

**KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION (EDC)
JOINT POWERS BOARD OF COMMISSIONERS ANNUAL MEETING
MINUTES**

**January 28, 2021
Via ZOOM Video Conference**

Present: Julie Asmus, George (Corky) Berg, Vicki Davis, Steve Gardner and Roland (Rollie) Nissen

Absent: Marv Calvin

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

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

Media: Shelby Lindrud, West Central Tribune and Macklin Caruso, Lakes Area Review

Chairperson Rollie Nissen called the meeting to order at approximately 11:31 a.m. declaring a quorum was present and welcoming new board members Corky Berg, Willmar Mayor Marv Calvin, Vicki Davis and Steve Gardner.

AGENDA—There were no changes to the Agenda.

IT WAS MOVED BY Corky Berg, SECONDED BY Julie Asmus, to approve the Agenda as e-mailed. All present voted unanimously in favor by roll call.

MINUTES

IT WAS MOVED BY Vicki Davis, SECONDED BY Julie Asmus, to approve the Minutes of the October 22, 2020 meeting of the Kandiyohi County and City of Willmar Economic Development Commission Joint Powers Board of Commissioners as e-mailed. All present voted unanimously in favor by roll call.

TREASURER'S REPORT—Aaron Backman reviewed the Profit & Loss Statement as of December 31, 2020 noting that prior to COVID-19, the EDC's budget was \$674,463 and at year end it was \$4.118 million. Generally, approximately 87% of the EDC's revenues come from the county tax levy. In 2020, budgeted for the levy was \$534,000 and approximately \$536,544 was received. Backman highlighted areas from the Profit & Loss Statement, including the KCEO program, a passthrough; grants of \$3.5 million from the governmental entities in the county and Total Assets at year end were \$1,114,888.18, an increase of \$63,000 from last year.

IT WAS MOVED BY Steve Gardner, SECONDED BY Julie Asmus, to accept the Kandiyohi County and City of Willmar Economic Development Commission financial reports for periods ending

October 31, November 30 and December 31, 2020, subject to audit. All present voted unanimously in favor by roll call.

UNFINISHED BUSINESS

Ridgewater College Surplus Property. Backman provided information on the EDC's purchase of surplus property from Ridgewater College. Two developers are interested in purchasing the property for commercial development. Backman believes the EDC's closing could be held in mid-February. The proposed Purchase Agreement was reviewed (see attached).

IT WAS MOVED BY Steve Gardner, SECONDED BY Corky Berg, to approve the Purchase Agreement between the State of Minnesota, Minnesota State Colleges and Universities on behalf of Ridgewater College and the Kandiyohi County and City of Willmar Economic Development Commission for the purchase of 2.0 acres at a purchase price of \$60,000 plus closing expenses of \$2,050 and to approve the Executive Director signing the Purchase Agreement. All present voted unanimously in favor by roll call.

COVID-19 Response. Backman reported the EDC will have expended \$4.5 million to assist businesses and nonprofit organizations. Backman thanked Kandiyohi County in working with the EDC on the grants. Backman provided the names of the Finance Committee members, who have met weekly since the start of the COVID-19 pandemic. Connie Schmoll stated the home childcare businesses appreciated the grant they received and being called a business. Through the Immigrant Business Relief Grant Program and the COVID-19 Pandemic Relief Grant (CPR) Program, Schmoll interacted with the Asian business community. Schmoll highlighted the Atwater Block Nursing Program, which developed new programs during the pandemic. Backman noted that over 308 applications were received for the CPR Grant Program with 232 business grants and 38 nonprofit grants being distributed; 60% of the businesses were from the Willmar area plus 10 other cities and 33 businesses in 17 townships (see attached). EDC staff were made aware of several businesses during the grant process, such as Precocious Pyrotechnics and Roostin' Ridge Woodworks. The average years in business was 14, employing a total of 1,100 people with an average loss of 60%. There were 36 diverse businesses that were funded. The nonprofit average loss was 36% under arts, recreation and social services. The EDC's COVID-19 Business Assistance Loan (COBAL) Program received 39 applications and 29 were approved most at the \$5,000 level. The total of all loans was \$137,500.

IT WAS MOVED BY Julie Asmus, SECONDED BY Vicki Davis, to approve moving the remaining funds of \$22,863.27 in the COVID-19 Business Assistance Loan Program at Lake Region Bank to the Kandiyohi County and City of Willmar Economic Development Commission's general checking account at Heritage Bank. All present voted unanimously in favor by roll call.

Immigrant Business Disaster Relief Grant Program. Backman provided information on the Immigrant Business Relief Grant (IBDRG) program developed from funds received from Southwest Initiative Foundation (SWIF). The program assisted 26 diverse businesses. Schmoll commented on the use of interpreters to communicate with the businesses. In the beginning, many in the Asian business community were reluctant to participate in the IBDRG program.

NEW BUSINESS

Minnesota Pandemic Relief Grant Program. Backman reported in December the state of Minnesota approved a business relief program covering three areas. Kandiyohi County received \$852,000 and forwarded a portion to the EDC to assist businesses that were shut down in November, i.e. bars, restaurants and gyms. The deadline for the program is February 17, 2021.

IT WAS MOVED BY Steve Gardner, SECONDED BY Julie Asmus, to approve creation of the Minnesota Pandemic Relief Grant Program, accept receipt of \$749,194.00 from Kandiyohi County and revise the 2021 budget to reflect income and expense lines for the program. All present voted unanimously in favor by roll call.

Backman reported Cheryl Glaeser of Achieve TFC assisted with the CPR Grant Program and is currently helping with the MPR Grant Program. The Agreement for Services includes payment of \$8,400 through April 2021 (see attached).

IT WAS MOVED BY Corky Berg, SECONDED BY Steve Gardner, to approve the agreement with Cheryl Glaeser and Achieve TFC to assist with the Minnesota Pandemic Relief Grant Program at a cost of \$8,400. All present voted unanimously in favor by roll call.

Rising Tide Capital Program. Schmoll noted that for several years she has looked for a program to help entrepreneurs in starting new businesses. Scott Marquardt of SWIF discovered Rising Tide Capital and agreed to fund the first year of the program. She and Abdusalaam Hirsi are going through training for the program. The name of the local program is Elevate. Schmoll showed the mission, vision and logo for the program (see attached). SWIF has paid for all expenses to date. The training program is 12 weeks. In the fall, the EDC will need to do some fundraising to continue the program. Schmoll's intention is for the EDC to hold training programs each spring and fall.

IT WAS MOVED BY Corky Berg, SECONDED BY Rollie Nissen, to approve participating in the Rising Tide Capital Program and approve the administrative budget of \$23,383.00. All present voted unanimously in favor by roll call.

Township Broadband Project. Schmoll provided information on a broadband project attempted in 2017. During the pandemic broadband has become even more of a need. Schmoll showed a PowerPoint presentation on a local broadband project (see attached). Schmoll made presentations to all townships and Dovre, Mamre and St. Johns Townships showed interest in doing a project. The EDC's Broadband and Advanced Technology Committee is working with Federated Telephone Cooperative, which is willing to provide 25% of the project cost. The project will apply for the state Border-to-Border Grant program for 45% of the project cost, plans to ask the County Board to fund \$25,000 per participating township plus each property will be assessed approximately \$2,557, possibly through bonding. It is possible one or two more townships will be added to the project. The county used some of its CARES Act funds to update the previous survey.

IT WAS MOVED BY Steve Gardner, SECONDED BY Julie Asmus, to approve presenting a resolution to the Kandiyohi County Board of Commissioners to request Kandiyohi County provide \$25,000 per township that participates in a state broadband grant application. All present voted unanimously in favor by roll call.

Staff Transition Task Force. Chair Nissen announced Schmoll submitted her resignation and will be retiring on May 31, 2021. Schmoll gave a few comments on her work with the EDC over the past seven years and thanked the board. It is anticipated that Schmoll will continue to assist with the broadband project. Chair Nissen and Backman thanked Schmoll for her work. Backman stated the EDC Joint Operations Board (EDCOB) appointed Jesse Gislason, Les Heitke and Kelly TerWisscha to serve on the Staff Transition Task Force and Julie Asmus volunteered on behalf of the Joint Powers Board. Asmus stated the Task Force revised the job description and approved the proposed ad and salary package (see attached). If this board approves, Backman will advertise the position immediately for 27 days. Ads would be placed with the League of Minnesota Cities, Association of Minnesota Counties, Economic Development Association of Minnesota and West Central Tribune. Backman would like at least a one-month overlap with the new employee and Schmoll.

IT WAS MOVED BY Rollie Nissen, SECONDED BY Julie Asmus, to accept, with great regret, the resignation of Connie Schmoll effective May 31, 2021. All present voted unanimously in favor by roll call.

IT WAS MOVED BY Julie Asmus, SECONDED BY Vicki Davis, to approve the job description and advertisement as presented with a salary range of \$65,000 to \$80,000 to be posted immediately. All present voted unanimously in favor by roll call.

Boards' Strategic Planning Session. Backman reported EDC staff is recommending the boards hold a one-year planning session in April and that Cheryl Glaeser of Achieve TFC facilitate it per the proposed agreement (see attached).

IT WAS MOVED BY Julie Asmus, SECONDED BY Vicki Davis, to hold a one-year strategic planning session in April 2021 and approve the agreement with Cheryl Glaeser and Achieve TFC to facilitate the planning session at a cost of \$1,800.00. All present voted unanimously in favor by roll call.

Ratify actions by Joint Operations Board. Backman provided information on the actions approved by the EDCOB and recommended for approval by this board.

IT WAS MOVED BY Steve Gardner, seconded by Corky Berg, to ratify and approve the following actions of the Joint Operations Board:

1. reducing the reserve for the Kandiyohi County Entrepreneurial Opportunities (KCEO) outstanding loans to \$1,198;
2. removing the reserve being held for the Entrepreneurs' Loan Guarantee Program in the amount of \$25,262.20;
3. approving the Addendum to Agreement for Services with Cheryl K. Glaeser and Achieve TFC, LLC through December 31, 2020 for the CARES Pandemic Relief Grant Program;
4. a three-year \$9,000 loan under the Kandiyohi County and City of Willmar Economic Development Commission's Microenterprise Loan Program to La Manzanita Mexican Market at 4.5% interest along with a first security position on two new freezers and a fryer, subject to the owner providing proof of payment of two outstanding delinquent debts;
5. a three-month deferral of the Revolving Loan Fund loan to the Willmar Child Care Center; and

6. engaging Westberg Eischens to prepare the 1099s for the CPR Grant Program at an approximate cost of \$2,300 to be paid from remaining CPR Grant funds and approximately \$250 for the remaining tax forms.

All present voted unanimously in favor by roll call.

ANNUAL MEETING

Reappoint/appoint members to EDCOB. Chair Nissen noted the terms of Kelly TerWisscha and Kerry Johnson on the EDCOB ended December 31, 2020. Both are available for reappointment. The Willmar City Council has recommended the reappointment of Kelly TerWisscha.

IT WAS MOVED BY Julie Asmus, SECONDED BY Vicki Davis, to reappoint Kelly TerWisscha to a three-year term on the Kandiyohi County and City of Willmar Economic Development Commission's Joint Operations Board. All present voted unanimously in favor by roll call.

IT WAS MOVED BY Rollie Nissen, SECONDED BY Julie Asmus, to reappoint Kerry Johnson to a three-year term on the Kandiyohi County and City of Willmar Economic Development Commission's Joint Operations Board. All present voted unanimously in favor by roll call.

[Steve Gardner was excused from the meeting.]

Approve 2021 standing committees/subcommittees and reappoint committee members. Backman and Schmoll noted board members are welcome to participate on any committee should they wish. Chair Nissen recommended board members attend committee meetings and if they wish to be appointed it can be done in the future.

IT WAS MOVED BY Julie Asmus, SECONDED BY Vicki Davis, to approve the following standing committees and subcommittees for 2021:

Agriculture and Renewable Energy Development Committee
Ag Marketing and Event Planning Subcommittee
Ag Industrial Hemp Exploratory Subcommittee
Broadband and Advanced Technology Committee
Business Retention and Expansion/Recruitment Committee
Finance Committee; and
Marketing and Public Relations Committee

and to approve the committee members on the attached list. All present voted unanimously in favor by roll call.

Selection of official newspaper. Chair Nissen stated the West Central Tribune has been the official newspaper.

IT WAS MOVED BY Corky Berg, SECONDED BY Vicki Davis, to select the West Central Tribune as the official newspaper for the Kandiyohi County and City of Willmar Economic Development Commission. All present voted unanimously in favor by roll call.

Regular meeting time, date and location. Chair Nissen informed the board the current meeting time, date and location are 11:30 a.m. quarterly on the fourth Thursday in January, April, July and October with the location to remain fluid during the pandemic.

IT WAS MOVED BY Julie Asmus, SECONDED BY Corky Berg, to set the regular meeting time, date and location for meetings of the Kandiyohi County and City of Willmar Economic Development Commission (EDC) Joint Powers Board for 11:30 a.m. quarterly on the fourth Thursday in January, April, July and October at the EDC office or other locations as deemed necessary. All present voted unanimously in favor by roll call.

Election of officers. Chair Nissen stated that historically the chair serves two years and the position has alternated every two years between the county and city representatives. It was noted that former board members Fernando Alvarado served as secretary and Harlan Madsen served as treasurer.

IT WAS MOVED BY Corky Berg, SECONDED BY Vicki Davis, to re-elect Rollie Nissen as chairperson and Julie Asmus as vice chairperson of the Kandiyohi and City of Willmar Economic Development Commission Joint Powers Board. All present voted unanimously in favor by roll call.

IT WAS MOVED BY Julie Asmus, SECONDED BY Rollie Nissen, to elect Corky Berg as secretary and Vicki Davis as treasurer of the Kandiyohi and City of Willmar Economic Development Commission Joint Powers Board. All present voted unanimously in favor by roll call.

Appoint board members to Audit Committee. Chair Nissen reported Rollie Boll and Jesse Gislason volunteered to serve on behalf of the Joint Operations Board on the Audit Committee.

IT WAS MOVED BY Corky Berg, SECONDED BY Julie Asmus, to appoint Vicki Davis on behalf of the Joint Powers Board and Jesse Gislason and Rollie Boll on behalf of the Joint Operations Board to the Audit Committee for the Kandiyohi County and City of Willmar Economic Development Commission. All present voted unanimously in favor by roll call.

Appoint Liaison to EDCOB. Chair Nissen stated Julie Asmus was this board's liaison to the Joint Operations Board last year.

IT WAS MOVED BY Vicki Davis, SECONDED BY Corky Berg, to re-appoint Julie Asmus as the Joint Powers Board liaison to the Kandiyohi County and City of Willmar Economic Development Commission Joint Operations Board. All present voted unanimously in favor by roll call.

STAFF REPORTS/ECONOMIC DEVELOPMENT ACTIVITY—Backman reported there are several developers interested in housing projects in the county, including a multi-purpose housing development near Walmart, one in downtown Willmar and a single-family subdivision in the northwest part of Willmar. Backman reported city staff has created marketing material for the Renaissance Zone that the EDC will utilize. Schmoll reported she is working with a few business startups and expansions.

COMMITTEE REPORTS

Agriculture and Renewable Energy Development (Ag). Schmoll reported the Ag Committee postponed its biofuels workshop until March. The Partners In Ag Innovation Conference will be held July 29, 2021. The Hemp Exploratory Subcommittee continues to research the industrial hemp field; is working with an Olivia company to possibly open a location in Willmar; and is addressing banking regulations that inhibit hemp production.

Broadband and Advanced Technology. Nothing further to report.

Business Retention and Expansion/Recruitment (BRE). Backman reported the BRE Committee has partnered with CLUES, Ridgewater College and Central Minnesota Jobs and Training on diverse CDL (Commercial Driver License) drivers and promote trainings. Backman reported Innovative Systems purchased the former Trouw Nutrition feed mill across from the Flags of Honor and is currently renovating the building.

Finance. Nothing further to report.

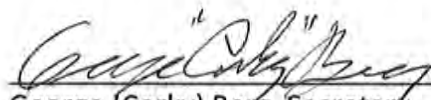
Marketing and Public Relations. Backman reported the main marketing being done has surrounded the various grant programs.

ADJOURNMENT—There being no other business,

IT WAS MOVED BY Julie Asmus, SECONDED BY Vicki Davis, to adjourn the meeting.

The meeting was adjourned at approximately 1:32 p.m.

NEXT MEETING—The next regular board meeting is 11:30 a.m., Thursday, April 22, 2021, at the EDC office.


George (Corky) Berg, Secretary

APPROVED: 4/22/2021:


Rollie Nissen, Chairperson

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 – 15th 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 – 20th 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 – 15th 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 – 20th 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").

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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)

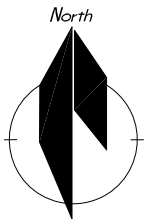
Land Description - 2.0 Acres

As found on a portion of Document No. 403468.

"The North 200. feet of the West ½ of the Northeast ¼ of the Northwest ¼
Section 9, Township 119, Range 35, except the East 220. feet thereof"

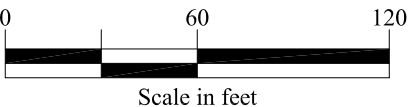
This is a survey of:
part of:
W½ of the NE¼ of the NW¼
Located in:

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



LEGEND

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

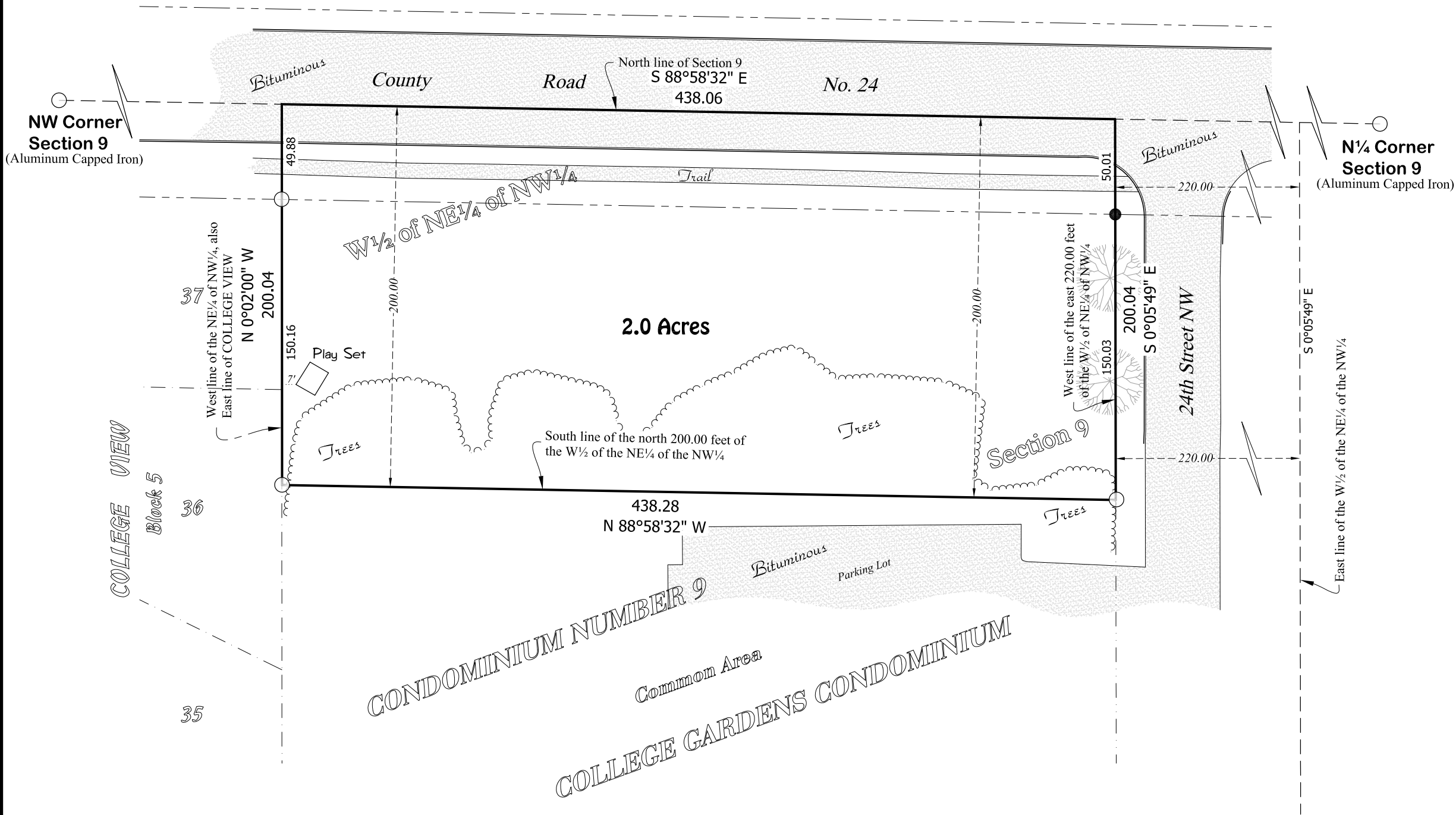
All Documents referred to on this survey can be found in the office of the County Recorder

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



11.13.2020 Summary of CPR Grants

Businesses

231 business grants

198 city applications approved from 10 different cities: Willmar-138 (60%), New London-22, Spicer- 21, Atwater-5, Pennock-3, Kandiyohi-1, Lake Lillian-1, Raymond-1, Sunburg-1, Raymond-1

33 township applications from 17 different townships: Dovre- 8, New London-9, Willmar-4, Burbank-2, Roseville 2 (one of them in Regal), Colfax-1, Edwards-1, Genessee-1, Holland-1, Irving-1, Kandiyohi-1, Lake Andrew-1, Lake Elizabeth-1, Lake Lillian-1, Mamre-1, Roseland-1, Whitefield-1

Diverse Businesses: 46 or 20% East African-26, Asian-11, Latino-9

Average years in business: 14 (14.42)

1,075 FTE jobs – average per business: 4.6 (4.65)

Average loss: 60%

Average grant: \$9,788

Business Types:

42	Barber/Salon/Nails/Massage
35	Restaurant/Cafe/Bar/Grocery/Catering
31	Service, i.e.: Staffing/Photography/Interior Design, etc.
28	Retail
28	Health, i.e.: Dental/Eye care/Chiropractic/Fitness
19	Construction/Manufacturing
15	Transportation/Logistics
8	Media/Printing
7	Auto Sales/Service
7	Entertainment
7	Hotel
4	Childcare

Nonprofits

38 nonprofit grants

30 or 79% from Willmar, and Atwater-1, New London-4, Spicer-1, Lake Andrew Township- 1, Dovre Township-1

286 FTE jobs – average per nonprofit: 8

Average loss: 36%

Average grant: \$26,809

Mission:

Arts, Recreation, Education and Other-20 (\$5,000 mission award)

Social Services-14 (\$12,500 mission award)

Mix of Social Services and Other-4 (\$8,000-\$10,000 mission award)

Healthcare-0 (\$7,500 mission award)

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

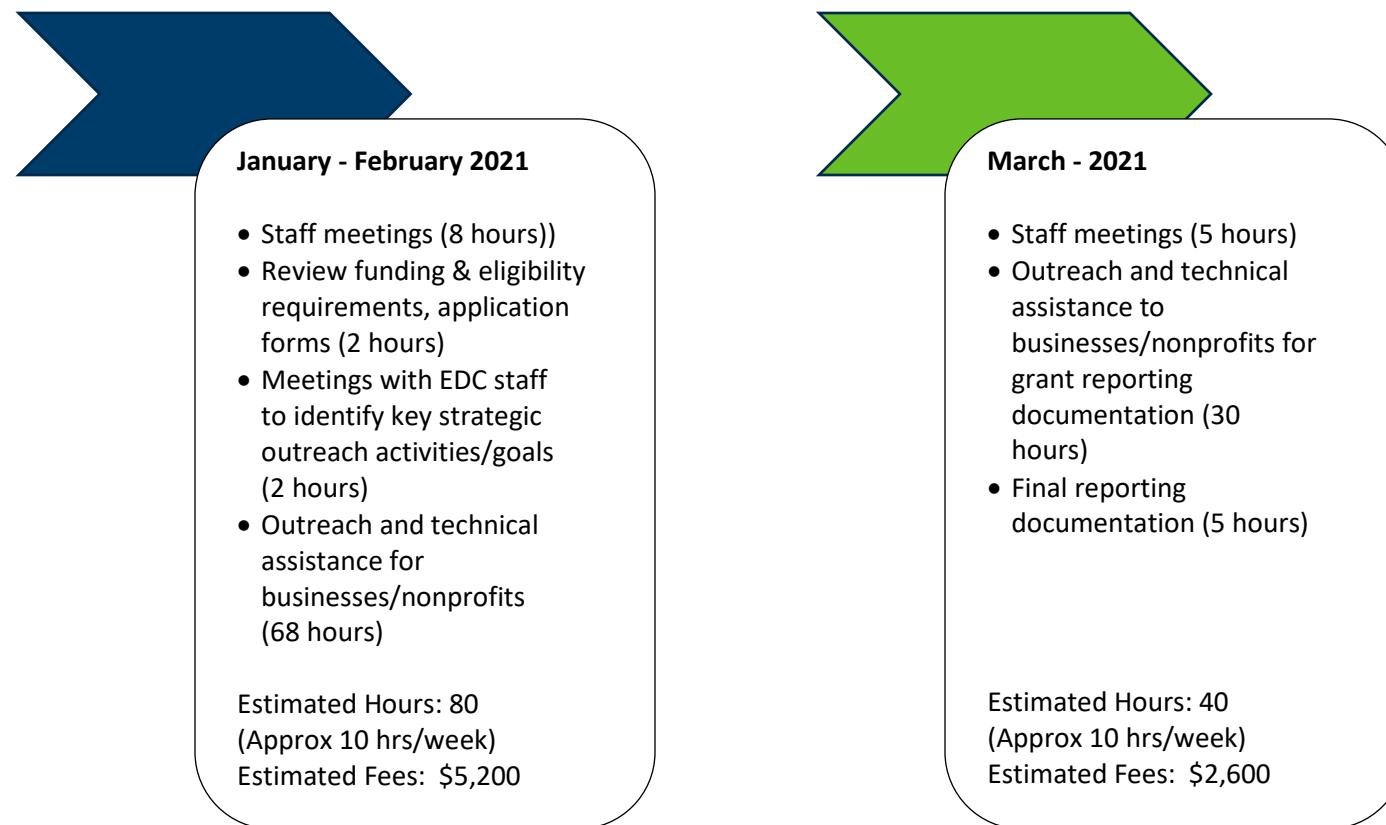
By: Cheryl K. Glaeser

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

Date: _____

Date: 1/1/2021

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

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

- 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 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

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



Business Development Manager Position Description

Job Summary

The position is an active member of the EDC team. It upholds the mission and core objectives of the EDC by:

- Identifying development needs and opportunities in Kandiyohi County
- Developing and implementing plans to advance high-speed broadband in Kandiyohi County
- Recognizing and advancing agribusiness, bio-business, value-added agriculture and renewable resource development as economic drivers in the future success of Kandiyohi County
- Overseeing EDC loan applications
- Promoting, retaining and expanding existing businesses in Kandiyohi County
- Overseeing potential Rising Tide Capital teachers or SCORE volunteers and their interactions with business clients
- Preparing and submitting reports as needed to the Minnesota Department of Employment and Economic Development, United States Department of Agriculture and other agencies pertaining to business subsidies and grant administration
- Duties may be adjusted based on experience

Job Specifications and Requirements

The applicant must demonstrate a trained or acquired ability to work with new and existing businesses in Kandiyohi County by:

- Serving on a team to design and implement effective economic development programs
- Providing communities with planning and visioning toward their goals
- Enhancing development by identification of and contacting business retention and growth opportunities
- Having highly-developed organizational, planning and communications skills
- Having the ability to process guidelines and objectives into effective action plans
- Being able to understand financial reports, business plans and budgetary guidelines
- Making presentations to local and state government and community entities as needed

Job Relationships

Responsible to: Executive Director

Work with: Office Manager

Agriculture and Renewable Energy Development Committee

Broadband and Advanced Technology Committee

Finance Committee as requested

Marketing and Public Relations Committee as requested

Other programs as developed

The ideal candidate will have experience in business retention/expansion/recruitment, assisting business startups and/or commercial/industrial development to strengthen the overall tax base resulting in the enhancement of a community's quality of life. Candidates must possess a bachelor's degree in business, public administration, economic development, finance, city planning or related field, and at least three years of experience.

Salary range is \$65,000 to \$80,000 DOQE. Apply electronically to edc@kandiyohi.com with resume, cover letter and contact information for four professional references by 2/24/2021. The position is open until filled. For more information, contact Aaron Backman at 320-235-7370 or toll free 866-665-4556.



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

Submitted by Cheryl K. Glaeser, January, 2021

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 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.

Goals and Outputs

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.

Timeframe

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.

About Achieve Consulting (TFC), LLC/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 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.

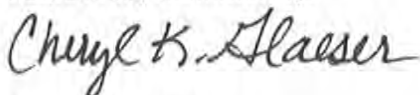
Recent projects of note include the following:

- 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)

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

Executive Committee member; MN Rural Broadband Coalition

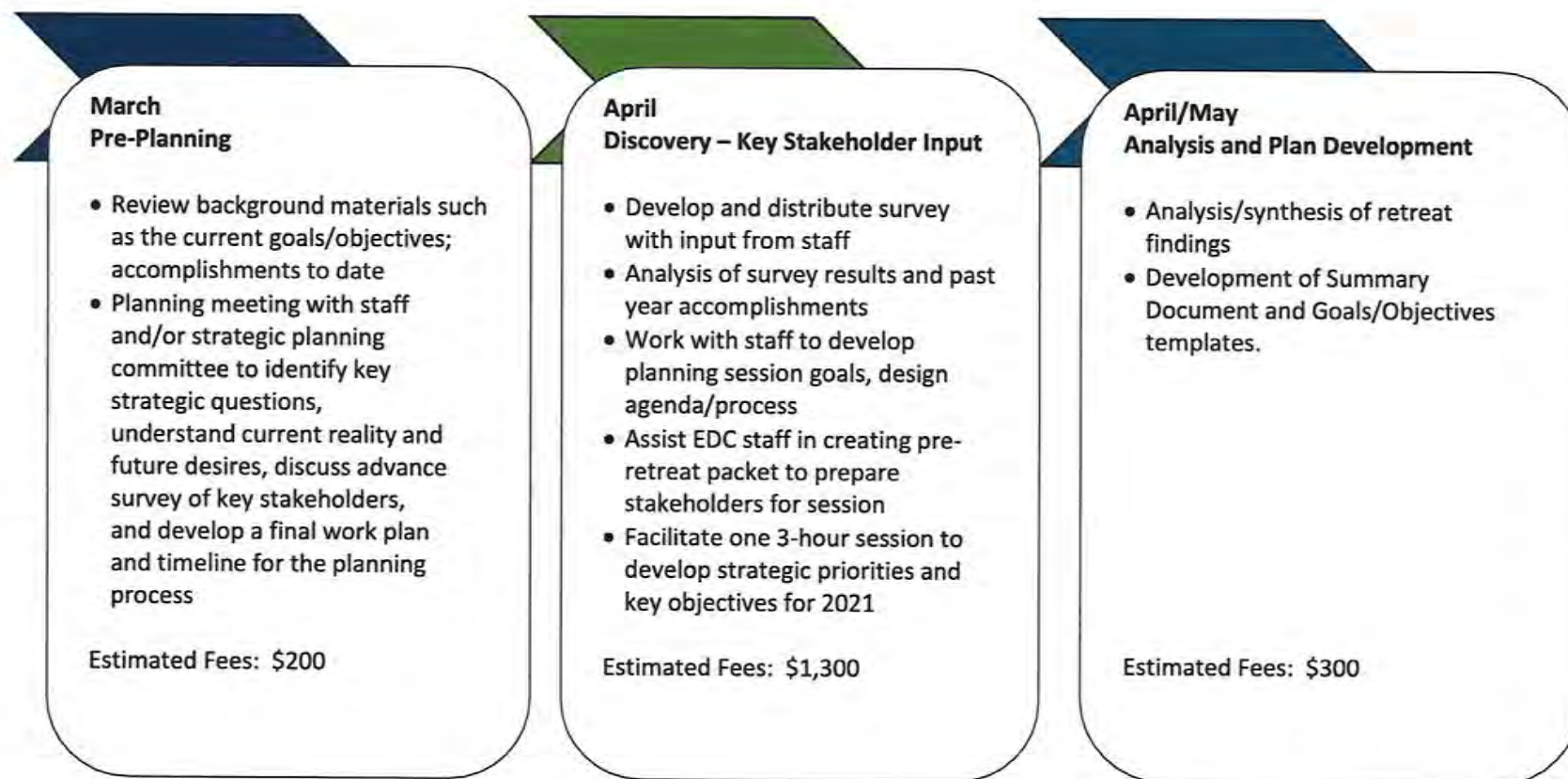
Respectfully submitted by:



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.

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



2021 COMMITTEES AND MEMBERS

Agriculture and Renewable Energy Development

Rollie Boll*	Dustin Kotrba	Michelle Marotzke
Kevin Halvorson	Kim Larson	Keith Poier
Larry Konsterlie	Dan Lippert	Dan Tepfer

Ag Marketing and Event Planning Subcommittee

Dan Tepfer	Dustin Kotrba
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Ag Industrial Hemp Exploratory Subcommittee

Laura Arne	Kim Larson	Harold Stegeman	Janette Wertish
Kevin Halvorson	Bob Meyerson	Mark Thiesse	Jordan Zeller
Larry Konsterlie	Keith Poier		

Broadband and Advanced Technology

Mark Boesch	Dean Bouta	Roger Imdieke**	Glenn Otteson
Sonja Bogart	Bruce DeBlieck	Michelle Marotzke	Ramsey Schaffnit
Donna Boonstra*	Jason Hulstein	Rollie Nissen**	David Sisser

Business Retention and Expansion/Recruitment

Sam Bowen	Les Heitke*	Les Nelson	Dean Steinwand
Samantha Crow	Roger Imdieke**	Bridget Paulson	Kelly TerWisscha*
Jim Ellingson	Jennifer Mendoza	Ranae Rahn	

Finance

Matt Behm	Allen Huselid	Travis Jones
Nick Dalton	Kerry Johnson	Les Nelson
		Justin Schnichels

Marketing and Public Relations

Donna Boonstra*	Melissa Knott	Pam Rosenau	Brittany VanDerBill
Jesse Gislason*	Emily Lien	Joanna Schrupp	

*indicates EDC Joint Operations Board member

** indicates EDC Joint Powers Board member