

KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION (EDC)

JOINT OPERATIONS BOARD OF DIRECTORS (OB)

MINUTES

August 11, 2022

Community Room, Heritage Bank, Willmar, Minnesota and Via ZOOM Video Conference

Present: Art Benson, Abdulcadir Gaal, Jesse Gislason, Les Heitke, Kelly TerWisscha and Mary Warszynski

Ex Officio: Vicki Davis, Joint Powers Board Liaison

Excused: Donna Boonstra and Justice Walker

Staff: Aaron Backman, Executive Director; Sarah Swedburg, Business Development Manager; and Kelsey Olson, Marketing & Communications Specialist

Media: Jennifer Kotila, West Central Tribune

Secretarial: Nancy Birkeland, Legal & Administrative Assistants, Inc.

President Art Benson called the meeting to order at approximately 11:04 a.m.

AGENDA—

IT WAS MOVED BY Jesse Gislason, SECONDED BY Kelly TerWisscha, to approve the Agenda and the following Consent Agenda.

CONSENT AGENDA

- Approve:
1. Minutes of July 14, 2022
 2. Financial reports as of July 31, 2022
 3. Addition of Brian Zawierucha to the Broadband and Advanced Technology Committee
 4. Payment of Invoice No. 0293933 from Bolton & Menk in the amount of \$3,142.50 to be paid from the TIGER II Grant line of the budget

- Accept: Committee/Subcommittee Minutes
1. Agriculture and Renewable Energy Development 6/16/2022
 2. Industrial Hemp Exploratory Subcommittee 3/15 and 7/11/2022
 3. Broadband and Advanced Technology 7/11/2022
 4. Marketing and Public Relations 6/20/2022
 5. Leisure Travel 6/6/2022

MOTION CARRIED.

UNFINISHED BUSINESS

Housing Study Proposal. Aaron Backman informed the board that the Joint Powers Board approved having a new housing study done. The total cost for the study to be done by Viewpoint Consulting Group is \$48,000. Those that have agreed to assist with the cost are the Kandiyohi County Housing and Redevelopment Association \$22,000; Willmar City Council \$12,000; and West Central Realtor's Association obtained a grant for \$10,000. This leaves \$4,000 remaining, which Backman recommends the EDC pay.

IT WAS MOVED BY Les Heitke, SECONDED BY Kelly TerWisscha, that the Kandiyohi County and City of Willmar Economic Development Commission pay \$4,000 toward the cost of the housing study to be done by Viewpoint Consulting Group. MOTION CARRIED.

IT WAS MOVED BY Mary Warszynski, SECONDED BY Jesse Gislason, to amend the Kandiyohi County and City of Willmar Economic Development Commission's 2022 budget by adding under Revenues/Grants the amount of \$44,000 for the housing study and add to Expenses/Business Retention & Expansion Committee, under Grants the amount of \$38,000 for the housing study. MOTION CARRIED.

NEW BUSINESS

Premier Virtual Contract. Backman provided information on the EDC's participation in the virtual job fair last February hosted by the Minnesota Department of Employment and Economic Development (DEED). DEED decided it will no longer provide this service, but the EDC is interested in continuing to hold virtual job fairs for the county and to invite others to participate. The Joint Powers Board approved entering into a contract with Premier Virtual (see attached) at a cost of \$13,500 with the EDC paying \$6,000 of the cost and collecting the remaining \$7,500 from other counties or businesses that participate. Sarah Swedburg provided additional information on the software program and the responsiveness of the company (see attached). Staff will develop a fee structure for others to participate in the virtual job fairs. During her recent six-month review, Backman informed Kelsey Olson that added to her duties will be a focus on workforce. She and Swedburg will manage the software and virtual job fairs.

IT WAS MOVED BY Jesse Gislason, SECONDED BY Mary Warszynski, to amend the Kandiyohi County and City of Willmar Economic Development Commission's 2022 budget by adding under Revenues/Grants the amount of \$7,500 for virtual job fair sponsors and add to Expenses/Business Retention & Expansion Committee/Workforce Development the amount of \$13,500 for the virtual job fairs. MOTION CARRIED.

Wye Ribbon Cutting Event. Backman gave an update on the Wye project and informed the board that there will be a ribbon cutting event for the Wye project on October 25, 2022. Details for the event are still being worked out and invitations will be sent.

West Central Minnesota Area Job Fair. Backman informed the board that there will be an in-person job fair on September 29, 2022 at Ridgewater College. In addition to the EDC, other sponsors are CareerForce, Willmar Lakes Area Chamber of Commerce, Ridgewater College and radio stations K-95.3, 97.3 and 1590 AM/105.7 FM.

REPORTS

Economic Development Activity. Swedburg highlighted areas of her report (see attached), including her attendance at the most recent Community Venture Network meeting where it featured Extreme Sandbox, a heavy equipment adventure company.

[Jennifer Kotila joined the meeting.]

An update was given on the status of Southwest Initiative Foundation's (SWIF) foreclosure of its mortgage with the Willmar Child Care Center. Backman provided information on a housing project on Lakeland Drive (north of Trentwood) to construct three buildings with 72 units in each that will be 80% market rate for multi-family use. The project will seek Tax Increment Financing from Willmar and Kandiyohi County. Bethesda will host a Legacy Day celebrating its 125th anniversary on September 25. Backman gave an update on the Nexyst 360 project; a feasibility study was completed and was positive; soil borings will be done next. The developer is preparing a revised letter of intent for the project. Two main facilities will be on the 137-acre site, a bulk storage facility and a train loading facility, that could be larger than the FedEx building. Backman reported the other project in District 8 that was looking at applying for a Transportation Economic Development grant withdrew its application. Swedburg reported CNH (Case New Holland) moved one of its warehouses from Benson to the former Buhler building in Willmar. CNH uses Fiat engines that are shipped from Long Beach, California, and because of shipping and warehouse issues it now warehouses 400-500 engines in the United States. CNH has approximately 70 employees from the Willmar area and some employees are flown in for a period of time.

Elevate Community Business Academy. Swedburg reported four informational sessions will begin next week and go through August 22nd to introduce proposed students to the class. Classes will begin September 12 and go through December 12. Translation of class materials into Somalian is complete. The EDC will host its first alumni event at the new four season shelter at Robbins Island, which will include a meal, networking and opportunity to find out what additional support and training the alumni need. Danny Carranza will be the lead instructor for the upcoming classes with Swedburg as backup support. There will also be a class monitor, who will follow up with students each week; this will be a step into becoming an instructor.

COMMITTEE REPORTS

Agriculture and Renewable Energy Development Committee. Swedburg reported the feasibility study for Happy Halal has been completed; she gave an update on the progress of the project. Abdulcadir Gaal assisted with the project and noted it is a good project. Swedburg

noted the owners of Happy Halal have the only USDA-certified mobile poultry processing unit in the United States. It was awarded a \$100,000 agriculture grant for equipment. The feasibility study will be used to apply for a second round of grants through the USDA Meat and Poultry Processing Expansion Program. Backman noted the EDC and SWIF assisted with funding for the study. Happy Halal is looking at constructing a building in the Willmar Industrial Park 4th Addition. The Partners In Ag Innovation Conference was held July 26, 2022 at the MinnWest Technology Campus Auditorium with 80 people attending in person as well as others virtually. There has been good feedback on the broadband panel. Swedburg is working with the committee on strategic planning and setting goals.

Broadband and Advanced Technology Committee. Swedburg reported the state Border-to-Border Broadband Development Grant application was submitted to the state and provided her report to the county commissioners (see attached). The state received 195 grant applications. Several local providers requested letters of support from the committee and county; letters were provided to Charter and Frontier. The project by Federated Telephone Cooperative has the highest number of sites; letters of support were received for the project. Applications are posted on DEED's website for others to review. Swedburg thanked Mark Boeschen, committee chair, for his help. Mediacom was asked not to submit a grant application; the county will support its project to serve 967 locations with the approval of Federated. The committee is still awaiting an answer on the USDA ReConnect grant for Vibrant Broadband. If it receives an award in the third grant round, it will also submit an application in the fourth round for additional areas. Every project will meet the state's 2026 goal of 100 megabits per second (Mbps) download speed and 20 Mbps upload speed. The federal government has now blocked LTD Broadband from using Rural Digital Opportunity Funds (RDOF) in Minnesota. This will allow the committee to start having conversations with providers to provide broadband service for the southern half of the county. Minnesota is also in the process of denying its approval of funding to LTD.

Highway 23 Coalition. A Priority Projects Committee meeting will be held August 31 at the EDC to discuss projects. Eligible entities can only submit one project for Corridors of Commerce funds and must include detailed cost estimations. Backman may submit a different project for funding.

Childcare. The EDC is applying for a Childcare Economic Development Grant; the application is due August 30. A \$300,000 local match is required. The EDC will request \$100,000 from the City of Willmar and \$150,000 from Kandiyohi County. Michelle Marotzke of Mid-Minnesota Development Commission (MMDC) and Swedburg are looking at participation by others as well. The funds will be used to create a forgivable loan program for home childcare providers to apply for up to \$10,000 and child care centers to apply for up to \$50,000. The monies must be used to expand capacity and some will be used for training, public information and mentorship. Swedburg and Olson are assisting with a meeting to be held with providers and the Kandiyohi County Rural Child Care Innovation Program on Monday. Olson has been reaching out to potential locations outside Willmar. Backman noted there are workers from Kandiyohi County traveling to Benson for childcare. First Children's Finance does an annual childcare survey and New London is the second highest community in need of childcare in the county. Information sessions regarding childcare will be held with businesses. Olson noted childcare could be a benefit offered to employees.

Marketing and Public Relations Committee. Olson reported she is assisting with the Wye ribbon cutting event. October is Minnesota Manufacturing month and she has been contacting manufacturers to participate in a local celebration to be held during the first week. She toured West Central Steel this week and it will offer a tour during the event. She is working with Ben Carlson of MMDC on a toolkit for manufacturing month. Swedburg and Olson attended the Partners in Ag Innovation Conference and an industrial hemp field day in Olivia hosted by the Agriculture Utilization Research Institute. Olson featured items from both events on the EDC's social media over three days. She has been analyzing the types of social media posts being done and the times of the posts and there has been an increase in interaction. She is testing a new software program for social media posts. August is black business month and she is looking for local businesses to be featured. Olson worked on photos and drone videos done by the city of Willmar and posted them to the EDC's LinkedIn page. The most recent videos posted were on Preserve on 24th and Block 25 Lofts. Les Heitke reported he recently toured Pioneer PBS's studios where he met with the director and communications director, who were eager to hear from the EDC about its projects. Swedburg indicated she has been sharing information with Amanda Anderson, Pioneer's multimedia producer. Olson noted Pioneer PBS is on the EDC's press release list; she will contact them again in follow up of Heitke's contact.

Leisure Travel. Olson met with Beth Fischer, Executive Director of the Willmar Lakes Area Convention & Visitors Bureau about marketing strategies. Olson and Fischer are going to try to attend all city and township board meetings by year-end and will create an annual schedule. President Benson offered assistance by the board with guidance on what is being sought for this attendance. Olson recently attended Lake Lillian Fun Days for the first time.


WHAT'S UP? Vicki Davis stated Ron Baumgarn shared with the Willmar City Council that the local option sales tax projects are mostly finished except for the stormwater project and the city has a rainwater barrel program. Jesse Gislason will be back to full time at Alley on Ash soon. President Benson noted the Willmar Stinger's are having a great year; he was an election judge for the first time; and attended the Kandiyohi County Fair last night. Kelly TerWisscha reported the South 71 Veterinary Hospital will be going vertical this week; they continue to work on the shrimp building and hope to get construction started this fall; West Central Smiles is starting a project in Litchfield for a new building; they have offers out to four potential employees and hired two to three new people in the last week. Warszynski is looking for an employee for her office. Heitke was an election judge in Ward 2 that had a 28% turnout rate of registered voters. He noted Whitney Music held a virtual auction a week ago where it sold 1,800 items; it will continue to provide lessons to teachers and repair instruments. Heitke noted the progress of Tidal Wave Auto Spa on the north end of the former Kandi Entertainment Center parking lot and the lack of progress on east Litchfield Avenue by the former Dominos. Backman noted he has spoken with the city about this as it is the east entry into downtown Willmar. Sam's Heating is renting the former Domino's location. Backman informed the board a quote was received from the League of Minnesota Cities for workers' compensation coverage, but staff needs to provide additional information in regard to liability insurance. Backman noted a new hanger is being erected on the west side of the airport; it is a \$2 million project and will accommodate the largest corporate jets currently on the market. Backman informed the board he and his wife will travel to Peru in October and will travel to Hawaii in February for their 40th anniversary.

ADJOURNMENT—There being no business, the meeting was adjourned at approximately 1:10 p.m.

NEXT MEETING—The next regular board meeting is 11:00 a.m., Thursday, September 8, 2022 at the Community Room of Heritage Bank, Willmar, and via Zoom video conference.

Donna Boonstra, Secretary

APPROVED: 9/8/2022



Art Benson, President



Software as a Service Agreement

Customer: Kandiyohi County & City of willmar Economic Development Commission
Contact: aaron@kandiyohi.com
Address: 222 20th St. SE, P.O. Box 1783, willmar, MN 56201
E-Mail: 320-235-7370
Phone: _____
Email for Invoices: aaron@kandiyohi.com
Fees: \$ 13,500 **Annual Agreement -**
Initial Service Term: [7/18/22 to 7/31/23]

Implementation Services: *Waived per Steve*

Implementation Fee (one-time): *Waived per Steve*

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on 8/4/2022 (the "Effective Date") between Premier Virtual, LLC, a Florida Limited Liability Company ("Premier Virtual"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, Exhibits, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. This Agreement represents the entire understanding between the parties with respect to its subject matter.

Premier Virtual, LLC

By: DocuSigned by:
STEVE EDWARDS
EB7FA36C130B49A...
Name: Steve Edwards
Title: CEO

[Customer]

By: DocuSigned by:
Aaron Backman
ADC23A7945214D3
Name: Aaron Backman
Title: Executive Director

TERMS AND CONDITIONS**1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Premier Virtual will use commercially reasonable efforts to provide Customer the Services set forth herein. As part of the registration process, Customer will identify an administrative username and password for Customer's Premier Virtual account. Premier Virtual reserves the right to refuse registration of, or cancel, usernames or passwords it deems inappropriate.

1.2 The Services included herein include access to Virtual Recruitment Software ("Service" or "Services") but not any services related to implementation of the Virtual Recruitment Software. The Services shall be available 99.5%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Premier Virtual's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Premier Virtual's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Premier Virtual will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Premier Virtual) recognizes that downtime is taking place and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Premier Virtual by emailing support@premiervirtual.com within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service fees in any one (1) calendar month in any event. Premier Virtual will only apply a credit to the month in which the incident occurred. Premier Virtual's blocking of data communications or other service in accordance with its policies shall not be deemed to be a failure of Premier Virtual to provide adequate service levels under this Agreement.

1.3 Premier Virtual will provide technical support to Customer via both telephone and electronic mail (the "Help Desk") on weekdays during the hours of 9:00 am through 9:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a Help Desk ticket during Support Hours by calling [561-717-9717] or any time by emailing [support@Premiervirtual.com]. Premier Virtual will use commercially reasonable efforts to respond to all Help Desk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: violate the terms of this Agreement or the terms of the Premier Virtual Terms of Use ("Terms of Use") found at <http://premiervirtual.com/notices>; misappropriate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure,

ideas, know-how or algorithms relevant to the Services or any software including but not limited to the Virtual Recruitment Software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Premier Virtual or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Premier Virtual hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Premier Virtual's Terms of Use then in effect and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Premier Virtual against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Premier Virtual has no obligation to monitor Customer's use of the Services, Premier Virtual may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, Internet connectivity, cellular/mobile connectivity, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose

business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Premier Virtual includes non-public information regarding features, functionality, and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Premier Virtual to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take commercially reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Premier Virtual as part of the Services. Premier Virtual shall own and retain all right, title and interest in and to (a) the Services and Software, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Premier Virtual shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Premier Virtual will be free (during and after the term hereof) to (i) use any and all such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Premier Virtual offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Premier Virtual shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems solely to use such information to improve and enhance Services and for other development, diagnostic and corrective purposes. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Premier Virtual the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Premier Virtual reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Premier Virtual has billed Customer incorrectly, Customer must contact Premier Virtual by

email at support@premiervirtual.com no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Premier Virtual's customer support department.

4.2 Premier Virtual may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Premier Virtual fifteen (15) days after the mailing date of the invoice or prior to the event. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Premier Virtual's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the period as specified in the Order Form (the "Initial Service Term"), and, in the case of an annual or multi-year subscription, shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination, in writing, at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' prior written notice (or without notice by Premier Virtual in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Premier Virtual will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days following the termination of this Agreement, but thereafter Premier Virtual may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Premier Virtual shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Premier Virtual or by third-party providers, or because of other causes beyond Premier Virtual's reasonable control, but Premier Virtual shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, PREMIER VIRTUAL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND Premier Virtual DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY BY PREMIER VIRTUAL

Premier Virtual shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Premier Virtual is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Premier Virtual will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Premier Virtual, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Premier Virtual, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement or Terms of Use. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Premier Virtual to be infringing, Premier Virtual may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, PREMIER VIRTUAL AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND PREMIER VIRTUAL'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PREMIER VIRTUAL FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT PREMIER VIRTUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Premier Virtual's prior written consent. Premier Virtual may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Premier Virtual in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover their reasonable costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. The Customer hereby authorizes Premier Virtual to list Customer's name as well as Customer's logo (trademarked or otherwise) on Premier Virtual's website disclosing that Premier Virtual has provided the Services to Customer, and to use Customer's name in any standard customer/client listing (or partial listing) published by Premier Virtual. Subject to the foregoing, neither party may use the other party's name, logo, service or trademark in any advertising, press release, or express or implied endorsement without the other party's prior written consent which shall not be unreasonably conditioned, withheld or delayed.

ACKNOWLEDGED AND AGREED TO

Customer:

By:

Print Name:

E-mail:

Date: 8/4/2022

DocuSign Envelope ID: 2A0D11FE-DB1F-45D5-B53C-6EE559CBFF09
Kandiyohi Co. & City of Willmar E
Aaron Backman
ADC23AT943211D3
Aaron Backman
aaron@kandiyohi.com

TO: EDC Joint Powers Board

FROM: Sarah Swedburg, Business Development Manager

DATE: July 28, 2022

RE: Premier Virtual Software

In February, 2022, the EDC held our first ever Virtual Job Fair. This event was an opportunity to partner with neighboring counties and the State of Minnesota to promote jobs available in our region to job seekers anywhere with internet access looking for a change.

The Department of Employment and Economic Development provided us with access to the Premier Virtual Software free of charge for this regional event. However, the State did not renew their contract with Premier Virtual. The EDC BRE/R committee would like to continue these virtual job fairs, but to do so, having access to the Premier Virtual Software is key for many reasons:

- Easy platform interface for job seekers and businesses
- Sorting of businesses into many different categories based on many different attributes, such as job types available, education required, location of business, etc.
- Resource booths for community information and platform assistance during events
- Data and analytics tracking during and after the event
- Instant messaging to all participants at any time during the event as the host
- Video conferencing capabilities to individuals or a larger group of people
- Made specifically for workforce development and job fair events
- Webinar capabilities for education and training events
- Tracking of attendees for future events
- Support from Premier Virtual Staff both before events to help train business and job seeker attendees as well as during events

While there is a cost to a contract with Premier Virtual, the value that this software provides for workforce development and job fair events provides an opportunity to partner with other public and private organizations to help us cover a portion of this cost. It is key that we use innovative tools, such as the Premier Virtual software, to assist the growth of workforce in our area.

TO: EDC Joint Operations Board

FROM: Sarah Swedburg, Business Development Manager

DATE: August 4, 2022

RE: April – July 2022 Quarterly Staff Report

It has been a busy quarter at the EDC! Over the past month, I have participated in and accomplished the following:

- Brownfields and Redevelopment Conference at Breezy Point
- Legislative Townhall with Representatives Baker and Urdahl and Senator Lang
- MinnWest Technology Campus Tax Abatement presentation to the Willmar City Council; began process to present to Willmar Public School District
- Willmar High School Student Career Fair and Job Expo
- Completion of Elevate, Spring 2022, graduating eight entrepreneurs
- Broadband discussion with Senator Klobuchar's staff
- MAPCED meeting in Little Falls, including tour of Barrett Petfood Innovations production facility
- Willmar Area Chamber of Commerce 5th Grade Dairy Tours
- Broadband Groundbreaking with Charter for projects in New London Township
- Partners in Ag Innovation Conference planning and hosting
- Kandiyohi County American Rescue Plan Act work sessions
- Irving and Roseville Townships meetings for Hawick/Long Lake broadband project with Vibrant
- Real Estate Development Conference in Mankato
- Manufacturing Month planning with Central MN & 6E Region
- EDAM Summer Conference at Grand View Lodge
- Mid-Year Commercial Real Estate Forecast event in Golden Valley
- Frontline Worker Pay videos and translation in partnership with MMDC
- Agriculture and Renewable Energy Committee strategic planning
- Area Development Consultant's Forum in Columbus, Ohio
- Somali translation of Community Business Academy curriculum (nearing completion)
- Three-Township and Four-Township broadband project leadership meetings
- Business Education Network Presentations at Willmar Middle School
- Exploration of software solution for virtual job fairs

- Registration volunteer for Aggie Open Golf Tournament
- EDC Overview with new Market President at United Prairie Bank
- Elevate presentation at Willmar Rotary and with local CPA
- Assisting design of Farm Transfer Classes with Ultimate Ag and Community Ed
- Connecting Entrepreneurial Communities Conference speaker planning
- Norway Lake Picnic and Lake Andrew 150th Celebration – Broadband Presentations
- Spicer EDA meeting
- AURI Industrial Hemp Event at Prairie PROducers in Olivia
- Child Care grant for an existing center through First Children's Finance
- Border to Border Broadband Grant Written and Submitted
- District 3 Commissioner Candidate Forum
- Organizing local match for DEED Child Care Economic Development Grant
- Farmfest
- Community Venture Network
- SWIF Open House
- Elevate Fall 2022 Marketing and Information Sessions

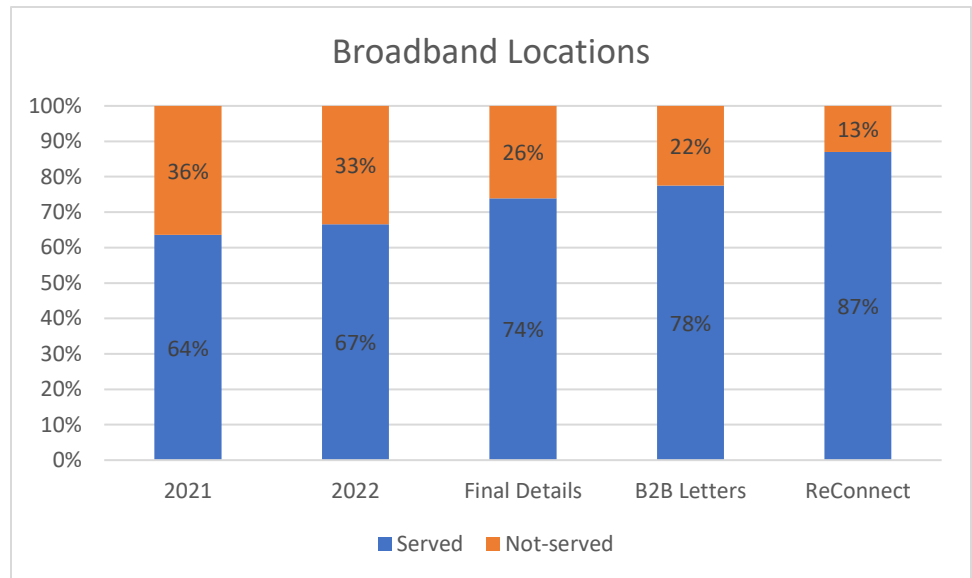
In addition to these activities, I have met with the following prospective and existing businesses for assistance and site visits:

- Prospective salon purchase - business succession
- Site visits with Midwest Indoor Storage – pursuing purchase of building in Willmar
- Business Plan Development with Samantha Louise (coaching and consulting business)
- Prospective New London housing development with local developer
- Location exploration with Jeff Swenson, composite countertop production; located now in Spicer
- Business Plan Development with Glory Bra
- Business registration with Christenson Plumbing LLC
- Assisted Amin Grocery regarding expansion project
- Business Visit with CNH (new warehousing facility in Willmar)
- Assisted with Business Plan Development for Earth Angels Hair Accessories – now open at the Uptown Mall in Willmar
- Business assistance to Chaw's Asian Market
- Location exploration with Smokey's BBQ
- Business Plan Development with Vu Express
- Assisting four Somali truckers with potential loans; has revealed need for Sharia Compliant Sole Proprietor loan product, which is now in development with SWIF
- Building development and funding exploration with existing Spicer business
- Location exploration with a child care center
- Brainstorm with Jessica L Hanson CHt (Willmar Hypnosis)
- Funding exploration with new music recording business
- Business visit with Brunswick (new production facility in Willmar)
- Tour of new Ag Forte Turkey Barn on Highway 12
- Business Plan Development with prospective yoga & self-care business at Uptown Mall
- Business Plan Development with prospective Boba Tea shop at Midtown Plaza

EDC Broadband Update – 8/2/2022

Completing / Completed (672 locations)

1. Prinsburg – Arvig
This project is under construction and is expected to be finished this year and will serve 207 locations.
2. 141st Ave NE – Charter
This project is finished except for the connection across the boat access. Charter is waiting for permits from the State and Federal Government. This will serve 37 locations.
3. 199th Ave NE – Charter
This project is under construction and is expected to be finished this year and will serve 32 locations.
4. 30th Ave NW – Charter
This project is finished and serves 23 locations.
5. Riverwood – Charter
This project has not yet started construction but is expected to be completed this year. This will serve 84 locations.
6. Hawick – Vibrant
This project is complete and serves 60 locations.
7. Long Lake – Vibrant
This project is currently under construction and will serve 229 locations.



Final Details (1612 locations)

8. West Project – Federated
This project is a joint-venture between the EDC Broadband Committee, Federated, Kandiyohi County and Arctander, Dovre, Mamre and St. Johns townships. This project will serve 645 locations if the border-to-border grant is received.
9. Lakes Project – Mediacom
We are currently working out the final details on this project with Lake Andrew and Colfax townships. This project is expected to serve 967 locations.

B2B Letters of Support (797 locations)

10. New London – Charter
This is a fiber to the premise project covering the remaining unserved and underserved portion of New London township along with small amounts in Irving, Burbank and Lake Andrew townships. This project would serve 347 locations.
11. Southeast – Frontier
This is a fiber to the premise project covering Blomkest to Svea, Lake Lillian, Southwest Atwater, South Diamond Lake and some properties north of Atwater. This project would serve 450 locations.

Waiting on Grant (2084 locations)

12. USDA ReConnect – Vibrant
Upon receiving this grant, this fiber to the premise project would serve the majority of locations in Roseville, Burbank, Irving, Harrison, Genessee, Fahlun, Lake Elizabeth and East Lake Lillian townships. This project would serve 2084 locations.

