTY INT. CORP.
TO: JAMES C OLSON
1733 LOS ALAMOS DR
PUNTA GORDA, FL 33950

TIPACANOE PARTNERSHIP, LLP
PO BOX 163
APPLETON, MN 56208

Given under my hand and the seal of the City this 18th, day of June, 2025

Christopher Frank

Christopher Frank
City Planner

[EXHIBIT A TO AFFIDAVIT]

WILLMAR
INC· 1901
MINNESOTA'S CROSSROADS
MINNESOTA

333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

NOTICE OF PUBLIC HEARING FOR A ZONING VARIANCE

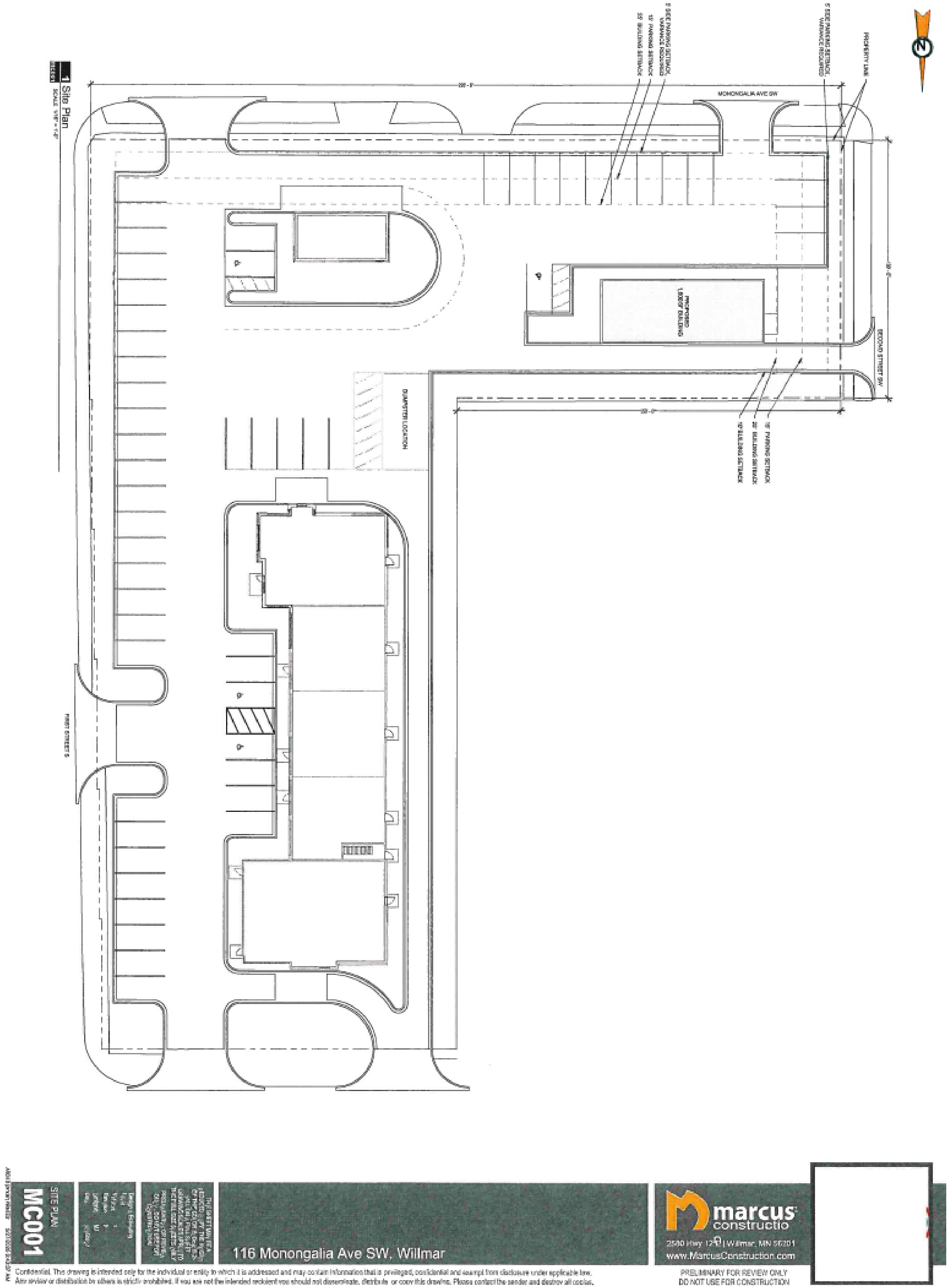
Notice is hereby given that the City of Willmar Board of Zoning Appeals will conduct a public hearing on Monday, June 30, 2025, at 5:30pm in conference room #1 of the City Hall, located at 333 6th Street SW, Willmar MN, to hear reasons for and against a Variance requested by Marcus Construction. The request is to modify the required 15-foot parking setback to 5 feet along the western portion of Monongalia Ave and 2nd St. SW that border the property located at 602 1ST ST S, Willmar MN 56201. (Parcel #: 95-006-1460).

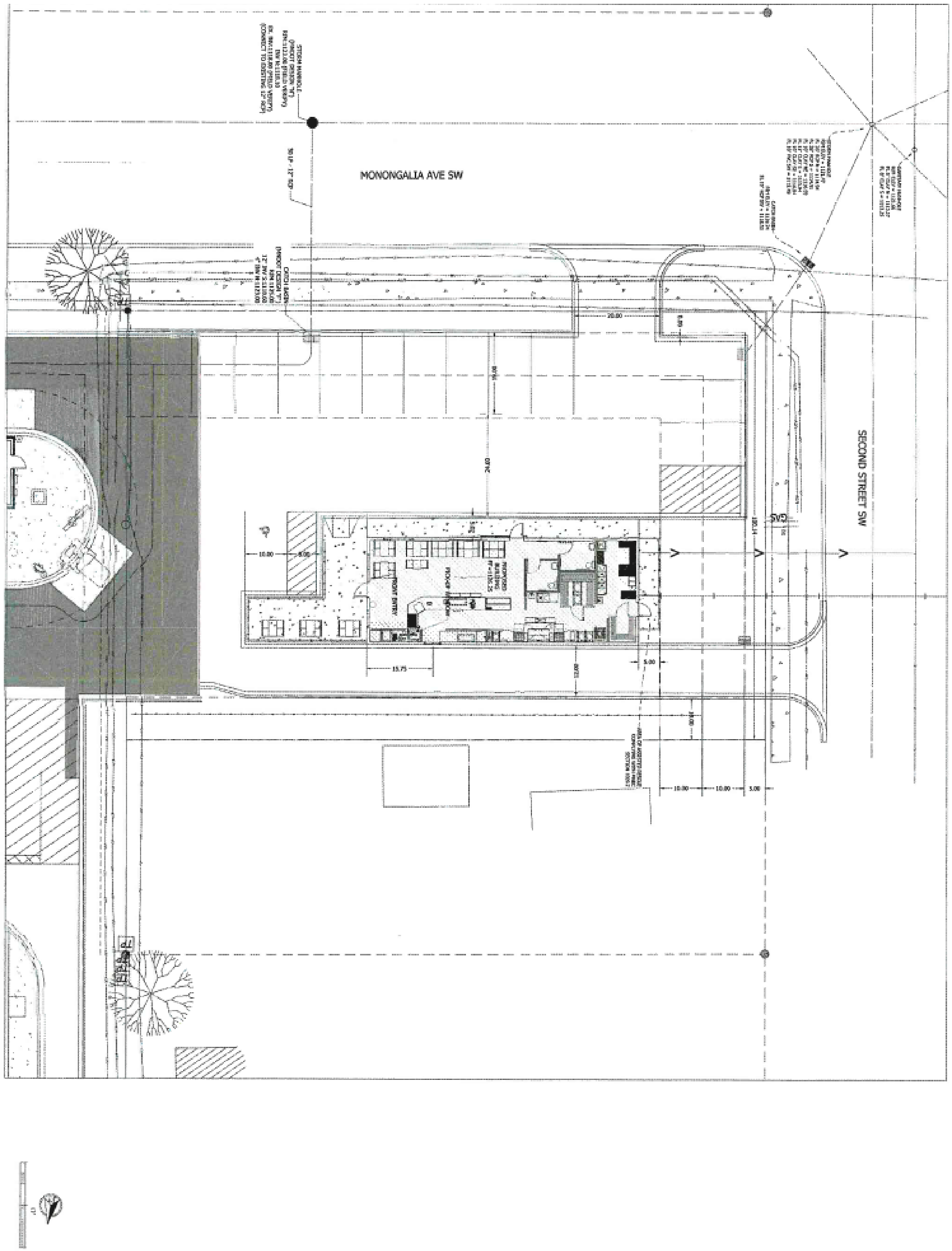
All property owners living in the vicinity of the above-described property are hereby notified of the public hearing. An interested person may attend in person, or may be represented by counsel, to be heard on this matter. All documents pertaining to this variance are available for review at City Hall. The Board of Zoning Appeals agenda can be found on the Calendar on the home page of the City's website (www.willmarmn.gov). If you have questions, contact the Department of Planning and Development Services at 320-214-5195 or planning@willmarmn.gov.

June 18, 2025	Christopher Frank
Date	City of Willmar Planner

Attachment D

Approved Site Plan





FAST FOOD RESTAURANT
WILLMAR, MINNESOTA

Design & Estimating
Version: 01
Designer: SAH
Date: [illegible]

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.

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www.MarcusConstruction.com

MASTERPLAN CONCEPT
MC100

WILLMAR
INC· 1901
MINNESOTA'S CROSSROADS
MINNESOTA
333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

BOARD OF ZONING APPEALS MEETING
CITY HALL, CONFERENCE ROOM #1
JULY 22, 2025 @ 5:30PM

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Proposed Additions or Deletions to Agenda
4. Regular Business
   4.1. Hearing and Action

      4.1.1 **MARCUS CONST: REQUEST TO MODIFY 15-FT PARKING SETBACK TO 5-FT SETBACK**
      Location: 602 1st St S; Parcel #: 95-006-1460; Ward 3.

5. Miscellaneous
6. Adjourn

How to provide public testimony

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

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

333 6th Street Southwest | Willmar MN 56201 | 320.235.4913

BOARD OF ZONING APPEALS MEETING
CITY HALL, CONFERENCE ROOM #1
JUNE 30, 2025 @ 5:30PM

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Proposed Additions or Deletions to Agenda
4. Regular Business

4.1. Hearing and Action

4.1.1. **RYAN HEGREBERG: REQUEST TO ALLOW CONCRETE PARKING PAD IN FRONT OF HOME**
Location: 418 10th St SW; Parcel #: 95-003-6860; Ward 2.
Public Hearing

4.1.2 **MARCUS CONST: REQUEST TO MODIFY 15-FT PARKING SETBACK TO 5-FT SETBACK**
Location: 602 1st St S; Parcel #: 95-006-1460; Ward 3.
Public Hearing

5. Miscellaneous
6. Adjourn

How to provide public testimony

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

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

CITY OF WILLMAR
PLAN DETAILED REPORT (VAR-2025-0001)

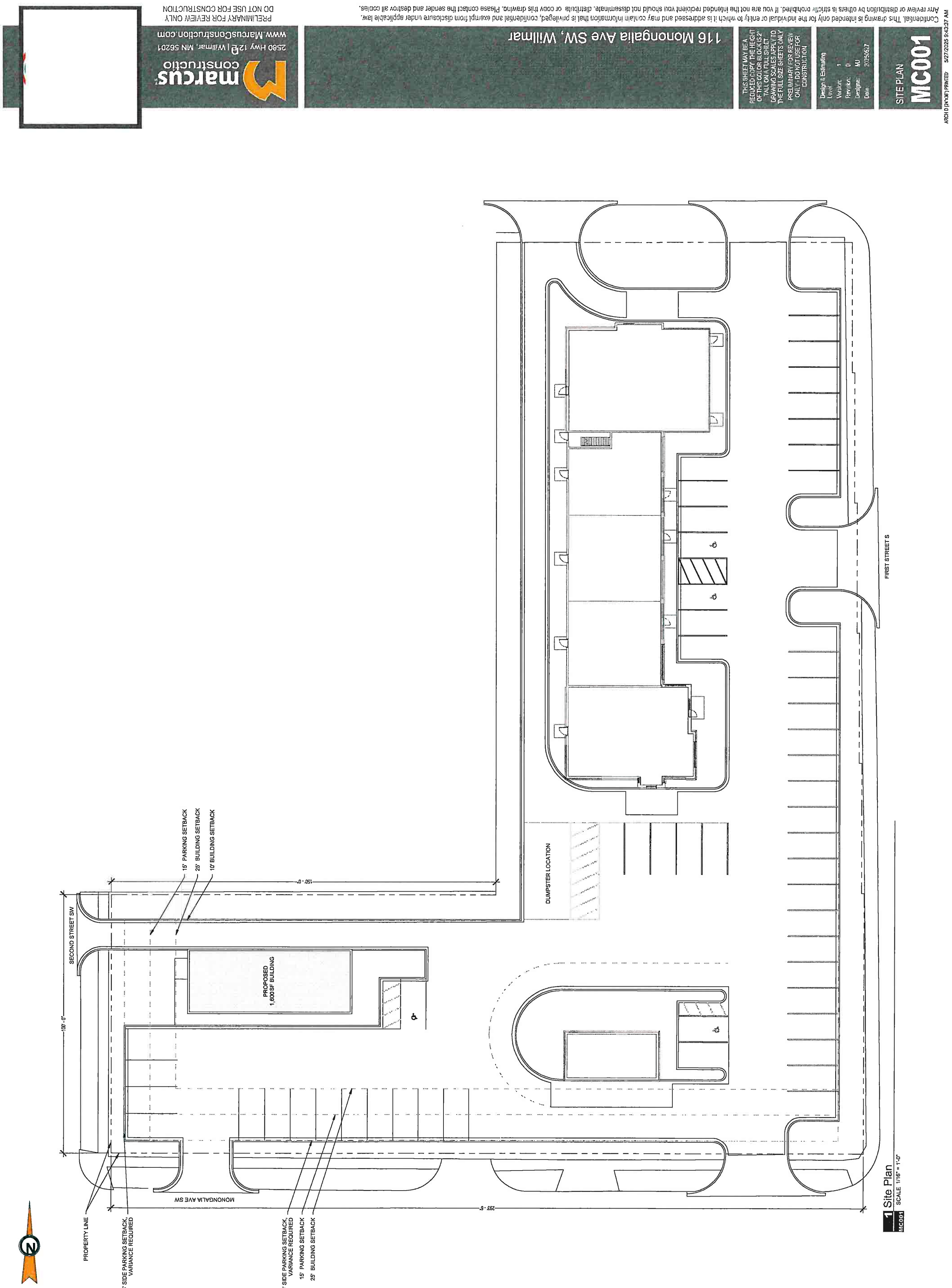
Plan Type:	Variance	**Project:**		**App Date:**	05/27/2025
Work Class:	Variance	**District:**	Not Applicable	**Exp Date:**	NOT AVAILABLE
Status:	Fees Due	**Square Feet:**	0	**Completed:**	NOT COMPLETED
Valuation:	$0.00	**Assigned To:**	Christopher Frank	**Approval Expire Date:**	

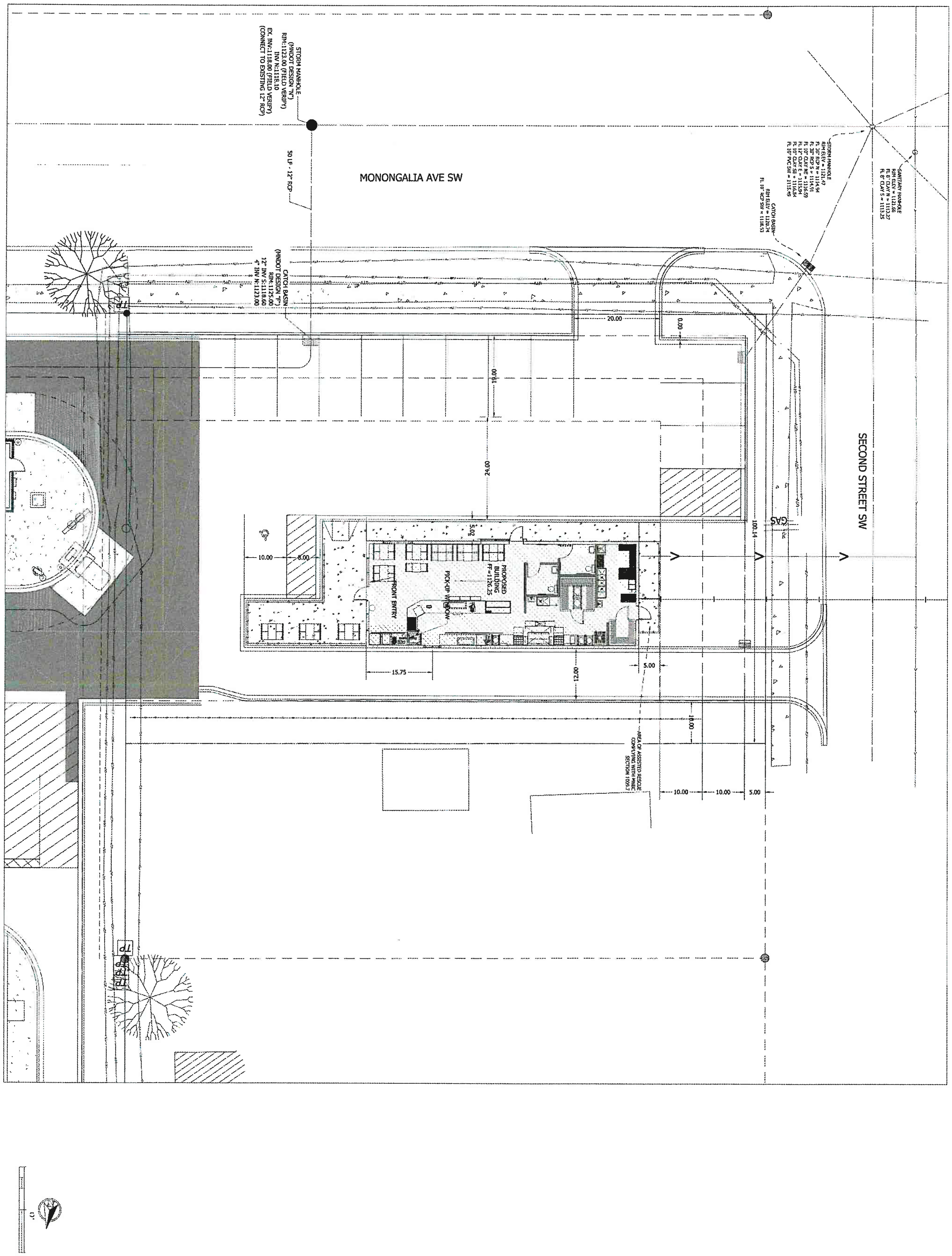
Description: 5' parking variance requested for remaining part of Monongalia Ave SW extending from Caribou Cabin towards 2nd Street SW and 5' parking variance requested for partial of 2nd Street SW towards north approximately 50'

Parcel:	95-006-1460	Main	**Address:**	602 1St St S Willmar, MN 56201	Main

Contact Type	Contact Name	Address	Cell Phone	Home Phone	Business Phone
Applicant	Taylor R Marcus	2580 Highway 12 East Willmar, MN 56201			(320) 894-7172
Owner	Ross Marcus		(320) 212-3707	(320) 222-6626	(320) 222-6626

Invoice No.	Fee	Fee Amount	Amount Paid
INV-00000174	Variance Application Fee	$400.00	$0.00
	Total for Invoice INV-00000174	$400.00	$0.00
	Grand Total for Plan	**$400.00**	**$0.00**


Confidential. This drawing 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 drawing. Please contact the sender and destroy all copies.
ARCH D (24"x36") PRINTED: 5/27/2025 9:43:37 AM
SITE PLAN
MC001
Design & Estimating
Level:
Version: 1
Revision: 0
Designer: MJ
Date: 20250527
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
PRELIMINARY FOR REVIEW ONLY - DO NOT USE FOR CONSTRUCTION
116 Monongalia Ave SW, Willmar
marcus construction
2580 Hwy 12 E | Willmar, MN 56201
www.MarcusConstruction.com
PRELIMINARY FOR REVIEW ONLY
DO NOT USE FOR CONSTRUCTION
FIRST STREET S
SECOND STREET SW
MONONGALIA AVE SW
DUMPSTER LOCATION
PROPOSED 1,600SF BUILDING
15' PARKING SETBACK
25' BUILDING SETBACK
10' BUILDING SETBACK
PROPERTY LINE
5' SIDE PARKING SETBACK, VARIANCE REQUIRED
5' SIDE PARKING SETBACK, VARIANCE REQUIRED
15' PARKING SETBACK
25' BUILDING SETBACK
150' - 0"
100' - 0"
292' - 8"
N
1 Site Plan
MC001
SCALE: 1/16" = 1'-0"



PRELIMINARY FOR REVIEW ONLY (?)

FAST FOOD RESTAURANT
WILLMAR, MINNESOTA

Design & Estimating Level	-
Version	V1
Designer	BAH
Date	2025-05-05

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marcus construction
www.MarcusConstruction.com
2580 Hwy 12 E | Willmar, MN 56201

MASTERPLAN CONCEPT

MC100

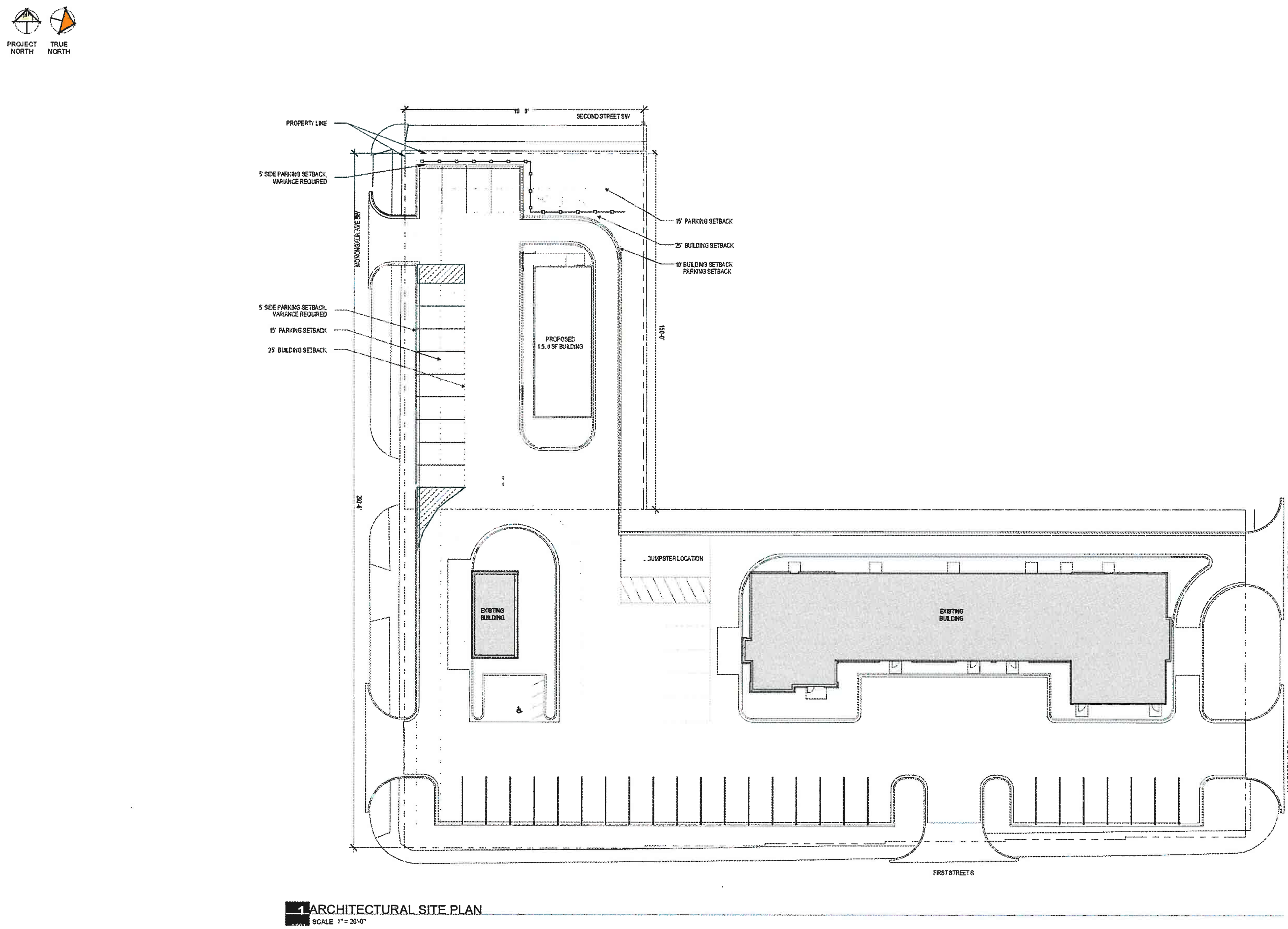
The Board of Zoning Appeals shall make the following affirmative findings:

1. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

2. The plight of the landowner is due to unique circumstances not created by the landowner.

3. The variance, if granted, will not alter the essential character of the locality.

4. The variance, if granted, will not be detrimental to nor endanger the public welfare.



1 ARCHITECTURAL SITE PLAN
SCALE 1" = 20'-0"

SITE PLAN NOTES

SITE PLAN SHOWN FOR REFERENCE AND COORDINATION PURPOSES ONLY. SEE CIVIL DRAWINGS FOR DETAILED SITEWORK INFORMATION

marcus construction
www.MarcusConstruction.com
2580 Hwy 12 E | Willmar, MN 56201

FAST FOOD RESTAURANT
1ST STREET SOUTH WILLMAR, MN 56201

PRELIMINARY FOR REVIEW ONLY DO NOT USE FOR CONSTRUCTION

Version:
Revision:
Drawn By: MJ/SA
Date: 20250711
Job Number: 2528

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ARCHITECTURAL SITE PLAN

A001

ARCH DRAWING PRINTED: 6/26/2025 2:05:40 PM

BOARD OF ZONING APPEALS
CITY OF WILLMAR, MN
TUESDAY, JULY 9, 2018

M I N U T E S

1. The Willmar Board of Zoning Appeals met on Monday, July 9, 2018 at 5:01 p.m. at the City Office Building.

   ** Members Present: Andrew Engan, Jim Rudnick, Jay Lawton, Tom Butterfield, and Christopher Frank.

   ** Members Absent:

   ** Others Present: Sarah Anderson – Planner, Susan Berge – Willmar, MN, Jim Bach – Marcus Construction, Ross Marcus – Marcus Construction.

2. LEGACY GROUP AVENUE PARKING SETBACK VARIANCE-FILE NO. 18-02: Mr. Lawton made a motion, seconded by Mr. Rudnick, to take the item from the table.

   Staff reviewed the request, on behalf of Marcus Construction, Willmar, MN (general contractor for Legacy Group Development, LLC) for a side yard right-of-way parking setback variance of 5' on property described as follows: Lot 1 excluding the east 12'; Lot 2 excluding the east 11'; Lot 3 excluding the east 10'; Lot 4 excluding the east 9'; Lot 5 excluding the east 8'; Lot 6 excluding the east 7'; Lot 7 excluding the east 7', Block 67, First Addition to the Town of Willmar (602 1st St S). The Zoning Ordinance requires a 15' setback from edge of right-of-way. The setback along Monongalia Avenue is being requested for increased onsite parking and vehicle traffic flow.

   Upon review with the City Attorney, the motion made at last meeting failed 2-2, as the professional reason for abstaining did not constitute a conflict of interest, therefore it was considered a no vote.

   A letter submitted by Igor Lenzner, Attorney for Legacy Commons, LLC, was read by staff.

   Andy Engan reminded the board and those in attendance of the findings of fact for a variance.

   The Board asked Marcus Construction about the separate phases of the project and the timing of submittals. Jim Bach explained the parcels on the southwest corner of the block were acquired after the development planning had begun.

   The Board then asked Marcus Construction about the reasoning to add more parking spaces to the parking lot. As Mr. Bach stated, parking is an issue in the city and wanted to best accommodate parking onsite, limiting the need for offsite parking.

The Board discussed the need for setbacks. Staff reminded everyone that setbacks serve as a buffer, safety precaution, and a way to guarantee some pervious surface in a development. The Board brought up the need to discuss setbacks along 1st Street with Planning Commission if variances continually be approved for shorter setbacks than required.

Mr. Frank made a motion, seconded by Mr. Rudnick, to approve the request.

The Board inquired if any other uses have been finalized for the development. According to Mr. Bach, no tenants other than Dominos are official at this time.

The motion carried with Mr. Lawton, Mr. Frank, Mr. Rudnick, and Mr. Engan voting aye, and Mr. Butterfield abstaining.

The reasoning the Board gave for approving the request was that it was a reasonable request not affecting other property. They found that the limited development space was a unique circumstance not created by the landowners. The variance will not negatively alter the essential character of the area. The variance is consistent with the comprehensive plan as it will be a commercial use in a commercial corridor. The Board thought it was in harmony with the Zoning Ordinance in that it was allowing safe traffic flow and adequate parking spaces for the development onsite.

3. MISCELLANY: Staff will forward the request to Planning Commission to review setback requirements along 1st Street, especially the portions near the Central Business District.

4. There being no further business to come before the Board, the meeting adjourned at 5:35 p.m.

Respectfully submitted,

Sarah J. Anderson
Planner

BOARD OF ZONING APPEALS
CITY OF WILLMAR, MN
TUESDAY, SEPTEMBER 10, 2019

M I N U T E S

1. The Willmar Board of Zoning Appeals met on Tuesday, September 10, 2019 at 5:16 p.m. at the City Office Building.

   ** Members Present: Jay Lawton, Jim Rudnick, Christopher Frank, Khalif Bashir, SanDawna Gualman Ashley, and Dan Reigstad.

   ** Members Absent: Andrew Engan.

   ** Others Present: Sarah Swedburg – Planner, Susan B. – Willmar, MN, Jim Bach – Marcus Construction, and Blake Graves – Legacy Commons.

2. INTRODUCTIONS: New Board of Zoning Appeals members introduced themselves to the group. We have had a number of new appointments to the Board in order to assure a fuller representation is present when reviewing variance requests.

3. REORGANIZATION: Mr. Reigstad made a motion, seconded by Mr. Frank, to nominate Mr. Lawton as the Chair of Board of Zoning Appeals.

   The motion carried.

   Mr. Reigstad made a motion, seconded by Mr. Lawton, to nominate Mr. Frank as the Vice Chair of the Board of Zoning Appeals.

   The motion carried.

3. LEGACY GROUP AVENUE PARKING SETBACK VARIANCE-FILE NO. 19-01: The public hearing opened at 5:16 p.m. Staff presented the request, on behalf of Marcus Construction, Willmar, MN (general contractor for Legacy Group Development, LLC) for an extension of a side yard right-of-way parking setback variance of 5’ on property described as follows: Lot 1 excluding the east 12’; Lot 2 excluding the east 11’; Lot 3 excluding the east 10’; Lot 4 excluding the east 9’; Lot 5 excluding the east 8’; Lot 6 excluding the east 7’; Lot 7 excluding the east 7’, Lot 8; Lot 9, Block 67, First Addition to the Town of Willmar (602 1st St S). The Zoning Ordinance requires a 15’ setback from edge of right-of-way. The setback along Monongalia Avenue is being requested for increased onsite parking and vehicle traffic flow as the development begins construction of Phase 2, a “Caribou Coffee Cabin” drive-thru only establishment.

   Mr. Frank inquired about the length of the variance being granted. Jim Back with Marcus Construction and Black Graves with Legacy Commons described the intention of a Phase 3 being planned for this site. The reason for requesting the 5 foot variance along the rest of the block along Monongalia Avenue is to allow for better traffic flow on this redeveloped site.

Staff reminded the Board that the Phase 2 development was approved by the Planning Commission, contingent upon meeting setback requirements or securing a Variance. Two separate setback variances were approved in 2018 for this site for parking and traffic flow of Phase 1, but at that time, the Phase 2 development timeline and structure was unknown, which was the reason for approval of variance along Monongalia Avenue only for the East ½ of the block.

No one else appeared to speak for or against the request and the Public Hearing closed at 5:22 p.m.

The Board discussed and reviewed staff comments (see Attachment A).

The Board discussed stormwater runoff and impervious surface for this site. As a part of the approval for the Phase 2 Development from Planning Commission, the Engineering Department must approval Stormwater compliance prior to issuing a building permit.

Mr. Reigstad made a motion, seconded by Mr. Lawton, to approve the 5' side yard setback variance as requested.

The motion carried.

The reasoning the Board gave for approving the request was that it was a reasonable request not affecting other property. They found that the limited development space was a unique circumstance not created by the landowners. The variance will not negatively alter the essential character of the area. The variance is consistent with the comprehensive plan as it will be a commercial use in a commercial corridor. The Board thought it was in harmony with the Zoning Ordinance in that it was allowing safe traffic flow and adequate parking spaces for the development onsite.

3. There being no further business to come before the Board, the meeting adjourned at 5:28 p.m.

Respectfully submitted,

Sarah J. Swedburg
Planner

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	9.C.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	Project No. 2503-C Technology Dr Change Order No. 1		

RECOMMENDED ACTION:
Adopt the resolution approving Change Order No. 1 for Project No. 2503-C in the amount of $10,903.84.

OVERVIEW:
Project No. 2503-C, the Technology Drive improvements, was awarded to Duininck, Inc. at the April 7, 2025 Council Meeting. Change Order No. 1 resulted from a request from MinnWest Technology Campus for additional signage and striping of the planned alternative access during construction in the amount of $10,903.84.

BUDGETARY/FISCAL ISSUES:
The change order is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Change Order No. 1 Project No. 2503-C
2. Project No. 2503-C Tech Drive - Change Order 1

Resolution No. ____

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO 2503-C.

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. 2503-C between the City of Willmar and Duininck, Inc. by Change Order No. 1 in the increased amount of $10,903.84.

Dated this 4th day of August, 2025

____
Mayor

Attest:

____
City Clerk

CHANGE ORDER FORM

NO.: 01

Owner: City of Willmar
Engineer: Bolton & Menk, Inc.
Contractor: Duininck, Inc.
Project: Street Improvement Project Technology Drive
Contract: Street Improvement Project Technology Drive
Date Issued: 07/23/2025

Owner's Project No.: 2503-C
Engineer's Project No.: 0W1.133493
MSAS Project No.: S.A.P. 175-157-002

Effective Date of Change Order: 07/23/2025

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

Description:

MinnWest Technology Campus has requested additional signage & striping for the planned alternative access during construction. This change order modifies the contract per the enclosed plan sheet 34 and increases the contract amount by $10,903.84. We have reviewed the additional cost submitted by the contractor and find it acceptable.

Attachments:

- **Plan Sheet 34 – Alternative Construction Access**
- **Duininck Estimate # 1550816**

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 746,051.00	Original Contract Times: Substantial Completion: 10/31/2025 Ready for final payment: 12/19/2025
Increase from previously approved Change Orders $ NA	**Increase** from previously approved Change Orders Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: $ 746,051.00	Contract Times prior to this Change Order: Substantial Completion: 10/31/2025 Ready for final payment: 12/19/2025
Increase this Change Order: $ 10,903.84	**Increase** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 756,954.84	Contract Times with all approved Change Orders: Substantial Completion: 10/31/2025 Ready for final payment: 12/19/2025

Recommended by Engineer

By: Spencer Johnson

Title: Project Manager

Date: 07/25/2025

Accepted by Contractor

Project MANAGER - Duininck

7/25/25

Authorized by Owner

By: Justin DeLeeuw

Title: Public Works Director

Date: 7/29/2025

DUININCK INCORPORATED

408 6th St. PO Box 208 Prinsburg, MN 56281
An Equal Opportunity Employer

ESTIMATE #: **1550816**
PREPARED BY: **Crystal Swanson**
PHONE: (320) 978-6011
FAX: (320) 978-4978
EMAIL: crystal.swanson@duininck.com
www.duininck.com

JOB NAME	CO1 WILLMAR - TECHNOLOGY DRIVE STREET IMPROVEMENTS	DATE:	7/11/2025		
		CONTACT NAME:	Unknown		
SOLD TO:	WILLMAR, CITY OF	OFFICE #	320-235-4202	FAX #	(320) 235-4917
BILL TO:	6600 HWY. 40 W. WILLMAR, MN 56201 USA	JOB LOCATION:			

WE PROPOSE HEREBY TO FURNISH THE MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH SPECIFICATIONS:

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
400	MOBILZATION	1.00	LS	$2,200.00	$2,200.00
410	4" WHITE SOLID WHITE STRIPE	1,189.00	LF	$1.10	$1,307.90
420	4" SOLID YELLOW STRIPE	595.00	LF	$1.10	$654.50
430	PAVEMENT ARROW	8.00	EACH	$99.00	$792.00
440	48X48" MNWEST TECH CAMPUS ENTRANCE	16.00	SF	$53.12	$849.92
450	48X48" MNWEST TECH CAMPUS ENTRANCE W/ARROW	32.00	SF	$53.12	$1,699.84
460	48X48" MNWEST TECH CAMPUS W/ARROW	64.00	SF	$53.12	$3,399.68
				Total Price for above Items:	**$10,903.84**
				Total Bid Price:	**$10,903.84**

Notes:
- Please include Prime Contractor Allowance.

Payments to be made as follows: **Monthly Progress Payments**
Payment Type ☐ Check ☐ Credit Card
Interest charge of 1.5% will be charged 30 days after invoice.
Send Checks to above address.

Authorized Signature ____________________

Note: This proposal may be withdrawn by Duininck Incorporated if not accepted WITHIN 20 DAYS.

For Internal Use Only

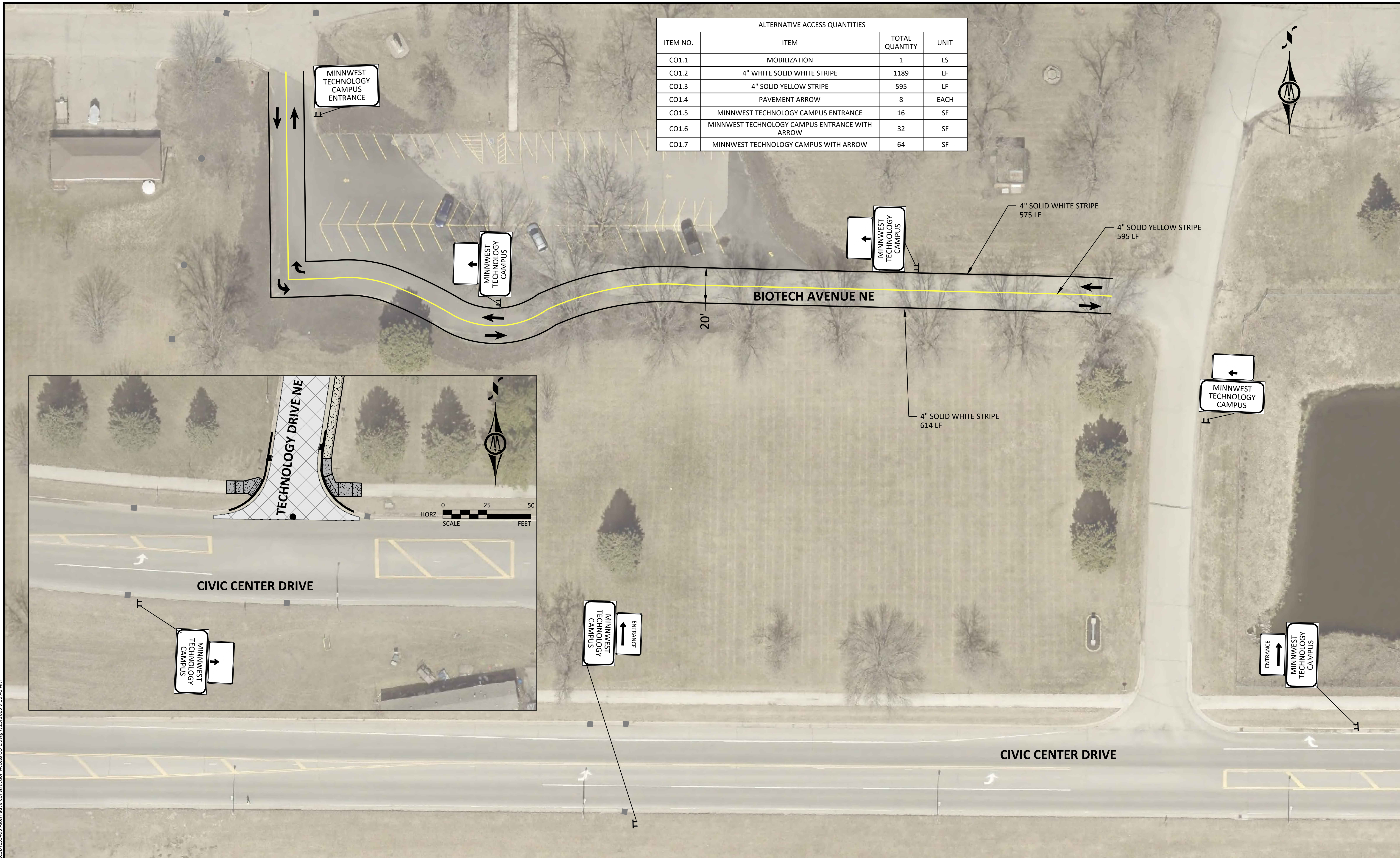
Job Start Date:
Job Completion Date:
Job Number:

Credit Card Authorization (To be charged monthly)
Number: ____________________
Expiration Date: __________ Type: Visa MC
Name on Card: ____________________
Authorization: ____________________

Signature to endorse the contract ____________________
Date: __________

The above prices, conditions, specifications, & payment terms are hereby accepted. You are authorized to do the work as specified.

ALTERNATIVE ACCESS QUANTITIES			
ITEM NO.	ITEM	TOTAL QUANTITY	UNIT
CO1.1	MOBILIZATION	1	LS
CO1.2	4" WHITE SOLID WHITE STRIPE	1189	LF
CO1.3	4" SOLID YELLOW STRIPE	595	LF
CO1.4	PAVEMENT ARROW	8	EACH
CO1.5	MINNWEST TECHNOLOGY CAMPUS ENTRANCE	16	SF
CO1.6	MINNWEST TECHNOLOGY CAMPUS ENTRANCE WITH ARROW	32	SF
CO1.7	MINNWEST TECHNOLOGY CAMPUS WITH ARROW	64	SF



HORZ. 0 25 50 SCALE FEET

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

WILLMAR

DESIGNED	SJJ
DRAWN	KMD, DML
CHECKED	JJH
CLIENT PROJ. NO.	0W1.133493 / 2503-C

NO.	ISSUED FOR	DATE
	BID	03/03/2025
0	CON	04/07/2025
2	CO 1	07/23/2025

CITY OF WILLMAR, MINNESOTA

STREET IMPROVEMENT PROJECT - TECHNOLOGY DRIVE S.A.P. 175-157-002

ALTERNATIVE CONSTRUCTION ACCESS

SHEET 34 OF 34

INC· 1901

WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	9.D.
Agenda Section:	Regular Business	**Originating Department:**	Public Works
Resolution:	Yes	**Prepared By:**	Kelsi Delbosque, Administrative Assistant
Ordinance:	No	**Presented By:**	Jared Voge, City Engineer
Item:	Project No. 2503-D Business Highway 71 Change Order No. 1		

RECOMMENDED ACTION:
Adopt the resolution approving Change Order No. 1 for Project No. 2503-D in the amount of $4,175.00.

OVERVIEW:
Project No. 2503-D, the Business Highway 71 improvements, was awarded to OMG Midwest, Inc. at the May 5, 2025 Council Meeting. Change Order No. 1 resulted from additional signage for the planned alternative accesses during construction for local businesses in the amount of $4,175.00.

BUDGETARY/FISCAL ISSUES:
The change order is within the project budget.

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
1. Resolution- Change Order No. 1 Project No. 2503-D
2. Project No. 2503-D Bus 71 - Change Order 1

Resolution No. ____

A RESOLUTION ACCEPTING CHANGE ORDER NO. 1 FOR PROJECT NO 2503-D.

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. 2503-D between the City of Willmar and OMG Midwest, Inc. dba Minnesota Paving & Materials by Change Order No. 1 in the increased amount of $4,175.00.

Dated this 4th day of August, 2025

____
Mayor

Attest:

____
City Clerk

CHANGE ORDER FORM

NO.: 01

Owner: City of Willmar
Engineer: Bolton & Menk, Inc.
Contractor: Minnesota Paving and Materials, Inc.
Project: Business Highway 71 Improvement Project
Contract: Business Highway 71 Improvement Project
Date Issued: 07/23/2025

Owner's Project No.: 2503-D
Engineer's Project No.: 0W1.126075
MSAS Project No.: S.A.P. 175-153-024

Effective Date of Change Order: 07/23/2025

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

Description:

Local businesses have requested additional signage for the planned alternative accesses during construction. This change order modifies the contract to provide additional signage for local business access and increases the contract amount by $4,175.00. We have reviewed the additional cost submitted by the contractor and find it acceptable.

Attachments:

- **Minnesota Paving & Material Estimate from 07/11/2025**

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 2,000,180.35	Original Contract Times: Substantial Completion: 10/03/2025 Ready for final payment: 12/19/2025
Increase from previously approved Change Orders $ NA	**Increase** from previously approved Change Orders Substantial Completion: NA Ready for final payment: NA
Contract Price prior to this Change Order: $ 2,000,180.35	Contract Times prior to this Change Order: Substantial Completion: 10/03/2025 Ready for final payment: 12/19/2025
Increase this Change Order: $ 4,175.00	**Increase** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 2,004,355.35	Contract Times with all approved Change Orders: Substantial Completion: 10/03/2025 Ready for final payment: 12/19/2025

Recommended by Engineer		Accepted by Contractor
By:	Spencer Johnson	
Title:	Project Manager	Area Manager
Date:	07/25/2025	7/25/25

Authorized by Owner	
By:	Justin DeLeeuw
Title:	Public Works Director
Date:	7/29/2025

MPM MINNESOTA PAVING & MATERIALS
A CRH COMPANY

To:	City	**Contact:**	
Address:	Any, MN	**Phone:**	
		Fax:	
Project Name:	Local Business Access Signs Willmar Bus. Hwy 71	**Bid Number:**	
Project Location:		**Bid Date:**	7/11/2025

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	01	Installation Of 5 Moveable Local Business Access Signs	5.00	EACH	$675.00	$3,375.00
02	02	Mobilization	1.00	EACH	$800.00	$800.00

Total Bid Price: $4,175.00

Notes:

- Thank you for the opportunity to quote your construction needs.
- **PROPOSAL IS VALID FOR 3 DAYS FROM BID DATE.**
- MPM is signatory to the International Union of Operating Engineers Local 49 and Teamsters Union Local 120.
- Tax Included.
- Incidental costs are excluded unless specifically identified in our quote.
- Estimated Quantities to be adjusted and paid for on a unit price basis.

Payment Terms:

Payment will be made to MPM within 10 days of the Prime Contractor receiving payment from the Owner.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Minnesota Paving & Materials**
Buyer: ____________	
Signature: ____________	**Authorized Signature:** Scott Bednar
Date of Acceptance: ____________	**Estimator:** Scott Bednar
	320-470-8112 scott.bednar@minnpm.com

INC· 1901

WILLMAR
MINNESOTA

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	9.E.
Agenda Section:	Regular Business	**Originating Department:**	City Clerk
Resolution:	No	**Prepared By:**	Vernae Larsen, City Clerk
Ordinance:	No	**Presented By:**	Vernae Larsen, City Clerk
Item:	Consideration Approval of Retail Registration Application for a Cannabis Combination License - LeafLine Labs, LLC dba RISE Willmar		

RECOMMENDED ACTION:
Approve the Retail Registration Application for the Sale of Medical and Adult Use Cannabis, and THC Products for Leafline Labs, LLC DBA RISE Willmar

OVERVIEW:
On February 3, 2025, the City Council adopted Ordinance No. 1533 to regulate cannabis and hemp retail businesses in the City of Willmar. Below is an establishment that has submitted a cannabis retail registration application and is requesting site approval.

LeafLine Labs, LLC dba RISE Willmar, located at 1413 South 1st Street, has submitted a Cannabis Municipal Retail Registration Application with plans to obtain a Medical Cannabis Combination license with plans to sell Medical Cannabis, Adult Use Cannabis, and THC products.

The applicant's location complies with local zoning ordinances and has passed a site inspection conducted by the Willmar Fire Department. Staff recommend approval of the registration to remain in compliance with Minnesota law.

Minn. Statute 342.13 Local Control

(f) Within 30 days of receiving a copy of an application from the office, a local unit of government shall certify on a form provided by the office whether a proposed cannabis business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code. The office may not issue a license if the local unit of government informs the office that the cannabis business does not meet local zoning and land use laws. If the local unit of government does not provide the certification to the office within 30 days of receiving a copy of an application from the office, the office may issue a license.

BUDGETARY/FISCAL ISSUES:
$500.00 Annual License Fee

ALTERNATIVES TO CONSIDER:
None recommended. The applicant has completed the local requirements described in Willmar ordinance and Minnesota Statute 342, regarding the local process.

ATTACHMENTS:
1. Leafline Labs

WILLMAR
INC. 1901
MINNESOTA'S CROSSROADS
MINNESOTA

Cannabis Municipal Retail Registration Application

Chapter 8, Article XI

Initial Registration and First Annual Renewal

- ☐ Cannabis Microbusiness - $0.00
- ☐ Cannabis Mezzobusiness - $500
- ☐ Cannabis Retailer - $500
- ☒ Medical Cannabis - $500 Combination
- ☐ Low-potency Hemp Edible Retailer - $125
- ☐ Other - $__________

Second Annual Renewal and Beyond

- ☐ Cannabis Microbusiness - $1,000
- ☐ Cannabis Mezzobusiness - $1,000
- ☐ Cannabis Retailer - $1,000
- ☐ Medical Cannabis - $1,000
- ☐ Low-potency Hemp Edible Retailer - $125
- ☐ Other - $__________

BUSINESS INFORMATION

(All information requested is required.)

Name of Business: Leafline Labs, LLC

DBA Name (if different): Rise Wi llmar

Business Address: 1413 First Street Willmar, MN 56201

Federal ID #: ______________________ MN Tax ID#: ______________________

Business Owner(s) Name: Anthony Georgiadis

Address: 325 W. Huron St. Suite 700

City/State/Zip: Chicago, IL, 60654

Phone Number: 708-329-8136 Cell Number: ______________________

Fax Number: ______________________ Email Address: Licensing@gtigrows.com

See attached Ordinance for information related to the sale of Cannabis products in the City of Willmar.

MN CANNABIS LICENSE INFORMATION

Minnesota Cannabis Business License Number: Please attach a copy. # ______________________

☑ Or - copy of written Office of Cannabis Management (OCM) preliminary license approval letter.

☑ I have submitted a Preliminary Training and Educational Plan for Employees as required by OCM. ☐ Not Applicable

ADDITIONAL REQUIRED INFORMATION

☒ Names and addresses of all persons having an interest of five (5%) percent or more in business and percentage of ownership (Section 8-373(3)) Ben Kovler, Director and CEO, 875 N. Michigan Ave Ste 3400, Chgo, IL 60611

☒ Current year taxes paid in full for retail location YES ☒ NO ☐ TENANT ONLY ☐ Parcel No. 95-923-8615

Please attach documentation establishing interest in the premises described above (lease, purchase agreement, contract for deed, etc.). Any application submitted without such documentation will be considered incomplete.

☒ A Certificate of Liability Insurance (see specific requirements in attached Ordinance)

Registration approval is dependent on meeting local zoning compliance and passing a Fire Safety Inspection.

Any cannabis or hemp retail business which receives an initial registration based on a preliminary license approval may be subject to (re)inspection for compliance with applicable Minnesota State Building and Fire Code provisions before the registered business may begin making sales to consumers in the City of Willmar.

NOTICES AND AUTHORIZATIONS:

Failure to supply this information may jeopardize or delay the processing of your license issuance or renewal application.

Registration must be completed annually. Registration is valid for one year from state license approval.

Any retail registration issued to an applicant who provides only a preliminary license approval at the time of application submittal does not permit retail sales to commence in the City of Willmar until that applicant has a license issued by the OCM and has provided a copy or proof of the license to the City of Willmar.

I hereby submit this application for the sale of Cannabis products in accordance with the provisions stated in the ordinances of the City of Willmar. I certify that all statements made by me in this document are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that any falsification of answers to the preceding questions will result in denial of the application, now and in the future.

Signature of Applicant	Anthony Georgiadis, Director and President Name (printed)	7/21/25 Date

--- *Office Only* ---

		REGISTRATION APPROVAL	Initials	Date
FEE PAID ______ AMOUNT	______ DATE	CITY CLERK	MB	7/31/25
RECEIPT NO. ______		CITY Council		
		Zoning Verification	CC	7-31-25
		Fire Safety Inspection	Email	7/31/25

WILLMAR MINNESOTA
INC. 1901

City Council Action Request

Council Meeting Date:	August 4, 2025	**Agenda Item Number:**	11.A.
Agenda Section:	Adjourn to Close Session	**Originating Department:**	Administration
Resolution:	No	**Prepared By:**	Leslie Valiant, City Administrator
Ordinance:	No	**Presented By:**	Mark Goldberg, David Drown Assoicates
Item:	Labor Negotiations Strategy under Minn. Stat. sec 13D.03, subd. 1		

RECOMMENDED ACTION:

OVERVIEW:

BUDGETARY/FISCAL ISSUES:

ALTERNATIVES TO CONSIDER:

ATTACHMENTS:
None