

**KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION (EDC)  
JOINT OPERATIONS BOARD OF DIRECTORS (OB) ANNUAL MEETING  
MINUTES  
January 14, 2021  
Via ZOOM Video Conference**

**Present:** Art Benson, Rollie Boll, Donna Boonstra, Jesse Gislason, Les Heitke, Kerry Johnson and Kelly TerWisscha

**Ex Officio:** Julie Asmus

**Guest:** Cheryl Glaeser, Achieve TFC

**Staff:** Aaron Backman, Executive Director and Connie Schmoll, Business Development Manager

**Media:** Shelby Lindrud, West Central Tribune

**Secretarial:** Nancy Birkeland, Legal & Administrative Assistants, Inc. (LAA)

President Kelly TerWisscha called the meeting to order at approximately 11:00 a.m.

**AGENDA**—The December financial reports were removed from the Consent Agenda; added to the Consent Agenda under Approve was a new paragraph 3, remove Randy Zinda from the Finance Committee and add Allen Huselid to the Committee; added to the Agenda following Items Removed from Consent Agenda was a Joint Powers Board update and under New Business, were item 4, engage Westberg Eischens to prepare the 2020 tax forms, item 5, Highway 23 Coalition update and item 6, update on activities in Atwater and Spicer.

IT WAS MOVED BY Rollie Boll, SECONDED BY Donna Boonstra, to approve the revised Agenda and the following revised Consent Agenda.

**CONSENT AGENDA**

- Approve:**
1. Minutes of December 10, 2020 meeting
  2. Payment of \$4,223 to MCIT for insurance (property/liability/cyber/duty \$3,703 and workers compensation \$520)
  3. Remove Randy Zinda from the Finance Committee and add Allen Huselid
- Accept:** Committee/Subcommittee Minutes
1. Ag 11/19/2020
  2. Broadband and Advanced Technology 12/7/2020
  3. Business Retention and Expansion/Recruitment 12/4/2020

4. Finance 12/8/2020
5. Marketing and Public Relations 11/23/2020

MOTION CARRIED.

**Items Removed from Consent Agenda.** Backman highlighted the December 31, 2020 Balance Sheet noting the Total Liabilities & Equity was \$1,114,888.18 compared to 2019, which was \$1,043,365.71, an increase of approximately six percent. Backman indicated the main difference was the addition of the COVID-19 Business Assistance Loan (COBAL) receivables. The COBAL program utilization reached 93% of goal. Total expenses in 2020 were \$4,038,185.65 versus the budgeted amount of \$660,927 primarily due to the CARES Pandemic Relief (CPR) Grant Program.

IT WAS MOVED BY Les Heitke, SECONDED BY Kerry Johnson, to approve the financial reports as of December 31, 2020, subject to audit. MOTION CARRIED.

**Joint Powers Board Update.** Backman reported the members on the Joint Powers Board for 2021 are Julie Asmus, Vicki Davis and Mayor Marv Calvin on behalf of the City of Willmar and Corky Berg, Steve Gardner and Rollie Nissen on behalf of Kandiyohi County. Backman noted four out of the six are new to the board. Backman informed the board he received a recommendation from the City of Willmar to reappoint Kelly TerWisscha to the Joint Operations Board. Kerry Johnson stated she applied to be on the Willmar Municipal Utilities Commission (MUC), but her appointment is uncertain as another individual is also interested in being appointed to the MUC. If she is not appointed to the MUC, Johnson stated she would be interested in being reappointed to this board. Backman stated the City of Willmar received an application from Caroline Chan, Chief Development Officer of Bethesda, who is interested in serving on this board.

#### **UNFINISHED BUSINESS**

**Update on COVID-19 Response.** Backman reported the EDC has been engaged in business support over the last ten months giving nearly \$3.5 million through the CPR Grant Program and more than \$137,000 distributed through COBAL and other programs. The CPR Grant Program ended the beginning of November and staff has been receiving and reviewing the final expense reports. Schmoll informed the board of thank you notes received by the EDC from businesses that were grateful for the funds they received. Backman announced that Donner's Crossroads Café in Clara City closed, but the truck stop remains open. The grant funds have been a lifeline to area restaurants.

**Purchase of Ridgewater College Surplus Property.** Backman referred the board to a proposed Purchase Agreement received from Ridgewater College (see attached). It is anticipated the purchase will close in early February. Backman has been in contact with several developers; his goal is to have a project under construction at this site within six months. Possible projects that have been discussed include mixed use, multi-family housing and commercial.

IT WAS MOVED BY Les Heitke, SECONDED BY Rollie Boll, to recommend to the Kandiyohi County and City of Willmar Economic Development Commission Joint Powers Board that it approve the Purchase Agreement and use unrestricted funds to purchase the property. MOTION CARRIED.

**Rising Tide Capital Program.** Schmoll reported Southwest Initiative Foundation (SWIF) is excited about the new Rising Tide Capital Program and secured Salaam Hirsi and Lourdez Schwab as trainers. Sarah Kuglin of Redwood Valley Technical Solutions is creating the website for the program and REDstar is creating the website content and marketing materials. SWIF requested the EDC develop an Administrative Budget for the program, which the board reviewed (see attached). Schmoll noted SWIF will pay the program expenses for the first year. The board provided feedback on potential names, logos and colors being considered for the program (see attached).

IT WAS MOVED BY Art Benson, SECONDED BY Donna Boonstra, to approve the Administrative Budget for the Rising Tide Capital Program in the amount of \$28,503.00. MOTION CARRIED.

Backman recommended the 2021 budget be revised to add this new program.

IT WAS MOVED BY Les Heitke, SECONDED BY Kerry Johnson, to revise the 2021 budget to add under grants the Administrative Budget for the Rising Tide Capital Program in the amount of \$28,503.00 and to also include receipt of \$749,194.00 from Kandiyohi County to create the Minnesota Pandemic Relief Grant Program and to add the appropriate expense lines for the grant program. MOTION CARRIED.

[Jesse Gislason joined the meeting.]

## **NEW BUSINESS**

**Minnesota Pandemic Relief Grant Program.** Schmoll reported information on this new grant program is in today's *West Central Tribune*. The funds are limited and are considered under three tiers. This week, the Finance Committee recommended five grants for approval by the Kandiyohi County Board of Commissioners. The Finance Committee agreed to meet weekly each Wednesday during the tenure of this program. Backman stated Kandiyohi County received \$852,000 from the state County Relief Funding Program and wired \$749,194 to the EDC for the MPR Grant Program. The EDC requested the county reserve \$10,000 for administrative expenses and the remaining funds for unexpected expenses. Backman stated Cheryl Glaeser of Achieve TFC has been asked to assist with the MPR Grant Program and presented her Proposal and Agreement for Services (see attached). Glaeser noted she estimated her expenses on the high end, but anticipates the total hours may be less than quoted.

IT WAS MOVED BY Kerry Johnson, SECONDED BY Jesse Gislason, to approve the Proposal by Achieve TFC at an estimated cost of \$8,400 to be paid from the funds received from Kandiyohi County for the Minnesota Pandemic Relief Grant Program and to approve the Executive Director signing of the Agreement for Services. MOTION CARRIED.

Schmoll noted the EDC has received many calls from businesses about this new program.

**Strategic Planning Session.** The board discussed whether or not to hold a strategic planning session this year and whether it should have a one-year or three-year focus. A proposal was received from Glaeser at an estimated cost of \$1,800. Glaeser stated her cost is less than before as she is now aware of how the EDC works. She noted some customers are looking at a 12 or 18 month focus for this year. Backman suggested a session be held in April. President TerWisscha asked that the planning session be in-person. Members also discussed being remote. Glaeser noted that if it is held via ZOOM, she has held several group sessions in that fashion and would be able to facilitate it via ZOOM.

[Glaeser was excused from the meeting.]

IT WAS MOVED BY Donna Boonstra, SECONDED BY Art Benson, to engage Achieve TFC to facilitate a planning session for the Kandiyohi County and City of Willmar Economic Development Commission in 2021. MOTION CARRIED.

EDC staff will look for a possible location to hold the planning session to allow for social distancing.

**Staff Transition Task Force.** Backman reported the Staff Transition Task Force consisting of Julie Asmus, Jesse Gislason, Les Heitke and President TerWisscha has met twice to review the job description and develop an ad. Backman stated the position will be posted with economic development associations in the state. Backman stated his preference would be to hire someone who has some experience in economic development and he would like some overlap between Schmoll leaving and the new hire starting to allow for some training.

IT WAS MOVED BY Les Heitke, SECONDED BY Rollie Boll, to recommend to the Kandiyohi County and City of Willmar Economic Development Commission Joint Powers Board that it approve the job description, salary range and proposed ad. MOTION CARRIED.

**Engage Westberg Eischens to Prepare the 2020 Tax Forms.** Backman stated that because of the number of grants given in 2020, it is the recommendation of staff that Westberg Eischens be engaged to complete the 2020 tax forms. An estimate was received from Westberg Eischens to complete the 1099s for the grant program at an approximate amount of \$2,300 and the normal tax forms at an approximate amount of \$250.

IT WAS MOVED BY Art Benson, SECONDED BY Donna Boonstra, to approve engaging Westberg Eischens to prepare the 1099s for the COVID-19 Pandemic Relief Grant

Program at an approximate cost of \$2,300 to be paid from remaining grant funds and to prepare all other tax forms for the Kandiyohi County and City of Willmar Economic Development Commission at an estimated cost of \$250. MOTION CARRIED.

**Highway 23 Update.** Donna Boonstra reported the Highway 23 projects are on schedule and the Minnesota Department of Transportation will be purchasing the land for the projects. The Highway 23 Coalition is working on billboard signage to put along the Highway 23 corridor.

**Economic Development Activity in Atwater and Spicer.** Schmoll reported the EDC is not currently working on projects with Atwater or Spicer; however, both communities have very active Economic Development Authorities that are in regular contact with the EDC. The EDC has worked with many Atwater and Spicer businesses over the past year as they applied for and received grants. Leslie Valiant, Economic Development Director for Spicer, is working on a housing project and has received assistance from the EDC. Heitke recommended the EDC stay in contact with the outlying communities in the county.

## **ANNUAL MEETING**

### **Regular Board Meeting Date, Time and Location.**

IT WAS MOVED BY Donna Boonstra, SECONDED BY Les Heitke, to keep the Joint Operations Board meetings on the second Thursday of each month at 11:00 a.m. at the EDC office. MOTION CARRIED.

**Election of 2021 Officers.** Election of officers was tabled until February when more is known about who the Joint Powers Board will appoint to this board.

### **Assignment of Board Members to Standing Committees.**

IT WAS MOVED BY Les Heitke, SECONDED BY Rollie Boll, to approve the following committee assignments:

Agriculture & Renewable Energy Development—Rollie Boll  
Broadband and Advanced Technology—Donna Boonstra  
Business Retention & Expansion/Recruitment—Les Heitke and Kelly TerWisscha  
Finance—Kerry Johnson  
Marketing and Public Relations—Donna Boonstra and Jesse Gislason  
Leisure Travel (CVB)—Art Benson

MOTION CARRIED.

### **Appointment of Two Board Members to Audit Committee.**

IT WAS MOVED BY Kerry Johnson, SECONDED BY Donna Boonstra, to re-appoint Rollie Boll and Jesse Gislason to serve on the 2021 Audit Committee. MOTION CARRIED.

## PROGRESS REPORTS

**Willmar/Willmar Industrial Park.** Backman reported on a meeting held relative to Epitopix and the water main/sanitary sewer project. EDC staff and Willmar City staff have been working with five developers interested in doing housing projects in Willmar; four are interested in doing multi-family projects and one in a single-family project.

## COMMITTEE REPORTS

**Agriculture and Renewable Energy Development.** Schmoll reported the committee is hosting a bio-fuels workshop on January 27<sup>th</sup> that will be presented by Jamey Cline of Christianson PLLP. Mike Pearson, co-host of “This Week in Agribusiness,” has been engaged as the main speaker for the Partners In Ag Innovation Conference that will be held July 29<sup>th</sup>. Pearson’s presentation will be on “What’s Driving Agriculture in the Year Ahead.” A VIP dinner will be held the evening before the conference. Next Thursday, the committee will hear a presentation by Andrew Gomer, Business Development Manger of Nova-Tech Engineering.

**Broadband and Advanced Technology.** Schmoll reported the Broadband Committee has been busy and has a number of workshops coming up. The committee is considering including a fourth township in the state broadband project for next year, which would increase the total cost to approximately \$8 million. A maximum state grant is \$5 million. The committee will be narrowing the project area using the feasibility study recently updated by the county. Four subcommittees were created at the last meeting to work on areas of the state grant.

**Business Retention and Expansion/Recruitment (BRE).** Backman reported the BRE Committee received an update on the CLUES program, which received a CPR Grant and used the funds to purchase laptops for its students. The committee also received an update on the CDL training and heard a presentation by Dion Warne on the proposed use of the former JC Penney location at Uptown Willmar for a new Willmar City Hall and Community Center. Julie Asmus reported the city is waiting for cost estimates from TerWisscha Construction. Last Monday, the City Council voted to table the City Hall Task Force until financing can be determined. Heitke stated the BRE/R Committee was willing to endorse the project, but held back as it wasn’t clear where the City Council stands. Asmus encouraged BRE Committee members to speak to City Council members about the project.

**Finance.** Backman reported the Finance Committee met on Tuesday of this week and recommends approval of a loan to Auto Barn, which will be located in the former BP station on East Highway 12.

IT WAS MOVED BY Rollie Boll, SECONDED BY Les Heitke, to approve the recommendation of the Finance Committee to issue a seven-year \$24,000 loan to Auto Barn Incorporated from the Kandiyohi County and City of Willmar Economic Development Commission’s Revolving Loan Fund Program at 5% interest and a first security position on equipment and inventory and holding the title to a Suzuki motorcycle for two years. MOTION CARRIED.

Backman reported the committee approved the three-month deferral of the Willmar Child Care Center loan payments. Schmoll reported the Willmar Child Care Center obtained all of its licenses and held an open house. Once enough students are registered, teachers will begin. The committee also approved a grant to Adna Transportation from the Immigrant Business Disaster Relief Grant Program.

**Marketing and Public Relations.** The committee did not meet in January.

**Leisure Travel.** Art Benson reported the hospitality business was hit hard in 2020 due to the pandemic. The committee will meet next month. The Convention & Visitors Bureau sent a letter about the closure of eating establishments.


**What's Up?** Board members provided updates. Gislason reported Alley on Ash re-opened for business. TerWisscha reported his construction business's primary lead source is conventions and have tried doing virtual conferences during the pandemic, Project Turnabout's construction is moving along, Apple Tree Square is getting a facelift and they are working on Supreme Lending on First Street. Boll stated the pandemic has also affected the agriculture field. Asmus stated Willmar city staff have been creative during the pandemic in reaching out to the citizens.

**NEXT MEETING**—The next regular board meeting is **11:00 a.m., Thursday, February 11, 2021** via ZOOM video conference.


**ADJOURNMENT**—There being no other business,

IT WAS MOVED BY Jesse Gislason, SECONDED BY Rollie Boll, to adjourn the meeting.

The meeting was adjourned at approximately 12:51 p.m.

  
\_\_\_\_\_  
Art Benson, Secretary

APPROVED: 2/11/2021:

  
\_\_\_\_\_  
Kelly TerWisscha, President

## PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of the Effective Date between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Ridgewater College, whose address is 2101 – 15<sup>th</sup> Avenue NW, Willmar, MN 56201 (“Minnesota State” or “Seller”), and Kandiyohi County and City of Willmar Economic Development Commission, a [ENTITY TYPE], whose address is 222 – 20<sup>th</sup> Street SE, PO Box 1783, Willmar, MN 56201 (“EDC” or “Buyer”).

**WHEREAS**, Minn. Stat. § 136F.60 authorizes Minnesota State to sell surplus state-owned land and improvements; and

**WHEREAS**, the EDC desires to purchase land from Minnesota State for commercial development; and

**WHEREAS**, Minnesota State desires to sell said land to the City for such purpose; and

**WHEREAS**, the Vice Chancellor, as authorized by the Board, has declared said land surplus and authorized sale of the land to the City at its appraised value.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real property (“Property”) located in the City of Willmar, County of Kandiyohi, State of Minnesota, legally depicted and described in Exhibit A, which is attached hereto and incorporated herein by this reference.
2. Purchase Price and Manner of Payment, and Expenses.
  - 2.1 The total purchase price to be paid by Buyer to Seller shall be Sixty Thousand and no/100 Dollars (\$60,000.00) (“Purchase Price”). Buyer shall pay the Purchase Price by cashier’s check or wire transfer at Closing.
  - 2.2 Buyer shall pay Seller at closing Two Thousand Fifty and no/100 Dollars (\$2,050.00) for the costs Seller incurred in appraising and surveying the Property.
3. Contingency. The obligations of Buyer under this Agreement are contingent upon each of the following (the “Contingencies”):
  - 3.1 Title. On or before [DATE], title to the Property shall have been found acceptable to Buyer in its sole discretion. Buyer may obtain, at its expense, a commitment for title insurance and/or a survey of the Property.
  - 3.2 Inspection. On or before [DATE], Buyer shall have the right to undertake inspections, tests, and investigations of the Property. Seller shall provide Buyer with access to the Property without charge and at all reasonable times during the for purposes of inspection, testing and approval of the Property, and completion of



environmental, engineering, and such additional investigation and testing as is deemed desirable by Buyer. Buyer shall repair and restore any damage to the Property caused by said testing, return the Property to the same condition as existed prior to the testing, and indemnify Seller for any loss or damage caused by Buyer's inspections and testing on the Property.

If any contingency has not been satisfied within the time frame set forth for that contingency herein, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller given at any time on or before such applicable contingency date. Upon such termination neither party will have any further rights or obligations regarding this Agreement or the Property. All the contingencies set forth in this Agreement are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any contingency by written notice to Seller. In the event a contingency has not been satisfied, and Buyer fails to terminate the Agreement or waive said contingency in writing within ten (10) days of its expiration, Seller may terminate the Agreement by written notice to Seller.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur on [DATE] at [TIME] local time at [LOCATION] or at such other place or time as may be agreed to by the parties. Seller agrees to deliver possession of the Property to Buyer at the time of Closing.

5. Closing Documents. At the Closing, Seller shall deliver to Buyer a properly executed Quit-Claim Deed in a form approved by the Office of the Attorney General in its sole discretion,

6. Title. The Seller will not furnish an abstract. Seller provides no warranties regarding title to the Property. The Seller assumes no obligation to perform any acts or to pay for any expenses incurred in connection with possible title deficiencies except to deliver a properly executed Quit-Claim Deed, independent of whether or not the Property is subject to any easements, of record or not. The Property is subject to reservation and exception of all minerals and mineral rights for the Seller's own use.

7. Closing Costs. The Buyer will be responsible for paying all closing costs included but not limited to title evidence, title insurance, title opinion, recording costs, deed tax and Buyer's attorney fees, if any.

8. Real Estate Taxes and Special Assessments. Real estate taxes payable in the year will be prorated between Seller and Buyer based on the Closing Date. Buyer will pay real estate taxes payable in the year. Buyer will be responsible for payment of all special assessments levied, pending or constituting a lien against the Property.

9. Representations and Warranties by Seller. The Property is sold AS-IS. Except as provided below, Seller makes no representations or warranties regarding the condition of the property, its use, or the marketability of its title. Buyer shall be satisfied solely on the basis of its own investigation.

10. Control Of Property, Condemnation, and Casualty Loss.

10.1 Seller's Risk of Loss. Until Closing, Seller shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the

Property, and to any and all persons, whether employees or otherwise, and all property from and connected to the Property; except that Buyer shall be responsible for damages or injury caused by Buyer or Buyer's representatives during Buyer's inspection and testing of the Property.

- 10.2 Damage or Destruction. If, prior to Closing, the Property (or any significant part thereof) is destroyed or damaged, Seller shall notify Buyer of such destruction or damage, and Buyer shall then have the option to terminate this Agreement or to proceed with the Closing.
11. Wells. Seller does not know of any wells on the Property.
12. State Audits. Pursuant to Minn. Stat. § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Buyer relevant to this Agreement shall be subject to examination by the Seller and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
13. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
14. Entire Agreement; Modification. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the sale of the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.
15. Binding Effect. This Agreement binds and benefits the parties and their successors in interest.
16. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
17. Waiver. Neither the failure by any party hereto, in anyone or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, or to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of any party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.
18. Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.
20. Notices. All notices or communications between Buyer and Seller shall be deemed

sufficiently given or rendered if in writing and delivered to either party personally; or if mailed by United States registered or certified mail to the addresses set forth below, or such future addresses as may be subsequently supplied by the parties hereto to each other, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

**SELLER:**

Ridgewater College  
2101 – 15<sup>th</sup> Avenue NW  
Willmar, MN 56201  
ATTN: Dan Holtz, VP Finance and Operations

With a copy to:

Minnesota State  
30 East 7th Street, Suite 350  
St. Paul, MN 55101  
ATTN: Real Estate Manager

**BUYER:**

Kandiyohi County and City of Willmar Economic Development Commission  
222 – 20<sup>th</sup> Street SE  
PO Box 1783  
Willmar, MN 56001  
ATTN: Aaron Backman, Executive Director

23. Remedies. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within 15 days of the date of such notice, this Agreement will terminate, and upon such termination Seller shall retain the Bid Security as liquidated damages. The termination of this Agreement and retention of the Bid Security shall be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults under this Agreement, Buyer shall have the right to seek specific performance of the Agreement. Buyer shall have no right to seek damages from Seller for Seller's default hereunder.

24. Effective Date. This Agreement shall be effective upon the date that the final required signature is obtained ("Effective Date").

**THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have set their hands on the date(s) indicated below intending to be bound thereby.

**SELLER:**

State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Ridgewater College

By: \_\_\_\_\_

Name: William D. Maki

Title: Vice Chancellor - CFO

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

**BUYER:**

Kandiyohi County and City of Willmar Economic Development Commission, a [ENTITY TYPE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

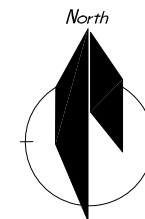
Date: \_\_\_\_\_

## **EXHIBIT A**

*(To be inserted prior to execution)*

As found on a portion of Document No. 403468.

*This is a survey of:*  
*part of:*  
**W<sup>1</sup>/<sub>2</sub> of the NE<sup>1</sup>/<sub>4</sub> of the NW<sup>1</sup>/<sub>4</sub>**  
*Located in:*  
**Section 9, T119N-R35W, Kandiyohi County, Minnesota**



This drawing prepared by:

***Bonnema Runke Stern Inc.***

Professional Land Surveyors

4566 Hwy 71 NE - Suite 1

Willmar, MN 56201

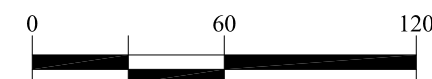
Office (320) 231-2844 Fax (320) 231-2827

Requested by: **Minnesota State Colleges  
and Universities System**

C/O Daniel Holz

2101 15th Ave NW

Willmar, MN 56201



Scale in feet

## LEGEND

- Found Iron Monument from former survey
- Bonnama Runke Stern Placed Capped Iron Monument
- — — — — Approximate Right of Way Line

**All Documents referred to on this survey can be found in the office of the County Recorder**

**Bonnema Runke Stern Inc. is not giving a title opinion or abstract of this parcel. We suggest that you contact your attorney or a title Insurance company for that purpose.**

**Easements or neighboring deed conflicts may exist which affect this parcel and are not shown on this survey.**

The distances shown from improvements to the property lines are shown for references purposes only and are NOT intended for determining the property line location. Property corner monuments shall always be used when establishing the property line.

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA. THE FIELD WORK WAS COMPLETED ON DECEMBER 14, 2020.

Joshua M. Stern

Date **December 18, 2020** License No. 46169

Survey Requested By: **Daniel Holz**  
© BONNEMA RUNKE STERN INC. 2020

9-119-35

# RISING TIDE VISION

Inclusive communities of resilient entrepreneurs catalyzing a thriving and sustainable economy for all.

[Watch our founding story](#)



## RISING TIDE APPROACH

Rising Tide Capital provides business development services designed to transform lives by helping individuals start and grow successful businesses; build communities through collaborations with other non-profits, higher education institutions, corporations, and public agencies; and create a scalable program model with measurable impact which can be replicated in communities of need across the U.S.



THE PROBLEM

Working Poverty, Underemployment and unemployment in underserved, urban neighborhoods



## THE OPPORTUNITY

Entrepreneurship, Increased income and job creation



## OUR INPUT

Knowledge Capital  
Business management  
education  
Social Capital  
Networking, mentorship and  
sales opportunities  
Financial Capital  
Access to lenders and loan  
preparation



## OUR IMPACT

Individual  
Increased income from  
business  
Family  
Self-sufficiency, economic  
mobility, and assets building  
Community  
Job creation and local economy  
stimulation  
Legacy  
Generational wealth



## RISING TIDE HISTORY

On May 26, 2004 the incorporation papers were signed and the Rising Tide Capital journey began! Almost 10 years later, as a CNN hero that has been recognized by President Obama for social innovation, we've celebrated the 1,000th graduate of our Community Business Academy, and launched new and innovative programs to better serve the needs of our entrepreneurs. With a regional expansion into four cities and counting, and the first of many national replication initiatives of the RTC model in Chicago, we've remained dedicated to our vision and will continue to innovate in service to our [mission](#).

## FIRST STEPS

- Incorporation papers signed on May 26, 2004. The RTC journey begins!
- RTC opens its first office on Martin Luther King Drive in Jersey City.
- Earliest client meetings are held at cafes and kitchen tables; word begins to spread.
- To meet the increasing demand, RTC launches The Community Business Academy in September 2006 and graduates its first 15 entrepreneurs.

## RISING TIDE VALUES

### PEOPLE VALUES

How we guide our relationships with our clients, team members, funders, board members, and partners.

- Honest Communication
- Joyful Productivity
- Mindful Teamwork
- Entrepreneurial Innovation
- Personal Growth & Development
- Commitment to Social Change
- Respect

### PERFORMANCE VALUES

What we demand of ourselves, individually and as a social enterprise.

- Professional Excellence
- Grassroots Methodology
- Quantitative Outcomes
- Programs which are:
  - Efficient
  - Effective
  - Sustainable
  - Scalable
  - Replicable

# THE COMMUNITY BUSINESS ACADEMY

This 12-week course offers hands-on training in business planning and management:

- Teaches business fundamentals like budgeting, marketing, bookkeeping and financing
- Classes are taught in both English and Spanish on weeknights and Saturday mornings
- Consecutive 3-hour sessions that meet once per week
- Offered twice per year, with 14 concurrent classes in February and September
- Classes are currently held in Jersey City, the City of Orange Township, Union City, Elizabeth, and Newark.

## FREQUENTLY ASKED QUESTIONS

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- HOW DO I KNOW THAT THE CBA IS RIGHT FOR ME?

- Do you have a passion to start your own business?
- Do you have a strong business idea, and experience in your chosen industry?
- Do you own a business, but think you could be more successful if you learned how to better manage it?

If you answered YES to any of these questions then The CBA will help you jumpstart your vision of business ownership.

- WHAT'S THE COST
- WHAT IS CLASS LIKE?
- WHAT WILL I LEARN?
- WHO ARE THE INSTRUCTORS?
- WHAT DO GRADUATES RECEIVE?
- WHAT ARE THE NEXT STEPS?

## **Rising Tide Capital Training Series**

### **Trainer Contract**

Train the trainer meetings: 7 sessions, 5 at 2.5 hours and 2 at 3 hours, plus 1 hour prep for each class

Total: 26 hours

Outreach and marketing: 30 hours

Introductory meetings for potential participants: 2 meetings, 1.5 hours each plus 5 hours prep one time

Total: 8 hours

Academy participation: 12 classes, 3 hours each plus 1 hour prep time and .5 hours pre-meeting chat with participants for each class

Total: 54 hours

Graduation ceremony: 2 hours plus 4 hours prep

Total: 6 hours

Total hours for spring class: 124 hours x \$40= \$4,960

Budget for printing and supplies: \$250

**Contract Total: \$5,210**

## Rising Tide Entrepreneur Program Administrative Budget

Category	Details	Cost
Marketing		
	RedStar create messaging for flyers, Facebook and website: 8 hours X \$ 120 hour	\$960
	Sarah Kuglin, create website with registration ability: \$5,000 estimate	\$5,000
Advertising	Tribune Ad	\$500
	Radio ad	\$400
	Social media: create & post information Redstar and EDC admin	\$1,000
Translation		
	Translate flyers and procedues into Somalian: 2 pages @ \$150 each	\$300
Mileage		
Recruitment	8 miles(2 trips) per business: 30 businesses to secure 10 participants = 240 miles @ \$.575	\$138
Staff - Time Investment		
(Connie Schmoll)	Training and coordinating marketers, trainers and connecting with participants: 12 hours per week for 16 weeks	\$6,912
(Connie Schmoll)	Planning meetings and preparation tasks: 28 hours	\$1,008
(Connie Schmoll)	Post-training advocacy for 10 businesses @ 2 hours each- 20 hours	\$720
(Administrative Assistance)	Posting links and information on website and Facebook and bookkeeping: 24 hours total	\$960
Program Facilitator	Hours & Supplies for training and marketing	\$5,120
Printing	Flyers:50 (1 page color) and Application forms: 20 (10 page blk/wht ) x \$.20 per page	\$125
Copying	Training materials: 1200 pages x \$.20	\$240
	Total	\$23,383

# ELEVATE

The word "ELEVATE" is written in a white, sans-serif, uppercase font. The letter "V" is stylized with a black outline and a black triangle pointing upwards, while the other letters are solid white. The text is centered within a solid orange rectangular background.

ELEVATE

## **Mission**

To elevate business owners through education and mentorship.

## **Vision**

Thriving communities fueled by confident and equipped business owners.



**Mission**

To elevate business owners through education and mentorship.

**Vision**

Thriving communities fueled by confident and equipped business owners.



**Mission**

To equip businesses for success through education and mentorship.

**Vision**

Thriving communities fueled by confident and equipped business owners.

# EQUIP



## **Mission**

To equip businesses for success through education and mentorship.

## **Vision**

Thriving communities with confident and equipped business owners.





ELEVATE

**Mission**

To elevate business owners through education and mentorship.

**Vision**

Thriving communities fueled by confident and equipped business owners.



EQUIP

**Mission**

To equip businesses for success through education and mentorship.

**Vision**

Thriving communities fueled by confident and equipped business owners.



**Proposal to: Kandiyohi County & City of Willmar Economic Development Commission**

Minnesota Pandemic Relief (MPR) Grant Program

Submitted by Cheryl K. Glaeser, 12/20/20

### Background Summary – Understanding of Needs

The mission of the **Kandiyohi County and City of Willmar Economic Development Commission** is to be a catalyst for economic growth of the greater Kandiyohi County Area. The Commission has placed business retention and business assistance as a top priority in response to the COVID-19 pandemic, providing businesses with technical assistance to navigate the process of finding credit and providing programs such as the COBAL loan program and the CAREs Pandemic Relief grant program. To continue and expand assistance to businesses and nonprofits, the Commission seeks contracted support to implement a new business relief program through funds approved by MN Legislature on 12/14/20. The support requested by the EDC includes outreach activities, technical assistance, and assistance to ensure required documentation is received from grantees. Together with EDC staff, this contracted support will ensure timely economic assistance for businesses and nonprofits.

### About Achieve TFC/Cheryl K. Glaeser

**Achieve Consulting (TFC)** is an LLC formed in 2017 to support organizations and small businesses by providing solutions that move ideas to action, strengthen leaders and teams, and help groups achieve strong results. Since 2017, Achieve has helped over 20 organizations with strategic planning, community engagement, and other organizational consulting.

The Achieve Consulting approach includes:

- Building innovative and creative options to meet the specific needs of clients
- Helping organizations maximize each other's strengths
- Helping organizations communicate thoughts and ideas into action
- Identifying relevant patterns as we build strategies together
- Applying continuous improvement practices
- Helping organizations set goals and ACHIEVE results

**Cheryl K. Glaeser, Owner/President** is an enthusiastic and results-oriented professional. She leverages exceptional interpersonal and communication skills and her passion for innovation and problem-solving to create positive change and exciting new possibilities. Her facilitation and training skills span over 20 years of identifying, strengthening, and creating collaborative industry and community relationships that advance organizations and communities. Cheryl has owned and operated 3 businesses and managed complex collaboratives involving a broad array of stakeholders. She excels at facilitating small and large group interactions, developing planning processes, and managing/evaluating initiatives. Cheryl has strong business, economic, and workforce development acumen. Prior to owning Achieve TFC, LLC, Cheryl was a Senior Associate with a national firm providing consulting and planning services to organizations across the United States. She has extensive knowledge of local and regional economic development through her previous work as a Program Officer with the Southwest Initiative Foundation. Cheryl holds a Bachelor's Degree in Organizational Development and Group Dynamics through Metropolitan State University as well as certificates in Economic Development and Finance, Business Credit and Analysis, Business Marketing & Attraction, Executive and Organizational Leadership, Asset-Based Community Development, and Principles/Techniques of Fundraising.

## Goals and Outputs

The new Minnesota Pandemic Relief (MPR) Grant Program will require a short timeframe for implementation and business outreach. As such, Ms. Glaeser's past experience with the CARES Pandemic Relief grant program makes her a perfect candidate for continued assistance. Ms. Glaeser is uniquely positioned to help the EDC be able to respond and assist businesses in a timely manner.

Key work includes working alongside EDC staff and other key stakeholders to:

- Strategically develop and implement a marketing and outreach plan to ensure area businesses and nonprofits are aware of the new MPR grant program;
- Provide technical assistance for businesses/nonprofits related to the application process; and
- Implement outreach and technical assistance services to ensure required reporting documents are acquired from grantees.

## Timeframe

The specific dates and timeframe would be determined in partnership with Commission Staff and/or stakeholders, with an anticipated timeframe of January 1 through April 1 of 2021.

Personal note: I have thoroughly enjoyed supporting Kandiyohi County businesses and nonprofits as they received help through the CPR program. It would be an honor to continue this important work to support more businesses and nonprofits in these challenging times. My past experience and working knowledge of the EDC's grant programs as well as workforce, community, and economic development in rural communities uniquely positions me for this work.

Respectfully submitted by:

Cheryl K. Glaeser  
President/Owner of Achieve TFC, LLC  
820 Ash St NE  
Hutchinson, MN 55350  
320-583-7526  
[cheryl@achieveresultstogether.com](mailto:cheryl@achieveresultstogether.com)



*References available upon request.*

**Kandiyohi County and City of Willmar Economic Development Commission**  
**AGREEMENT FOR SERVICES for**  
**Minnesota Pandemic Relief (MPR) Grant Program**  
**January 2021 – April 2021**

This Agreement is made and entered into this 1st day of January, 2021 between Kandiyohi County and City of Willmar Economic Development Commission (hereafter EDC) and Achieve TFC, LLC (hereafter called Contractor). EDC and the Contractor agree to the following terms and conditions:

*A. Duties, Terms, and Services:* Subject to the terms and conditions of this Agreement, EDC hereby engages the Contractor to perform the services set forth herein for the EDC's Minnesota Pandemic Relief (MPR) Grant Program (hereafter "the Project"), and the Contractor hereby accepts such engagement.

Under this agreement, the Contractor will provide the services as described in the Scope of Work (Attached as Exhibit A) which outlines key work pertaining to the Project including but not limited to marketing, outreach to businesses and nonprofits, technical assistance, and reporting documentation with the Project. The Project scope of work may be modified through electronic and/or written agreement of EDC and the Contractor.

This Agreement shall commence on 1/2/2021 and be completed on or before 4/1/2021. Services will be provided as agreed upon and generally described in the Scope of Work (Included as Exhibit A).

*B. Written Reports and Materials:* The contract will require that all written documentation compiled within the scope of work be provided on or before April 1, 2021. All documents prepared by the Contractor in connection with services rendered under this Agreement, are and shall remain the exclusive property of EDC.

*C. Compensation :* EDC agrees to pay the Contractor a fee of up to \$7,800 (approximately 120 hours) at a rate of \$65/hour for each hour completed toward the Project. In addition, the Contractor may request reimbursement of up to \$500 for travel/mileage and \$100 for supplies and materials. The total compensation shall not exceed \$8,400 unless all parties agree to additional compensation in writing within the timeframe of this contract. The EDC or Contractor may request additional compensation should the scope of work be expanded and associated costs be agreed upon by all parties.

The Contractor shall submit an invoice every two weeks beginning on January 15, 2021. A final invoice covering remaining costs shall be submitted by Contractor within 15 days of the contract end date of April 1, 2021. Compensation shall be payable by EDC within 15 days of receipt of the Contractor's invoices. The Contractor shall bill and EDC shall reimburse the Contractor for all reasonable expenses that are incurred in connection with the performance of duties. All expenses must be submitted with receipts for specific itemized expenses.

*E. Use of Personal Automobile:* The Contractor will be reimbursed for mileage at the rate established by the Internal Revenue Service (currently .575 cents/mile) when using his/her own automobile for travel on authorized activity related to contract completion. Transportation expenses between Contractor's home and the EDC shall be considered personal commuting expenses and not reimbursable under this agreement. Transportation expense to businesses/nonprofits from the EDC office shall be reimbursed. The maximum reimbursement for mileage must fall within the compensation limit noted in Item D. The Contractor shall carry, at their own expense, the minimum insurance coverage for property damage and public liability relating to the operation of his/her personal vehicle.

F. Liability and Indemnification: The Contractor represents that the services to be provided under this Agreement are reasonable in scope that she has the experience and ability to provide the services. The Contractor agrees to indemnify and hold harmless EDC against all claims, suits, or judgments made or recovered by any and all persons which are the result of acts or omissions of Contractor, Contractor's agents, or employees during performance of services under this Agreement.

G. Confidentiality: The Contractor acknowledges that during the engagement he/she may have access to and become acquainted with information about the Project and EDC. The Contractor agrees that he/she will not disclose any information, directly or indirectly, about the Project or EDC, either during the term of this Agreement or at any other time thereafter, except as required in the course of this engagement or with the approval of EDC. All files, records, documents, letters, notes, and similar items relating to the Project, whether prepared by the Contractor or otherwise coming into his/her possession, shall remain the exclusive property of EDC.

H. Termination: Either party may terminate the Project by giving thirty (30) days prior written notice to the other. In the event of any such termination, the Contractor shall be compensated for professional fees and expenses incurred with respect to services performed through the effective date of termination but will not be entitled to any additional compensation. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with written policies or reasonable directive of EDC, is guilty of serious misconduct in connection with performance, or materially breaches provisions of this Agreement, EDC at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

I. Independent Contractor: This Agreement shall not render the Contractor an employee of EDC. The Contractor is and will remain an independent Contractor in his/her relationship to EDC. EDC shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against EDC hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

J. EDC Non-discrimination Policy: The Contractor shall adhere to EDC non-discrimination policy. The policy states EDC does not discriminate on the basis of race, color, sex, national origin, sexual orientation, disability, age, or religion in its employment, or the provision of programs and services.

By: Aaron A. Backman

Aaron Backman, Executive Director  
Kandiyohi County & City of Willmar EDC  
PO Box 1783  
Willmar, MN 56201

Date: 1/14/21

By: Cheryl K. Glaeser

Cheryl K. Glaeser, Owner/President  
Achieve TFC, LLC  
820 Ash St NE  
Hutchinson, MN 55350

Date: 1/1/2021



**Achieve TFC, LLC: DRAFT Scope of Work/Budget**

The following chart outlines draft concepts for proposed activities, timeline, and estimated costs required to complete them. This outline should be considered a starting point for discussion about the preferred process and timeframe to best meet the desired outcome of this project. A full scope of work will be developed based on further discussion and understanding of needs. Final estimated costs may be adjusted to reflect the work required.



**Total Fees: Contracted Work - \$7,800; Supplies/Materials: \$100.00; Travel/Mileage Stipend: \$500    Total: \$8,400**



## Proposal to Kandiyohi County and City of Willmar Economic Development Commission - Strategic Planning

Submitted by Cheryl K. Glaeser, January, 2021

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### Background Summary – Understanding of Needs

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The mission of the **Kandiyohi County and City of Willmar Economic Development Commission** is to be a catalyst for economic growth of the greater Kandiyohi County Area. The Commission develops organizational priorities on an annual basis by engaging Staff, Board members, Committee Chairs, and other key stakeholders in fact-finding efforts to identify trends, challenges, opportunities. The Commission seeks a third-party consultant to develop strategies that will guide the work of the Commission throughout 2021 rather than a more long-term plan in light of the impact COVID-19 may have on priorities in the coming year. Key stakeholders will consider the current goals and discuss the changes COVID-19 has had on the County and consider the best approaches to supporting businesses and advancing the region's economic opportunities.

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### Goals and Outputs

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Strategic planning for the Commission would be designed to empower and enable staff, Board, and key stakeholders to develop overarching strategies that will guide the work of the Commission for the benefit of Kandiyohi County and the City of Willmar. This approach includes a blend of consulting, facilitation, research and analysis of needs. Cheryl's highly participatory planning process regardless of whether held in person or virtually, allows for input from key decision makers and stakeholders.

The process used will ensure that:

- Key stakeholders are identified and engaged so that the plan benefits from a diverse set of viewpoints
- Participants identify the issues and opportunities they consider pressing and discuss them within the framework of the process
- The process stays on time and on track, unless leaders chose to change it
- The strategic outcomes are clearly understood and realistic.

Key Scope of Work:

- Develop and facilitate a planning process that engages and invests key stakeholders in developing 12 to 18-month goals to guide the work of the Commission.
- Facilitate a Strategic Planning Session to prioritize information gathered for the creation of goals and key objectives
- Define goals and objectives in a strategic plan and provide a summary of gathered insights following the retreat.

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### Timeframe

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The specific dates and timeframes would be determined in partnership with Commission Staff and/or stakeholders, with a Strategic Planning session tentatively planned for April 2021. Cheryl initially envisions one advance meeting and a stakeholder survey as part of the participatory approach leading up to the planning session.



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## About Achieve Consulting (TFC), LLC/Cheryl K. Glaeser

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**Achieve Consulting (TFC)** is an LLC formed in 2017 to support organizations and small businesses by providing solutions that move ideas to action, strengthen leaders and teams, and help groups achieve strong results. Since 2017, Achieve has helped nearly 30 organizations with strategic planning, community engagement, and other organizational consulting.

**Cheryl K. Glaeser, Owner/President of Achieve Consulting**, is an enthusiastic and results-oriented professional. She has exceptional facilitation skills and a unique ability to combine broad stakeholder insights into actionable outcomes. After years of seeing organizational planning documents sit on the shelf, Cheryl structures planning processes so that all those engaged feel a true connection to the work and a clear path to results. Cheryl's skills span over 20 years of advancing organizations and regional initiatives. Cheryl has strong business, economic, and workforce development acumen. Prior to owning Achieve TFC, LLC, Cheryl was a Senior Associate with a national firm providing consulting and planning services to organizations across the United States. She also has extensive knowledge of local and regional economic development through her work as a Program Officer with the Southwest Initiative Foundation. Cheryl holds a Bachelor's Degree in Organizational Development and Group Dynamics through Metropolitan State University as well as certificates in Economic Development and Finance, Business Credit and Analysis, Business Marketing & Attraction, Executive and Organizational Leadership, Asset-Based Community Development, and Principles/Techniques of Fundraising.

Cheryl's past experience and working knowledge of the EDC as well as general workforce, community, and economic development in rural communities position her as an exemplary candidate for this work.

Recent projects of note include the following:

- Business Assistance for CARES Pandemic Relief Grants for the EDC
- Strategic Planning for Southwest Minnesota Private Industry Council Workforce Development Board (In-process)
- Strategic Planning for the Minnesota Rural Broadband Coalition (2020; continued work 2021)
- Strategic Planning for Kandiyohi County and the City of Willmar Economic Development Commission (EDC); (2019 and annual planning session 2020)
- Strategic Planning for the Workforce Development Board of the Workforce Development, Inc. Rochester (2019)
- Strategic Planning and Board Development for Pioneer Public TV (2019)

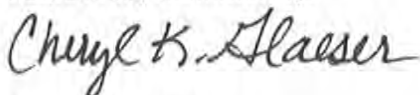
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*"I believe we are more unified and have greater clarity than we have ever had."*

*Executive Committee member; MN Rural Broadband Coalition*

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Respectfully submitted by:



Cheryl K. Glaeser  
President/Owner of Achieve TFC, LLC  
820 Ash St NE  
Hutchinson, MN 55350  
320-582-7526  
cheryl@achieveresultstogether.com

*References available upon request.*



## Achieve TFC, LLC: DRAFT Scope of Work/Budget

The following chart outlines draft concepts for proposed activities, timeline, and estimated consulting costs required to complete them. This outline should be considered a starting point for discussion about the preferred process and timeframe to best meet the desired outcome of this project. A full scope of work will be developed based on further discussion and understanding of needs. Final estimated costs may be adjusted to reflect the work required.



**Estimated Fees: Consulting/Facilitation - \$1,800 (Includes all supplies, materials)**  
**Deliverables: Designed and implemented Survey; Developed and Facilitated Planning Session; Analysis/Summary of Findings; Annual Plan**