

## ***CITY OF WILLMAR***

### **PUBLIC WORKS/SAFETY COMMITTEE MEETING**

**5:00 PM, WEDNESDAY, NOVEMBER 18, 2020**

### **TELECONFERENCE GOTO MEETING**

**(Instructions to follow by separate email)**

## **AGENDA**

5:00 PM Call to Order

### **Discussion Items**

Murals in the Park

Invest in Willmar- Dome

Facility Policy

2<sup>nd</sup> Street SE- Sidewalk Discussion

### **Action Items**

Tobacco Policy

MnDOT Cooperative Construction Agreement- ADA Improvements

Order 2021 Improvement Report

Adjourn

Sarah,

I have included my original email to Gary and Rob, and I have attached artwork for all 9 murals. ALL of the actual murals have been painted with the community, though I am attaching just the line work for clarity. They can be finished (see the Frieda's or Ballpark versions) over the winter for placement in the Spring, unless we find indoor solutions. They can be attached to a wall directly or mounted on panels for mobility.

Feel free to reach out with any further questions!

Thank you,  
Kristin

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**From:** Kristin Allen <kristin@greenwatergarage.com>

**Sent:** Monday, July 27, 2020 2:43 PM

**To:** Gary Manzer <gmanzer@willmarmn.gov>; Rob Baumgarn <rbaumgarn@willmarmn.gov>

**Cc:** Cathy Johnson <CathyJ@pffwillmar.org>; Sarah Swedburg <sswedburg@willmarmn.gov>

**Subject:** A proposal for the PFF Community-Painted Mural installation

Hello there,

I am Kristin Allen, the primary artist on this mural project and a contractor for PFF--the organization with whom the mural was made. I am requesting permission to install the mural image at the Bill Taunton Stadium in the position shown in the attached artwork. Below are a few answers to questions that may arise from this idea. [Please forgive the LONG email.]

-- PFF serves adults with intellectual disabilities throughout the state and in 12 residences in Willmar.

-- The goal of the mural project is to make people with disabilities visible in public art and to engage with the community of Willmar while we painted them.

-- The mural was painted during an outdoor, all-are-invited, community painting activity we held on the outer edge of the four Rockin' Robbins concerts in 2019. Everyone and anyone was invited to paint with us. It garnered a LOT of engagement with the community and with the people PFF serves.

-- The mural project has had the financial sponsorship of Artists on Main Street, Willmar Area Community Foundation, and Vision 2040.

-- The mural was painted on parachute cloth using specially formulated acrylic mural paints. They are resistant to fading and degradation, as is the adhesive and varnish. The parachute cloth mural is very flexible and is applied to the surface like wallpaper, giving it the look of being painted directly on the wall. The life of the mural is 2-5 years, and should it ever need to be removed, it may be pulled from the surface with a heated pressure washer and a stiff brush.

-- Installation of the mural in the position proposed can be accomplished in less than ~4 hours and will only require a stepstool, not a ladder, making it a safe process. It would be best for all parties that we install it before the 2020 baseball season ends in August, preferably in low-humidity conditions.

We painted nine murals during the paint events. Each image reflects parts of the lives lived by vulnerable adults and the community to which they belong. Installing this mural in a place that is frequently visited by the people PFF serves will mean so much to them, their families, their friends around the community and the entire organization.

This mural has a baseball theme because they LOVE having a hometown team and they LOVE the team mascots. As an artist, I know this image is filled with connections to the Willmar community and on behalf of PFF, I would appreciate your approval of its placement at the ballpark.

Feel free to contact me with any questions I did not answer here.

With kind regards,  
Kristin Allen

Kristin B. Allen  
artist | designer  
320.212.3894 c  
**greenwater garage + gallery**  
101 South Main Street | New London  
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mailing address:  
7045 199th Ave NE  
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## Stingers / Bill Taunton Stadium Mural Placement Proposal



This mural has been painted on parachute fabric, which is very pliable and can adapt and adhere to a variety of surface textures.

It has been painted using high-quality, durable acrylic paints that are fade-resistant and have compatible formulations with the adhesive and varnish that are used to apply it to an exterior wall.

PFF is very proud of the public engagement we were able to achieve with this project, and partnering with local properties and organizations to place them in prominent view will help us complete our project mission and reward the members of our community with the visibility they deserve.

Thank you for your consideration.

Example of the text for the plaque:

### pff paints

This mural was painted by PFF with the help of the community during the 2019 Rockin' Robbins events. PFF is a non-profit serving vulnerable adults throughout the state of Minnesota.

The goal of the **pff paints** mural project is to make the real people we serve visible in public art. The people we serve love to attend Stingers games and being a part of the ballpark means a lot to them.

Our thanks to the Artists of Main Street, Willmar Area Community Foundation and Vision 2040 for their support of this work.

Guiding Artist: Kristin Allen  
Facilitating Artist: Maria Novak











**Facility Use Procedures**

**Background Information**

It is the policy of the City of Willmar to encourage the use of the City facilities by the citizens living in the City of Willmar and the surrounding communities. Fees for the use of City facilities may take into consideration building security, public safety and cost to the City and other appropriate factors as approved by the City Council. Implementation of this policy requires both City staff and community cooperation.

City facility rules and regulations under this policy shall apply to all property owned and managed by the City and shall be in effect at all times when City property is used for non-City functions. Rules and regulations regarding facility use are the responsibility of the City Council. Fees may be imposed on all users generating revenue while utilizing a City facility. The City Council has the ultimate approval over any fee changes through the budget process.

**Application Procedures**

A City Facility Use Application Form must be filled out for each facility use before a permit will be issued. One application may be used for a series of meetings. Applications may be obtained at the Parks and Recreation Office or the main office at each City building. Facility Use Application forms should be submitted to the Parks and Recreation Office at least **TEN (10) business days** in advance of the proposed date of usage but no earlier than 90 days in advance of proposed date (excluding City of Willmar calendar events). No function can be bumped within 2 days of the event (Exception: City of Willmar sponsored events due to weather cancellation). City of Willmar staff must fill out applications for City related programs. Priority will be given to the earliest request based on classes listed below:

<b>Class A</b>	<p><b>City Sponsored Events</b></p> <ul style="list-style-type: none"> <li>▪ Parks and Recreation Activities</li> <li>▪ <b>No Staffing or Rental Fees Apply</b></li> </ul>
<b>Class B</b>	<p><b>Community/Governmental Agencies</b></p> <ul style="list-style-type: none"> <li>▪ Willmar Public Schools and other governmental users</li> <li>▪ Community oriented nonprofit organizations not generating or exchanging money</li> <li>▪ Insurance policy is required with groups over 200 people</li> <li>▪ Staffing fees applied when necessary</li> <li>▪ <b>No Rental Fees Apply</b></li> </ul>
<b>Class C</b>	<p><b>For Profit/Generating Income</b></p> <ul style="list-style-type: none"> <li>▪ All non Class A or B users</li> <li>▪ Groups generating money (includes free will donations or passing the hat)</li> <li>▪ Any time money is exchanged</li> <li>▪ Insurance policy is required with groups over 200 people</li> <li>▪ Staffing fees applied when necessary</li> <li>▪ <b>Rental Fees Apply</b></li> </ul>

**Facility Use Fee:**

Organizations that do not pay for use of facilities each time they schedule a usage, will be subject to a participant fee. The participant fee is \$10.00 per person per organization, per season, and will be charged to user groups such as: Athletic Associations, Scout Groups, Church Programs, and any other organization that use City facilities on a regular basis. This fee is subject to annual review with the City Council being responsible for approving the fee schedule.

**GENERAL RULES AND REGULATIONS**

**Security/Supervision**

1. Permit holders are responsible for providing competent and adequate supervision for all activities at all times. Frequent community users may be required to submit a supervision plan prior to use. Supervisors may be required to enforce City of Willmar building rules provided by the Parks and Recreation Department.

2. At the City of Willmar's discretion, supervision may be assigned at the user's expense. It is the role of the Parks and Recreation supervisor to ensure proper use of facilities, but is not required to supervise a group or its activities.
3. Persons in attendance must confine themselves to areas permitted for use. Adults are responsible to keep children in permitted areas only.
4. Disorderly conduct is prohibited. This includes foul language, damaging or defacing City or personal property and removing artwork and posters.
5. Exterior doors are not to be propped open. If door is not keyed open, the permit holder must station an attendant at the door until all participants have arrived.
6. Permit holders are asked to monitor the area around their activity for persons entering the building who are not part of the permit holders group.
7. All users are liable for any alarms that are set-off during their event

### **Advertisements**

Any advertising or publicity about your event must indicate that the name of the facility is the meeting location and that the City of Willmar, in making such facility available for use according to this policy, is not endorsing or sponsoring the event.

### **Cancellations**

1. Permits are non-transferable and are restricted to the stated hours and intended use of facility as stated on the facility use permit.
2. Changes, additions or cancellations must be made through the Parks and Recreation Office at least 3 days in advance of scheduled use. Failure to do so may result in a charge to the user at a rate of \$10.00 or 50% of the estimated charges, whichever is less.
3. An approved permit shall confer no interest in property on the applicant, and the City of Willmar reserves the right to cancel or revoke any permit at any time with or without cause. In the event of such a cancellation or revocation, there shall be no claim or right to damages or compensation on account of any loss, damage or expense whatsoever.

### **Site Supervisor-Duties**

Basic responsibilities of the site supervisor shall be:

1. Unlock necessary doors at established time and turn on lights in scheduled area
2. Check the permit for special services requested.
3. Meet the group when they arrive, inform them where they will be working and may be reached.
4. Specially scheduled groups occasionally might need additional services such as set-up, extra equipment or clean-ups. There will be a charge for these extra services to attend to their needs. The site supervisor should inform the group if they will be away from the area for any length of time and where they can be found.

### **Cleanup Charges**

1. All groups are responsible for leaving the facilities in the same or better condition than when they arrived.
2. If extra effort is required for cleanup following the use of the facilities, an additional charge for personnel costs will be added to the charges.

### **Equipment Use**

1. Use of City equipment must be requested on the permit at time of application,
2. Equipment use is generally limited to volleyball standards, nets, basketball hoops etc. Charges will be assessed for undue wear or damages.
3. Generally, the permit holder must set up and take down equipment, leaving the room in the same condition as found. Equipment owned by the City of Willmar shall not be moved unless requested in advance through the Parks and Recreation Department. Permission to move equipment may be given by the site supervisor.
4. Any apparatus or other equipment moved into the building must have prior approval by both the Parks and Recreation Department and must be removed promptly after each use so as not to interfere with the regular City programs. Charges may apply.
5. Requests must be listed on the facility use permit for audio/visual equipment.



**Illegal Behavior**

1. Use of tobacco products, including through electronic delivery devices, is prohibited in all City buildings and City of Willmar grounds.
2. The permit holder shall assume full responsibility for any unlawful act committed on the premises during their activity.
3. The use of intoxicating beverages or controlled substances anywhere in or on the premises is prohibited. Violation constitutes immediate revocation of permit.
4. All local ordinances and state laws and regulations of the Police and Fire Departments must be observed.

**Weather**

1. Snow removal is not guaranteed on non-City days. Users who require snow removal must make arrangements with the Parks and Recreation Department.
2. Facility permits will be cancelled when The City is closed due to inclement weather. All activities will be cancelled on emergency closing days with no additional charges assessed upon reschedule.

**Liability**

1. Permit holders shall agree to indemnify the City of Willmar for any and all damages by any person or persons attending the activity, and indemnify the City of Willmar against any and all liability and any and all damage to persons or person.
2. For groups in classes B and C above or any gatherings of more than 200 persons, the permit holder shall carry and maintain public liability insurance, with the City as an additional insured, providing insurance coverage for bodily injury, death and property damage occurring in connection with the permit holder's use of the City's facilities or equipment. Such insurance shall provide coverage in amounts at least equal to the City's maximum liability limits as provided by state law, or such higher limits as may be required by the City based on the size and nature of the event.
3. City of Willmar may not be held liable for loss or destruction of personal items.
4. In the event of damage to City property, applicants shall accept the City of Willmar's estimate of the amount of damage and shall pay all appropriate costs.

**Appeals Process**

1. Questions regarding scheduling and billing may be made to the Parks and Recreation Coordinator.
2. Questions regarding other facility use issues may be made first to the Coordinator, second to the Parks and Recreation Director, and finally to the Parks and Recreation Advisory Council or committee designee.

Additional rules and regulations may be developed for particular facilities; permit holders shall apply with all such facility-specific rules and regulations in addition to those set forth in this policy.

**Fees**

Adult recreation programs will charge cost of program, officials, balls, sanctioning fees, etc. plus \$7 per team court fee for volleyball/basketball and \$10 per team field fee for softball.

**BALL FIELDS**

Baseball/Softball Fields	\$50.00 per game \$250.00 daily rate per field
Lights for ball fields	\$25.00 per day per field
Baker Field (field only)	\$300.00 per day
Orange BB Field	\$250 per day
Picnic Area behind Taunton Stadium	\$75.00 per day

**SHELTERS**

Enclosed Park Shelters (Robbins Island & Rice Park)	\$110.00 per day
Open Shelter #1 (has electricity)	\$40.00 per day
Open Shelter #2 & Lions (no electricity)	\$30.00 per day

**EQUIPMENT**

Bleachers – 7 High	\$100.00 per day plus staff costs
Picnic Tables Rental (12 maximum) (for pickup only – no delivery)	\$10.00 per table per day
Barricades	\$2.00 per day
Minimum charge for hauling barricades	\$20.00

**SHOWMOBILE**

Events in Willmar (not for profit)	\$215.00 per day + staff expenses
Events in Willmar (for profit) (Plus Clean-up/Damage Deposit)	\$500.00 per day + staff expenses \$200.00
Staff Expenses staff	\$80.00-\$280.00 depending upon number of staff

**AQUATIC CENTER**

Individual Season Pass	\$90.00
Family of Two	\$130.00
Family of Three	\$140.00
Family of Four	\$150.00
Family of Five	\$160.00
Family of Six	\$170.00
Each Additional Family Member	\$15.00
Daily Admission Rate	\$3.00
Observers	\$3.00
Group Admissions	\$2.50
Discount Coupons:	
10 coupons	\$25.00
20 coupons	\$45.00
Pool Rental – 2 hour minimum	\$100.00 per hour plus guard/staff fees

**CITY AUDITORIUM**

Gym Rental	\$50.00 per hour not to exceed \$300.00 per day
Staffing	\$20.00 per hour
Range Rental	\$80.00 per hour plus certified Rangemaster (if the group doesn't have one)
Open Range	\$8.00 per half hour

**CIVIC CENTER**

Cardinal Arena Dry Floor events	\$580.00 per day plus services
Ice Rental	\$150.00 per hour after April 1



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City of Willmar- Facility Use Policy and Procedures

Blue Line Arena Dry Floor events	\$400.00 per day plus services
Ice Rental	\$150.00 per hour after April 1
Summer Ice	\$110 per hour between 7 am-3:30 pm
Lobby	\$75.00 per day
Staffing	\$20.00 per hour

**COMMUNITY CENTER**

Burlington Northern or Selvig Rooms	\$60.00 each per day OR \$100.00 per day for both
Sunshine Room	\$40.00 per day
Reynolds Room	\$25.00 per day
Staffing	\$20.00 per hour



### Committee Action Request

<b>Committee Meeting Date:</b>	November 18, 2020	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	Public Works	<b>Originating Department:</b>	Parks and Recreation
<b>Resolution</b>	No	<b>Prepared by:</b>	Rob Baumgarn, Parks and Recreation Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Brian Gramentz, City Administrator
<b>No. of Attachments</b>	3	<b>Presented By:</b>	Rob Baumgarn, Parks and Recreation Director
<b>Item:</b>	City of Willmar Tobacco Policy updates		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to approve the updated Tobacco-Free Park Policy.

**COMMITTEE/BOARD/COMMISSION RECOMMENDATION:**

The Parks and Recreation Board is recommending the approval of the updated Tobacco-Free Park Policy.

**OVERVIEW:** The City of Willmar’s Tobacco-Free Park Policy has not been updated since 2010. Since then there have been many different types of tobacco usages and devices that are being used. The Parks and Recreation Board reviewed the old policy and is recommending the current updates to the policy to include all forms of tobacco usage and devices. Also, the board is recommending the updated signage for the parks and facilities to include these new forms of tobacco and devices.

The new signs would be placed at all of the parks and facilities to deter anyone from using any types of tobacco. Kandiyohi-Renville County Statewide Health Improvement Program and The Kandiyohi County DFC Coalition Drug Free Communities has agreed to contribute dollars to this project as long as they are represented on the signs.

**PRIMARY ISSUES/ALTERNATIVES TO CONSIDER:**

- Don’t approve the updated policy
- Make changes to the updated policy

**BUDGETARY/FISCAL ISSUES:**

Kandiyohi-Renville County Statewide Health Improvement Program and The Kandiyohi County DFC Coalition Drug Free Communities are both contributing \$500 each for the new signage. The dollars will cover the cost of 50 new signs, which will be enough to replace the old signage.

**ATTACHMENTS:**

- Tobacco-Free Park System Policy
- Proposed New Signage
- Past history on the policy



## **JOINT POWERS BOARD MEETING**

**JULY 30, 2010**

**Members Present:** Eric Banks, Chris Bennett, Dewey Bock, Nancy Byberg, Mike Carlson, Rick Fagerlie, Edel Fernandez, Troy Gorans, Patti Johnson, Roberto Valdez

**Staff Present:** Steve Brisendine, Brad Bonk, Kevin Madsen, Jim Nicholson, Becky Sorenson

**Guests Present:** BobbiJo Berg, Shayna McCarthy, Julie Taunton, Mary Sawatzky, Donn Winkler, Matt Johnson

Vice Chair, Chris Bennett, called the meeting to order.

- 1 **Smoking Policy** – BobbyJo Berg, Public Health Nurse, presented a request that the non-smoking policy in school and city buildings and parks and open areas be expanded. Currently the City of Willmar has a non smoking policy in city parks during youth activities. Ms Berg would like to see that expanded to all recreation activities and to include a distance from parks and buildings that smokers have to stay beyond. There would be no enforcement of this policy other than staff and individuals in the parks/facilities asking people to honor the policy. This was for information until some sample policies are brought back to the board to review.

Steve spoke in favor of the policy given that we already have a smoke free policy during youth events and that the ACHIEVE group that will be working on healthy policies for the community would also support the City moving in this direction.

Rick Fagerlie asked if the Stingers had a smoke free policy. Ms Berg replied that the Stingers don't have a policy forbidding use of tobacco products but have requested their players to not use tobacco in the park, and, if they need to use chewing tobacco, that they do so discreetly.

Mike Carlson asked about signage, stating that if we were to make this change, proper signs would help inform people of the new policy.

Kevin Madsen would like the no smoking policy to include a distance from the building. He stated that the no smoking policy of the Arena moves people to smoke right outside the front doors.

- 2 **State Baseball Tournament:** Mary Sawatzky from the Willmar Baseball Boosters was present to talk about the plans for the State Baseball Tournament in Willmar, starting August 20 for three weekends. A total of 48 teams in Class B & C will be participating. The Boosters are looking for volunteers to help (concessions, ticket sales, etc). She stated they need 40 volunteers per two games. Volunteers will be asked to help out for a four hour period. Mary asked the Board to consider helping out and spreading the word about the need for volunteers.

## **JOINT POWERS BOARD**

**August 27, 2010**

**Members Present:** Chris Bennett, Dewey Bock, Nancy Byberg, Mike Carlson, Edel Fernandez, Jill Gould, Patti Johnson, Bonnie Pehrson.

**Staff Present:** Steve Brisendine, Rob Baumgarn, Brad Bonk, LeAnne Freeman, Christine Hilbert, Kevin Madsen, Jim Nicholson, Tammy Rudningen, Becky Sorenson

1. **Chairman Chris Bennett** opened the meeting by asking for introductions.
2. **Smoking Policy– Parks:** Steve Brisendine talked about last month's meeting regarding changes to our non-smoking policy. He presented a handout of non-smoking policies that other cities have in place. Our current policy is no smoking during youth events. The request is to increase the scope of the policy to include no smoking during any events and to include a distance from the park or facility.

Jill Gould asked how we would handle the footage (100 feet from entrance). The Aquatic Center has posted no smoking signs at the entrance and moved the ash receptacles further from the building. While this could be done at the Arena, Kevin Madsen feels that is only encouraging people to smoke. Jill Gould agreed by saying that smoking is listed as a carcinogen and we should treat it as such by banning smoking in public areas. Edel Fernandez stated that a large number of adults bring children to adult league events.

After much discussion, Chris Bennett asked for suggestions on how to proceed. The consensus was to make a recommendation regarding the smoking ban. Bonnie Pehrson suggested using the same policy as Andover as presented earlier. That policy states "The City of Andover does not allow the use of tobacco products on City-owned parkland, park facilities, open space or joint city/school district properties except within the confines of a vehicle in a designated parking area."

After some questions regarding the Civic Center and Community Center, it was decided to use the above policy but remove park from park facilities, leaving just facilities. Patti Johnson made a motion to adopt the non smoking policy of Andover with the change as listed. Bonnie Pehrson seconded. Motion carried. LeAnne Freeman asked what should be done with those individuals who do not follow the policy. Mike Carlson responded that people who continue to smoke after being asked numerous times to stop, should be asked to leave the facility.

3. **Program Update:** Steve updated everyone regarding developing a new plan for bike path and trails for the City. He and Brad Bonk met with Mid Minnesota Development who are in the process of forming a committee and collecting data. Bonnie Pehrson asked if there would be



**COMMUNITY EDUCATION & RECREATION  
JOINT POWERS BOARD MEETING  
SEPTEMBER 24, 2010**

**Members Present:** Eric Banks, Dewey Bock, Nancy Byberg, Mike Carlson, Rick Fagerlie, Edel Fernandez, Jill Gould, Patti Johnson, Bonnie Pehrson, Roberto Valdez

**Staff Present:** Steve Brisendine, Rob Baumgarn, Brad Bonk, LeAnne Freeman, Christine Hilbert, Becky Sorenson

1. **Welcome and Introductions:** In the absence of both vice chairs, Chris Bennett and Eric Setrum, Steve opened the meeting by welcoming everyone.
2. **Smoking Policy in the Parks:** Steve stated that Rick Fagerlie had presented our motion to the City Council and it was forwarded to the Public Works Committee to be presented at their next meeting. Steve asked if anyone from the Board would be interested in joining him at that meeting. He mentioned that he had thought of asking Bobbi Jo Berg from Public Health to attend. Jill Gould stated she felt that would be a good idea.
3. **Update on Bike Trail Study:** Steve handed out copies of a report from Donn Winckler regarding the Bike & Trail study they have drafted so far. One of the requests is that we recommend some individuals to serve on a committee to develop more ideas and plans. Bonnie Pehrson volunteered to serve on this committee. Nancy Byberg said that she would be willing also if the meetings were held either Monday or Tuesday.

Brad Bonk talked about the Ride the Trails Fund Raiser Bike Ride this past Saturday. There was a good turn out of 60 bicyclers even though the morning temperatures were chilly. There were 42 silent auction items that were bid on at the Community Center. \$1,500 was raised at the auction. Total money taken in was \$5,600 minus \$1,600 expenses for a total of \$4,000.

4. **Program Update:** Rob Baumgarn talked about 5<sup>th</sup> & 6<sup>th</sup> Grade Tackle Football. We have a total of 12 teams which includes some out of town teams such as New London/Spicer, MACCRAY, Morris and BBE. Rob feels that the competitive aspect of the league is becoming too much and needs to be dialed back. He will be talking to the High School Football Coach about his concerns.

We are offering tennis lessons at the Middle School. Lisa Bengtson has been running the program. This program is basically lessons with a few matches.

**WILLMAR CITY COUNCIL PROCEEDINGS**  
**COUNCIL CHAMBERS**  
**WILLMAR MUNICIPAL UTILITIES BUILDING**  
**WILLMAR, MINNESOTA**

October 18, 2010  
7:00 p.m.

The regular meeting of the Willmar City Council was called to order by the Honorable Mayor Lester Heitke. Members present on a roll call were Mayor Heitke, Council Members Doug Reese, Ron Christianson, Bruce DeBlicek, Denis Anderson, Steve Ahmann, Rick Fagerlie, Jim Dokken, and Tim Johnson; Present 9, Absent 0.

Also present were City Administrator Michael Schmit, City Attorney Richard Ronning, Police Chief David Wyffels, Fire Chief Marv Calvin, Acting Public Works Director Holly Wilson, Finance Director Steve Okins, Community Education and Recreation Director Steve Brisendine, and City Clerk Kevin Halliday.

The Council requested that the Housing and Redevelopment Development Board Minutes of September 30, 2010, be removed from the Consent Agenda.

Council Member Reese offered a motion adopting the Consent Agenda which included the following: City Council Minutes of October 4, Municipal Utilities Commission Minutes of October 12, Building Inspection Report for September, Housing and Redevelopment Authority Board Minutes of September 14 and 23, and Community Center Minutes of October 6, 2010. Council Member Anderson seconded the motion, which carried.

Following discussion of the Housing and Redevelopment Authority Minutes of September 30, 2010, Council Member Ahmann requested that Chair Vera Novak provide a City/County HRA combining report at the November budget meeting. Council Member Ahmann moved to approve the Housing and Redevelopment Authority Board Minutes from September 30, 2010. Council Member Anderson seconded the motion, which carried.

Mayor Heitke acknowledged that no one had signed up to address the City Council during its scheduled Open Forum.

Mayor Heitke recognized Ken Sedmak, Donohue and Associates Senior Project Manager, who presented a Wastewater Treatment Plant Project completion report. Mr. Sedmak reviewed the history of Willmar's old plant that was built in 1930. As the City grew, the plant was upgraded twice to increase capacity and address industrial load and served Willmar and the Eagle Lake Sewer District. The new facility meets water quality effluent limits for removal of phosphorus and ammonia which will help improve water quality in Hawk Creek, the Minnesota River, and the Mississippi River to reduce overall phosphorus. The Plant now provides sufficient capacity for local industries to expand and for the City to grow for many years. Mr. Sedmak reviewed the final costs as well as funding sources and thanked the Mayor, Council and Staff for their support and positive working relationships. This matter was for information only.

The Finance Committee Report for October 11, 2010, was presented to the Mayor and Council by Council Member Anderson. There were four items for Council consideration.

Item No. 1 Chair Anderson acknowledged that there was no one present to comment on the Mayor's 2011 Proposed Budget nor were other communications regarding the budget received prior to the meeting. This matter was for information only.



Item No. 2 Staff provided the Committee with the Waste Treatment Plant Rate Schedule Ordinance adopted by the Council in February, 2009, which set sewer service rates through 2012. The 2011 proposed budget for the Waste Treatment Plant incorporates the applicable rates found in the Rate Schedule. Once the new Facility has been operating for a year, the Council may consider reviewing the sewer rate schedule and amending if necessary. Staff also explained that, where possible, expenditures will be tracked separately for municipal versus industrial usage for consideration in future rate determination. Further discussion included restricting a portion of the fund balance to cover a full year of debt service costs plus six months of operating costs. This matter was for information only.

Item No. 3 The Committee received the 3<sup>rd</sup> Quarter CVB report and the 3<sup>rd</sup> Quarter WRAC-8 report. This matter was for information only.

Item No. 4 Chair Anderson noted that the Budget Meeting on November 22, 2010, will begin at 3:00 p.m. at the Fire Station. This matter was for information only.

The Finance Committee Report for October 11, 2010, was approved as presented upon motion by Council Member Anderson, seconded by Council Member Fagerlie, and carried.

The Public Works/Safety Committee Report for October 12, 2010, was presented to the Mayor and Council by Council Member Reese. There were five items for Council consideration.

Item No. 1 Steve Brisendine, Community Education and Recreation Director and Bobbi Jo Berg, Kandiyohi County Public Health were both present to discuss the City's Tobacco-Free Policy. The CER Joint Powers Board referred this item to the Committee. Ms. Berg explained the current Health Reform Program and that tobacco use is the leading preventable cause of death in the United States. The current policy, established in 2003 by the Council states, "no tobacco use is allowed in the City parks during youth activities." Mr. Brisendine informed the Committee that the CER Joint Powers Board visited the policy and is recommending the City consider revising it to read, "The City of Willmar does not allow the use of tobacco products on/in City-owned parks and buildings, except within the confines of a vehicle in a designated parking area."

The Committee was recommending the Council approve the policy change as recommended by Staff and the CER Joint Powers Board. Following discussion, Council Member Reese moved to approve the recommendation of the Public Works/Safety Committee with Council Member Fagerlie seconding the motion which resulted in a roll call vote of Ayes 4, Noes 4 – Council Members Christianson, Ahmann, Johnson, and Dokken voted "No." Mayor Heitke cast the deciding affirmative vote.

Item No. 2 Staff briefed the Committee on the Crime Free Multi-Housing Program offered to landlords. The voluntary three-phase program is offered through the Police Department and uses crime prevention techniques. The program involves a training session, meeting seven minimum-security requirements of crime prevention through environmental design, and implementation of a neighborhood watch for the rental complex. It was noted that landlords are made aware the service is available. This item was for information only.

Item No. 3 The Committee considered a quote tabulation presented by Staff for the 2011 Annual Tree Requirements. Three quotes were received with the low quote being that of Stacy's Nursery of Willmar in the amount of \$22,996.05. It was Staff's recommendation to enter into an agreement for the furnishing of the trees in 2011.

The Committee was recommending the Council accept the low quote of Stacy's Nursery and authorize the Mayor and City Administrator to enter into an agreement on behalf of the City. Resolution No. 1 was introduced by Council Member Reese, seconded by Council Member DeBlicke, and carried on a roll call vote of Ayes 8, Noes 0.

**City of Willmar, MN  
Tobacco-Free Policy  
Adopted: June, 2003  
Revised: October 19, 2010**

**Regulation:** Prohibition of tobacco product usage, the City of Willmar does not allow the use of tobacco products on/in City-owned property, parks and buildings, except within the confines of a vehicle in a designated parking area.

**Purpose:** In order to protect the health and welfare of our children, the City of Willmar prohibits the use of all tobacco products on/in City-owned property, parks and buildings.

**Description:** The process for obtaining compliance with this regulation is as follows:

1. All City-owned parks and buildings will be signed.
2. Emphasis is on voluntary compliance.

Approved by the Willmar City Council on June 16, 2003

# CITY OF WILLMAR

## TOBACCO-FREE PARK SYSTEM POLICY

### PURPOSE

The Willmar Park System Tobacco-Free Policy aims to protect the health, welfare and safety of all park patrons from the negative health effects of smoking and exposure to secondhand smoke. Smoking, other commercial tobacco use, and exposure to second-hand smoke have been found to cause heart disease, cancer, asthma, bronchitis, and other respiratory problems. Electronic delivery devices, commonly referred to as e-cigarettes, closely resemble and purposefully mimic the act of smoking combustible tobacco products and are also harmful to health. E-cigarettes produce an aerosol of harmful substances and typically contain nicotine derived from tobacco, which is a highly addictive substance.

The City of Willmar and the Willmar Park and Recreation Department are committed to promoting active living and a healthy lifestyle. This commitment applies to the quality of life for all residents, guests and visitors. Therefore, we believe:

1. All forms of commercial tobacco, including electronic delivery devices, used in proximity of youth and young adults engaging in or watching recreation activities is unhealthy and detrimental to the health of others.
2. All forms of commercial tobacco products, including electronic delivery devices, consumed in public spaces are often discarded on the ground, thus posing a risk of ingestion to toddlers, cause of litter problems, and other environmental issues.
3. As community members, parents, leaders, coaches and officials, we are considered role models, and the use of commercial tobacco products, including electronic delivery devices, around youth, negatively impacts their lifestyle choices.

### DEFINITIONS

**All Times:** 24 hours a day, seven days a week.

**Electronic Delivery Device:** Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. The term includes, but is not limited to, devices manufactured, distributed, marketed or sold as e-cigarettes, e-cigars, e-pipes, vape pens, Juul, Suorin, or e-hookah.



**Park Property:** Property owned by the City of Willmar including, but not limited to, facilities, parks, trails, open space, and other property owned, leased, rented, contracted, used, or controlled by the City of Willmar for parks and recreational purposes. The term includes, but is not limited to, restrooms, spectator and concession areas, playgrounds, athletic fields, beaches, and aquatic areas.

**Smoking:** Inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, or pipe, or any other lighted, heated, or activated tobacco, nicotine, cannabis or plant product intended for inhalation, including hookah and marijuana, whether natural or synthetic. Smoking also includes carrying or using an activated electronic delivery device.

**Staff:** Any person employed by the City of Willmar in a full or part-time capacity; any position contracted for by the city of Willmar; any person working on a volunteer basis; or any person working or volunteering for the Willmar Park and Recreation Department. The term also includes, but is not limited to, elected and appointed officials, personnel, contractors, consultants, and vendors.

**Tobacco Product:** Any product containing, made, or derived from tobacco or other plant material that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to, cigarettes, cigars, and other smoking tobacco; snuff and other chewing tobaccos; and any other kinds and forms of tobacco or plant material. Tobacco Products also include Electronic Delivery Devices.

**Tobacco Product Use:** The act of chewing, absorbing, dissolving or ingesting any tobacco product or any other plant product in any form.

**Tobacco Product Waste:** Any material that is left over and regularly intended to be discarded after the use or consumption of a tobacco product. Tobacco product waste includes, but is not limited to, discarded cigarette butt filters, cigar or cigarillo tips, cigarette packs, cigar or cigarillo wrappers, electronic smoking devices of all types, electronic smoking device cartridges or refill containers, plastic packaging, foil, or other disposable tobacco or plant product remnants or tobacco product packaging in any form.

**Visitor:** Any person who is not a City of Willmar Staff.

## POLICY

1. Smoking and Tobacco Product Use (which includes Electronic Delivery Devices) is prohibited at All Times on all Park Property.
2. Smoking and Tobacco Product Use is prohibited on sidewalks, streets, parking garages, and any other City-owned or -controlled property that are within 25 feet of the property line bordering Park Property.

3. No person shall dispose of Tobacco Product Waste in any area in which Smoking and Tobacco Product Use is prohibited.
4. It is not a violation of this policy to use Tobacco Products in or on Park Property as part of a Native American spiritual or cultural ceremony.

#### APPLICABILITY

1. This policy applies to all Visitors and Staff on Park Property.
2. Organizers and attendees at public or private events on City Park Property are required to abide by this policy. Event organizers are also responsible for communicating and enforcing this policy.

#### ENFORCEMENT

1. The success of this Tobacco-Free Park System Policy depends on the consideration and cooperation of all. Enforcement of this policy is a shared responsibility of City Staff and park Visitors.
2. City Staff will communicate the policy to event organizers. City Staff will also make periodic observations of Park Property to monitor for compliance.
3. Any individual found violating this policy will be reminded and asked to comply. If the individual does not comply after being asked, the individual is subject to ejection from the Park Property. City Staff found violating this policy may be subject to disciplinary action.
4. While the emphasis of this policy is on voluntary compliance rather than formal enforcement, nothing in this policy shall prohibit the City from establishing penalties for violation of this policy in the future.

IMPLEMENTATION

This Commercial Tobacco-Free Park Policy will become effective upon the approval of the City Council and will be implemented through the following practices:

1. Appropriate signage shall be established on City-owned park land, including recreational facilities and open space to inform the community and park property users about the policy.
  
2. The City of Willmar staff and the Willmar Park and Recreation staff will work with activity organizations and/or teachers, coaches and community members to educate and inform them regarding this policy.

Updated and Adopted by the Willmar City Council \_\_\_\_\_

Updated and Adopted by the Willmar City Council \_\_\_\_\_



# YOUNG LUNGS AT PLAY!



**TOBACCO-FREE  
& SMOKE-FREE  
ZONE INCLUDING  
ELECTRONIC  
CIGARETTES**





### Committee Action Request

<b>Committee Meeting Date:</b>	November 18, 2020	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	Action Item	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Sean E. Christensen, P.E. Public Works Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Brian Gramentz, City Administrator
<b>No. of Attachments</b>	2	<b>Presented By:</b>	Sean E. Christensen, P.E. Public Works Director
<b>Item:</b>	City Engineering Department recommending adopting the resolution approving the Cooperative Construction Agreement with MnDOT for the ADA Improvements project on TH No. 12 and Civic Center Drive.		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution approving the Cooperative Construction Agreement with MnDOT for the ADA Improvements project on TH No. 12 and Civic Center Drive.

**OVERVIEW:**

The State has construction scheduled for ADA improvements on TH No. 12 from 225 feet west of Ferring Street to Lakeland Drive, as well as Civic Center Drive NE from 260 feet west of 23<sup>rd</sup> Street to 115 east of TH No. 71 northbound entrance/exit ramps. They are requesting the City’s participation in the annual future maintenance of the sidewalks and pedestrian ramps for both areas. See Agreement Recital No. 1 and Section 3.1.

**BUDGETARY/FISCAL ISSUES:**

No construction costs are being requested by the City. This is a maintenance agreement.

**ATTACHMENTS:**

- Resolution
- Cooperative Construction Agreement

Resolution No. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE COOPERATIVE AGREEMENTS WITH THE STATE OF MINNESOTA FOR THE ADA IMPROVEMENTS PROJECT ON TH NO 12 AND CIVIC CENTER DRIVE.**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

IT IS RESOLVED that the City of Willmar enter into MnDOT Agreement No. 1044953 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to multiple trunk highways, including Trunk Highway No. 12 from 225 west of Ferring Street to Lakeland Drive and upon, along, and adjacent to Civic Center Drive Northeast from 260 feet west of 23<sup>rd</sup> Street Northeast to 115 feet east of the Trunk Highway No. 71 northbound entrance/exit ramps within the corporate City limits under State Project No. 8828-222 (T.H. 12=010).

IT IS FURTHER RESOLVED that the Mayor and City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Dated this 7th day of December, 2020

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF WILLMAR  
COOPERATIVE CONSTRUCTION AND MAINTENANCE  
AGREEMENT**

**State Project Number (S.P.):** 8828-222  
**Trunk Highway Number (T.H.):** 12=010  
**Trunk Highway Number (T.H.):** 71=004  
**Federal Project Number:** STPF 8821(115)

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

**Recitals**

1. The State will perform ADA improvement construction and other associated construction upon, along, and adjacent to multiple trunk highways, including Trunk Highway No. 12 from 225 feet west of Ferring Street to Lakeland Drive and Civic Center Drive Northeast from 260 feet west of 23rd Street Northeast to 115 feet east of the Trunk Highway No. 71 northbound entrance/exit ramps in the City of Willmar according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 8828-222 (T.H. 12=010) ("Project"); and
2. The State requests the City participate in the maintenance of the sidewalk construction and the City will participate in the maintenance of said construction; and
3. Agreement No. 1044952 between the State and the City of Canby and Agreement No. 1045190 between the State and the City of Litchfield will address curb stops and sidewalk maintenance; and
4. Agreement No. 1044972 between the State and the City of Clara City will address a pedestrian crosswalk flasher system and sidewalk maintenance; and
5. Agreement No. 1044976 between the State and the City of Tyler will address a pedestrian crosswalk flasher system, a bench, and sidewalk maintenance; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 6. Liability; Worker

Compensation Claims; 9. State Audits; 10. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

**1.4. Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 8828-222 (T.H. 12=010) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

## **2. Construction by the State**

**2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

**2.2. Direction, Supervision, and Inspection of Construction by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

**2.3. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

## **3. Maintenance by the City.**

Upon completion of the project, the City will provide the following without cost or expense to the State:

**3.1. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice, and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

The State will maintain crosswalk markings on the Trunk Highway at ramps which intersect with City roads.

**3.2. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

## **4. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**4.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

**4.2.** The City's Authorized Representative will be:

Name, Title: Brian Gramentz, City Administrator (or successor)  
 Address: 333 Southwest Sixth Street, Willmar, MN 56201  
 Telephone: (320) 235-4913  
 E-Mail: bgramentz@willmarmn.gov

**5. Assignment; Amendments; Waiver; Contract Complete**

- 5.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**6. Liability; Worker Compensation Claims**

- 6.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 6.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**7. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**8. Title VI/Non-discrimination Assurances.**

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

**9. State Audits**

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



## 10. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

## 11. Telecommunications Certification.

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

## 12. Governing Law; Jurisdiction; Venue

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

## 13. Termination; Suspension

**13.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

**13.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**13.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

## 14. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

**CITY OF WILLMAR**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: **DRAFT – DO NOT SIGN** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: **DRAFT – DO NOT SIGN** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: **DRAFT – DO NOT SIGN** \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: **DRAFT – DO NOT SIGN** \_\_\_\_\_  
(With Delegated Authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**CITY OF WILLMAR**

**RESOLUTION**

IT IS RESOLVED that the City of Willmar enter into MnDOT Agreement No. 1044953 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for routine maintenance by the City upon, along, and adjacent to multiple trunk highways, including Trunk Highway No. 12 from 225 feet west of Ferring Street to Lakeland Drive and upon, along, and adjacent to Civic Center Drive Northeast from 260 feet west of 23rd Street Northeast to 115 feet east of the Trunk Highway No. 71 northbound entrance/exit ramps within the corporate City limits under State Project No. 8828-222 (T.H. 12=010).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Willmar at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2020
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)





### Committee Action Request

<b>Committee Meeting Date:</b>	November 18, 2020	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	Action Item	<b>Originating Department:</b>	Engineering Department
<b>Resolution</b>	Yes	<b>Prepared by:</b>	Sean E. Christensen, P.E. Public Works Director
<b>Ordinance</b>	No	<b>Reviewed By:</b>	Brian Gramentz, City Administrator
<b>No. of Attachments</b>	1	<b>Presented By:</b>	Sean E. Christensen, P.E. Public Works Director
<b>Item:</b>	City Engineering Department- adopt resolution ordering Improvement Report for 2021 Street Improvements.		

**RECOMMENDED ACTION:**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_, to adopt the resolution ordering the Improvement Report for the 2021 Street Improvements.

**OVERVIEW:**

As required by State Statute, a report is required for the 2021 Street and Other Improvements. The report is to contain the boundaries of the area of improvements, the estimated cost, the total amount payable from special assessments and the total amount of bonds the City intends to issue. The report will indicate the financial burden the City will need to assume, in terms of the demand upon money in the general fund and the impact on the City’s borrowing capacity. The list of streets and other proposed projects for 2021 has been prepared. The City Council is required to order the preparation of the Improvement Report explaining the proposed improvements and estimated costs.

**BUDGETARY/FISCAL ISSUES:**

Sources of funding for the 2021 Improvement Projects includes monies from the Willmar Municipal Utilities, assessments, state aid funds, and bond proceeds.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ORDERING PREPARATION OF  
REPORT ON IMPROVEMENTS**

Motion By: \_\_\_\_\_ Second By: \_\_\_\_\_

WHEREAS, it is proposed to construct the following improvements under the 2021 Improvement Projects:  
Grading, aggregate base, curb and gutter, edge drain, sump pump connections, milling, bituminous pavement,  
sidewalk, service lines, sanitary sewer, paths, and watermain

And to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota  
Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF WILLMAR, MINNESOTA:

That the proposed improvement be referred to the City Engineer for study, and that he is instructed to report  
to the Council advising the Council in a preliminary way as to whether the proposed improvement is feasible,  
and as to whether it should be best be made as proposed or in connection with some other improvement, and  
the estimated cost of the improvement as recommended.

Dated this 7th day of December, 2020

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk