

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

JOINT OPERATIONS BOARD OF DIRECTORS (OB)

MINUTES

May 11, 2023

Community Room, Heritage Bank, N.A., Willmar and Via ZOOM Video Conference

Present: Art Benson, Jesse Gislason, Les Heitke and Mary Warszynski

Ex Officio: Steve Gardner, Jacob Kolander and Justice Walker

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

Excused: Noah Hultgren and Kelly TerWisscha

Absent: Abdulcadir Gaal

Media: Jennifer Kotila, West Central Tribune

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

Chairperson Art Benson called the meeting to order at approximately 11:12 a.m. and declared a quorum was present.

AGENDA—

IT WAS MOVED BY Mary Warszynski, SECONDED BY Les Heitke, to approve the revised Agenda as presented and the following Consent Agenda:

CONSENT AGENDA

- Approve:
1. Minutes of April 13, 2023
 2. Financial reports as of April 30, 2023
 3. Addition of new committee members:
 - a. Paul Bolle to the Broadband and Advanced Technology Committee
 - b. Chris Radel to the Finance Committee
 4. Payment of invoices over \$2,500:
 - a. Achieve TFC Invoice No. 19-195-23.1 in the amount of \$4,422

- Accept:
- Committee/Subcommittee Minutes
1. Agriculture and Renewable Energy Development 3/16/2023
 2. Broadband and Advanced Technology 4/3/2023
 3. Finance 3/14/2023
 4. Marketing and Public Relations 3/27/2023
 5. Leisure Travel 4/4/2023

MOTION CARRIED.

2023-2026 Strategic Plan. Aaron Backman reviewed with the board the Strategic Objectives, Tactics and Outcomes: 2023-2024 in the 2023-2026 Strategic Plan (see attached).

Housing Development. Sarah Swedburg reported a housing developer working out of Luverne and in Wisconsin that she met at Community Venture Network looks at rural projects. It was noted the EDC has already reached the projected goal of at least 50% of communities in the county being informed of the housing study.

Broadband Development. Swedburg noted broadband remains a priority for the EDC as it has been over the past several years. The Tactics and Projected Outcomes noted are a continuation of work already being done by the Broadband and Advanced Technology Committee. The newly-formed Digital Subcommittee has been meeting and is working with the State to identify access and education gaps in the county. A Minneapolis company just received partial funding to expand into Willmar to teach a coding class. The committee will add supporting digital equity around education to its Projected Outcomes. Swedburg indicated the importance of fiber to the home or farmstead is important, but a mixture of technologies is needed, such as wireless connection to farm equipment for precision agriculture.

Workforce Development. Kelsey Olson reported Tuesday a job and career fair was held at the Willmar Sr. High School. All area schools were invited. New London-Spicer had to drop out at the last minute as they did not have transportation. Warszynski complimented the high school on its event. Olson stated she prepared the DREAM Technical Academy students to participate. A virtual career fair will be hosted by the EDC on May 18. Partners include Meeker, Redwood, Renville and Swift Counties; 37 businesses are currently registered, which includes 25-30% of the former participants. Olson promoted the event on the Open Mic radio show this morning. There are approximately 350 open positions associated with the registered employers.

Child Care Advancement. The EDC is collaborating with other entities and is looking at helping revive the Kandiyohi County Rural Child Care and Innovation Program (RCCIP) group. Backman noted EDC staff has had productive conversations with United Community Action Partnership concerning a shared staff position focusing on childcare. A proposal will be presented to this board at its June meeting. Swedburg indicated they are starting to see some movement on private childcare and conversations have been held with a couple of industries relative to providing childcare. A majority of the first grant applications were looking at adding childcare slots. Olson noted that one provider who quit shared her reasons as being taken advantage of and the impact to her personal home and family. One family provider, who has a C1 license class is looking at adding five slots and would change to a C3 license class and will be hiring her sister to assist. She will have a dedicated space for her childcare and will use grant funds to accomplish that. Providers, especially the newer ones, are being informed of the Elevate Community Business Academy. First Children's Finance offers childcare-specific classes. Discussion was held on providing a living wage to staff. The state is looking at changing to an online permitting process. The EDC will host a childcare recruitment event this summer with Kandiyohi County and United Community Action Partnership.

Business and Industry Development and Workforce Development are also objectives for 2023-2024.

Marketing, Communications and Public Relations. Olson noted she has updated the EDC's marketing flyers and internal documents with a unified look. Redesign of the EDC's website is moving forward, as well as rebranding. She will continue to attend city and township meetings and informed the board that the EDC has been sponsoring lemonade at local community events. Olson has found that communities are in need of funds to host their local events. The EDC receives all newsletter from communities that publish one.

Willmar Lakes Area Convention & Visitors Bureau (CVB) Funding. Backman noted this board's motion last month was presented to the Joint Powers Board, which requested a meeting be held between Beth Fischer, Executive Director of the CVB, and three of its board members, Julie Asmus, Steve Gardner and Roger Imdieke, which was held yesterday. They held a robust discussion on the CVB's marketing, funding, resources and priorities. The group is recommending that rather than a phasing out of funding, the EDC reduce its funding. Gardner noted it was a good, productive meeting and everyone who attended was heard and understood. Fischer clarified at the meeting that the CVB has approximately \$8,000 for use by local communities for special events. Backman indicated that in lieu of \$34,000, the EDC will provide \$25,000, which will be discussed further during the EDC's 2024 budget process.

NEW BUSINESS

BNSF Railway Certification Cost Estimate. Backman reported approximately 335 acres (see map) has been identified for certification by BNSF. Included in the board packets were the following (see attached): Braun Intertec proposal to complete a preliminary geotechnical evaluation at a fee of \$12,575; Bonnema Runke Stern Inc. estimate for an ALTA survey at an estimated cost of \$7,500; Bonnema Runke Stern Inc. invoice for surveying the Nexyst site and easements in the amount of \$2,196.25; Glacial Lakes Environmental Consulting, Inc. for a Phase I environmental site assessment in the amount of \$2,850; and an estimate from Kandiyohi County Abstract & Title Co. for \$12,900 for tract searches of 43 parcels. Backman will present a Council Action Report to the Willmar City Council to consider at its May 15th meeting and request the City approve \$38,000 in reimbursement of these proposals to the EDC from its Willmar Industrial Park fund. Heitke questioned if the county would participate in paying the expenses, which Backman and Gardner will discuss.

IT WAS MOVED BY Jesse Gislason, SECONDED BY Mary Warszynski, to recommend to the City of Willmar that it do the items necessary to complete the BNSF Railway certification and that it reimburse the Kandiyohi County and City of Willmar Economic Development Commission for the proposed expenses related to the certification. MOTION CARRIED.

Justice Walker noted all of the grants obtained to improve the Industrial Park have been very good, as well as the other grants obtained by the City of Willmar. Recent expansions were discussed. BNSF Railway is okay with the utilities that are available and were provided information by John Harren, General Manager of the Willmar Municipal Utilities. Backman noted that if another major user is looking to come in, the utilities will need to be looked at. Walker noted the utility study that was previously discussed was not done as the proposed project did not happen. Walker will have discussions with Willmar Municipal Utilities about future capacity. Backman reported he and

five others from Willmar, along with three MB Rail representatives met in Kentucky last Friday where they had good interactions. Applications for a land use plan and a major subdivision are in process. It is estimated that the closing on the property will be held the end of June or July.

REPORTS

Economic Development Activity. Walker reported Slim Chickens is having some self-inflicted issues with moving forward on its construction. Other projects include the second phase by Kueppers, Paffrath tiny homes project, small housing projects, updating the City's zoning map and many other small projects. TJ Maxx submitted its remodeling plans and plans to open in August. Popeyes Louisiana Kitchen is still coming to Willmar, but is addressing issues on entrances to the property. Jacob Kolander reported on the closing of Coffee & More. Its location is being taken over by Pink Apron Bakery. The construction of 14 duplexes across from Zorbaz will begin by mid-June and Southern Bluff will begin construction of 72 housing units south of United Prairie Bank soon. The City of Spicer has 43 acres on County Road 8 that can be built. Backman reported Trudy Guptill, New London City Administrator, is discussing housing with some developers and Southwest Service Cooperative is looking at building an Educational Learning Center in New London west of the elementary school.

Elevate Community Business Academy. Swedburg reported she continues to facilitate conversations with Elevate graduates. She feels a "finding property 101" class would be beneficial for the graduates, as well as issues that arise in actually opening a business. Pen House Boba, opened by an Elevate graduate, is doing very well. The current Elevate classes are going well with 13 planning to graduate from the English class. They held their elevator pitch contest last night. Graduation will be held June 27 at MinnWest Technology Campus.

Child Care Economic Development Grant. Swedburg reported the EDC's first grant round of forgivable loans were approved in the approximate amount of \$60,000. Tomorrow is the deadline for the May grants. The county held a childcare provider meeting Tuesday night where the providers were given information about the EDC's grants and other activities. The average tenure in childcare is 5-10 years. Grant funds will be used for additional administration capacity and to engage Cheryl Glaeser to facilitate planning with RCCIP. Swedburg provided examples of the information requested in the grant applications. Maximum loans for home providers is \$12,500 and \$40,000 for childcare centers. After the grant is done, EDC staff will gather stories and actively evaluate where the gaps are. It is anticipated that additional grant funds may be available. The EDC requested \$300,000 from the state and received \$200,000; 80% will be used for forgivable loans. The goal is to have five new family providers and expand three centers. The county is 935 slots short and hopes to fill 200 or so of the vacant slots. Several providers may retire in the future and they need to look at long-term decisions.

Main Street Economic Revitalization Program. Swedburg reported the EDC received 41 applications with requests that were almost double the funds available. SWIF requested about \$1 million for the Willmar portion of the program and received \$744,000. The review committee has reviewed the applications and some key due diligence is being done before the applicants are notified. Construction cannot begin until agreements are signed with SWIF. Swedburg provided information on the goals of the projects, including job creation.

COMMITTEE REPORTS

Agriculture and Renewable Energy Development. Swedburg was asked to participate in the Good Food Access Program Advisory Committee and was accepted; she will attend her first meeting this afternoon.

Industrial Hemp. Swedburg continues to work with the European company, which recently visited the area again. She is working with Kandiyohi Power Cooperative on what it can do and the financing it has available through Great River Energy.

Broadband and Advanced Technology. Swedburg reported the committee continues to work on relationship building.

[Kolander was excused from the meeting.]

New Vision Foundation is expanding to rural Minnesota and provides coding and digital literacy classes. It was reported Arctander Township has been looking at bonding; all local financial institutions declined and only one bank submitted a proposal for the broadband bond sale.

Marketing and Public Relations. Olson reported redesign of the EDC's website is moving along. She did a detailed audit of the site and submitted it to Redwood Valley Technical Solutions. They are currently reviewing all of the news posts, which could be updated. VantagePoint Marketing Consultants is looking at holding a renaming exercise with seven people and a rebranding exercise with four people. Olson met with Fischer about the digital passport program being done by the CVB. It highlights dining and community activities. The EDC and CVB will have a joint booth at Farmfest. Olson attended the TigerPath Conference in Hutchinson and will be brainstorming with the Willmar Lakes Area Chamber of Commerce on what can be done locally. She is also helping with childcare grant activities.

Business Retention and Expansion/Recruitment. Backman noted the next committee meeting will be June 14.

Finance. Swedburg reported the Finance Committee approved Chris Radel as a new committee member at its meeting on Tuesday and this board approved him in today's Consent Agenda. Radel has asked to be removed from the EDC's Ag Committee as another staff member of Kandiyohi Power Cooperative serves on that committee.

IT WAS MOVED BY Les Heitke, SECONDED BY Jesse Gislason, to remove Chris Radel from the Kandiyohi County and City of Willmar Economic Development Commission's Agriculture and Renewable Energy Development Committee. MOTION CARRIED.

Swedburg reported she is currently working with a brewery and proposed food truck.

Leisure Travel. Olson reported the committee staffed a booth at the Northwest Sportshow. The committee is determining the top five tourist attractions and scenic attractions for its passport program. The CVB has a Shrp blog featuring visits to the county; some posts are scheduled and shared on social media and website. Local resorts and the county parks are doing well. Olson

announced the camping sites at Sibley State Park are closed for two years to redo the electrical for bigger rigs.

WHAT'S UP.

- Heitke noted the City of Willmar will construct a new floating fishing dock at Rau Park and construction of the new Foxhole Brewhouse is moving along, as well as Heglund Catering's new location.
- Gislason reported the bowling season is winding down at Alley on Ash and the City of Spicer is finishing up its audit.
- Olson encouraged everyone to visit Monson Lake State Park to see the forest wild flowers and tomorrow is childcare provider appreciation day.
- Warszynski reported Employment Plus is wrapping up second interviews for the Willmar Chamber's executive position. They are working with new businesses and putting semi-skilled workers in employment.
- Swedburg reported the Willmar High School had five students in the national speech tournament in Chanhassen and four will be going to Phoenix in June.
- Walker reported the City of Willmar interviewed for a new Finance Director this week for a June start date.
- Gardner reported Kandiyohi County received 13 applications (both internal and external candidates) for the Health and Human Services director position. They will interview seven individuals, none of whom have a public health background. He and Imdieke are the board representatives on the hiring committee. Family Promise is having a grand opening of its shelter at 10 a.m. on June 1 in Old Towne and he attended the ribbon cutting by Habitat for Humanity in New London.
- Chair Benson reported the Rotary discussed the band shell this week and met with the City of Willmar. Funds are coming in for the band shell. Rotary hosted a reveal party for this year's Rockin' Robbin. He and his wife will again host Stingers players this summer, one from Alabama and one from Gustavus Adolphus College.

ADJOURNMENT—There being no business,

IT WAS MOVED BY Les Heitke, SECONDED BY Jesse Gislason, to adjourn the meeting.

The meeting was adjourned at approximately 1:11 p.m.

NEXT MEETING—The next regular board meeting is 11:00 a.m., Thursday, June 8, 2023 at the Community Room of Heritage Bank, Willmar, and via Zoom video conference.

Mary Warszynski, Secretary

APPROVED: 6/8/2023

Art Benson, President



Kandiyohi County & City of Willmar
ECONOMIC DEVELOPMENT COMMISSION

STRATEGIC PLAN



2023-2026

Appendices:

Exhibit A: EDC Strategic Priority Highlights 2022

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Strategic Plan 2023-2026

Background

The Kandiyohi County & City of Willmar Economic Development Commission (EDC) was created under a Joint Powers Agreement in 2003 by the State of Minnesota to promote economic development throughout the county. The EDC provides education, technical and financial assistance to both existing and new businesses. We recruit businesses and new

industries while supporting established ones through customized assistance. We collaborate with many local, state, and national partners to move projects forward, and advocate for communities to support sustainable economic growth. In 2021 the EDC, with partners, began the Elevate Community Business Academy to provide business education and coaching specifically tailored to underserved minority entrepreneurs. This strategic plan will guide the EDC over the next three years and outlines the major goals and supporting strategies that will be pursued for the benefit of Kandiyohi County's businesses, communities and people.

MISSION: To be a catalyst for economic growth of the greater Kandiyohi County Area.

VISION: To provide visionary economic development leadership, creating growth, prosperity, innovation, international competitiveness, and enhanced quality of life.

Process

The EDC has been developing organizational priorities on an annual basis by engaging staff, board members, committee chairs, and others in fact-finding efforts to identify trends, challenges, and opportunities. The planning efforts have been undertaken on an annual basis to accommodate the uncertainties and rapid changes that occurred during and post COVID. Each year, new insights have informed and guided the work of the EDC. While the overarching priority areas have shifted only slightly, the specific strategies have been adjusted each year to accommodate the most urgent needs of businesses and communities in Kandiyohi County.

The EDC selected third-party consultant, Cheryl K. Glaeser, with Achieve Consulting, each year since 2019 to design a process and facilitate a strategic planning session with the outcome of developing a shared vision of success and key strategies. The 2023 planning process began with discussions with EDC staff, as well as interviews with representatives from Mid-Minnesota Development Commission, Ridgewater College, the City of Willmar, Kandiyohi County Commissioners, and the City of New London. Interviewees referenced housing, child care, and workforce shortages as the most critical issues facing Kandiyohi County, noting how strongly intertwined these challenges are. Interviewees also suggested several potential actions that might make the most difference for the future of area businesses, communities, and residents. These actions, combined with those of the planning session participants, helped inform the EDC's strategic plan.

The March 2023, annual planning session revealed priority areas that were also priorities in previous planning sessions. In addition, EDC staff and board members recognize that there is work from previous years that is still in process. These discussions led to the development of this multi-year strategic plan that will guide the work of the EDC throughout 2023-2026, recognizing past goal areas as well as the changing needs of the EDC service area. The EDC will use this plan as a guide to develop specific, measurable tactics each year that align with this plan, address urgent needs, and hold the greatest potential for impact.

EDC Strategic Planning Session Insights (March 16, 2023)

Aaron Backman, EDC Executive Director, welcomed 40 individuals representing EDC staff, Joint Powers and Joint Operations Board members, members from the Agriculture and Renewable Energy Development, Broadband and Advanced Technology, Business Retention & Expansion/Recruitment, Finance and Marketing and Public Relations Committees, and representatives from numerous Kandiyohi County townships, cities, and other local organizations to the planning session held on March 16, 2023.

STRATEGIC PRIORITIES: 2022 HIGHLIGHTS/2023 INSIGHTS

Backman provided an overview of EDC accomplishments in 2022 (see Exhibit A.) A few highlights included:

- Assisting businesses with workforce challenges: Job Fairs and Workforce Solutions Summit
- Supporting three new multi-family housing projects
- Completing a comprehensive housing needs analysis of Kandiyohi County/City of Willmar
- Securing broadband, child care, and other grants totaling \$7.3 million
- Improving marketing and communications by hiring Marketing & Communications Specialist, Kelsey Olson, who led improvements to materials and a redevelopment of the EDC's website
- Completing the Willmar Wye Project
- Graduating 19 students from Elevate Community Business Academy
- Promoting a large agricultural distribution project in the Willmar Industrial Park
- Providing direct business loans totaling \$100,000

INSIGHTS FROM KANDIYOHI COUNTY TOWNSHIPS

Kelsey Olson, Marketing and Public Relations Specialist, provided an overview of the results of a survey completed by 44 individuals representing 25 unique cities and townships. When asked if they felt represented by the work and marketing of the EDC, 61.9% selected YES, 26.2% selected NO, and 11.9% indicated they needed more information (Image 2.1, below/right). The survey also asked respondents to rank potential focus areas for the EDC. Rankings (by weighted averages) were very close with less than two points of variation across the eight potential focus areas (Image 2.1, below, left).

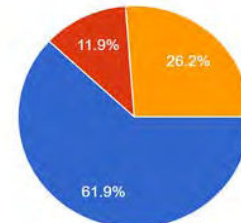
CITY/TOWNSHIP REPRESENTATIVE SURVEY RESULTS

Focus Areas as Ranked (Weighted Avgs)

1. Broadband	(6.02)
2. Workforce	(5.93)
3. Housing	(5.58)
4. Marketing	(5.47)
5. Child Care	(5.37)
6. Agriculture	(5.21)
7. Industrial Development	(5.09)
8. Highway 23	(4.23)

Do you feel represented by the work and marketing of the EDC?

Image 2.1



[44 Responses representing 25 Unique Cities/Townships]

HOUSING STUDY: Analysis, Insights, and Conclusions

Jay Thompson with Viewpoint Consulting Group, shared insights from *its* analysis of housing needs for Kandiyohi County, including all 12 communities within the county. Included in the report are calculations, conclusions and ultimately recommendations on amounts and types of housing needs within the county for the next five years. This includes detailed reports for the largest community in the county, Willmar (21,015 people/2020 census) to Regal, the smallest community, with a population of 43. Key findings and the detailed reports can be found at <https://kandiyohi.com/housing-study/>.

Facilitated Discussion to Establish Priorities

Based on the current priorities and insights shared, participants were asked to reflect on what is working well, what might need to be improved or adjusted, and what might be missing, to help determine priorities for the coming year (Table 5.1). In addition, they reviewed the priorities established for 2022-2023, as well as the EDC accomplishments over the past year.

2023 Planning Session Insights on EDC Efforts		Table 5.1
Working Well: Keep Going!	Potential Improvements	Potential Additions/Changes
<ul style="list-style-type: none"> • Broadband expansion efforts • Elevate Community Business Academy • EDC promotion and outreach (especially to cities, townships, and diverse communities) • Business retention and funding support • Housing and industrial development • Agriculture support 	<ul style="list-style-type: none"> • Continued emphasis on outreach to/collaboration with community EDAs and local government entities across the county • Increased awareness of EDC resources/support • Continued support for child care initiatives • Supporting existing businesses with workforce recruitment and succession planning • Supporting housing growth 	<ul style="list-style-type: none"> • Reframing and supporting interconnected efforts, such as housing, child care, transportation, rural EMS services under “community vitality” • Greater collaboration with Ridgewater College/businesses to develop quality workers • Development of additional industrial lots • Marketing the area as a premier place to live/work

Participants were asked to consider which potential priority areas require the most immediate attention in 2023-2024 by voting for their top three priority areas. Participants ranked the top five (in order of priority voting) as: Housing, Broadband, Child Care, Workforce and Business Support (Retention/Expansion). These priorities have consistently been in the top five across the past four years (Table 5.2), although ranking and strategic objectives have shifted each year based on a variety of factors.

TOP 5 RANKED PRIORITIES FROM PAST FOUR YEARS			Table 5.2
2023	2022	2021	2020
1. Housing 2. Broadband 3. Child Care 4. Workforce 5. Business Support	1. Housing 2. Broadband 3. Child Care 4. Workforce 5. Business Support	1. Broadband 2. Workforce 3. Business Support 4. Child Care 5. Housing	1. Workforce 2. Business Support 3. Child Care 4. Broadband 5. Housing

The consistency of these priorities combined with deeper evaluation of past plans, insights, EDC accomplishments, and discussions with staff, led to the development of overarching strategic goals and objectives for the next three to five years rather than re-establishing strategies for 2023 alone. These goals and objectives combined the most successful efforts of the EDC with potential improvements and/or new focused efforts.

2023-2026 STRATEGIC GOALS AND OBJECTIVES

Housing Development

The EDC will work in collaboration with the Housing Task Force, Kandiyohi County communities, local realtors and developers, and other entities to develop alternative, diverse, and affordable housing options countywide.

Guiding Leaders: EDC staff in partnership with the Housing Task Force

Key Partners: Vision 2040 Housing Task Force, Kandiyohi County HRA, Willmar Area Community Foundation, United Community Action Partnership, Kandiyohi County city representatives, local realtors/developers

STRATEGIC OBJECTIVES

- **Aid cross-agency collaboration by supporting and advancing the efforts of the Willmar Housing Task Force.**
- **Serve as a catalyst for housing planning and development across Kandiyohi County by sharing the housing studies* and support planning-related discussions in partnership with agencies/governmental units. *See page 3**
- **Research and establish programs that support the rehabilitation of existing housing stock and use of under-utilized lots with infrastructure in place across the county.**
- **Research and reimagine innovative and sustainable housing concepts for addressing the most urgent housing needs in Kandiyohi County, based on findings from the 2023 Willmar and Kandiyohi County housing studies.**
 - o Work to develop housing options that fit for seniors now, but can pivot for next-generation use in the future.
 - o Research and share housing options that can grow with families (home design includes the full-sized end-product, but the home can be built in stages as family size and incomes grow).

VISION OF IMPACT: Kandiyohi County is noted as a premier location for quality and affordable housing for all socio-economic status and stages of life.

GOAL: Broadband Development

The EDC will educate, lobby, and collaborate to secure future-proof broadband services through Kandiyohi County.

Guiding Leaders: Broadband and Advanced Technology Committee

Key Partners: Kandiyohi County cities and townships, local and state legislators, and broadband service providers

STRATEGIC OBJECTIVES

- **Collaborate:** Continue to build and support coalitions of Kandiyohi County communities and townships seeking to facilitate the investment in broadband for the benefit of their residents
- **Lobby:** Strive to secure broadband resources by working with local townships, cities, county and state representatives. Support statewide lobbying efforts that enhance policies for broadband expansion.

- **Educate:** Support education and awareness efforts to build a "digitally equitable" Kandiyohi County in which "all individuals and communities have the information technology capacity needed for full participation in our society, democracy and economy" ([National Digital Inclusion Alliance](#)).

VISION OF IMPACT: Kandiyohi County creates equal opportunities for businesses and individuals to participate in the modern, global economy and have equal access to educational, healthcare, and socio-spiritual opportunities.

GOAL: Child Care

The EDC will support private and public partners in addressing the need for available, affordable, and quality child care throughout Kandiyohi County.

Committee: EDC staff works with the Kandiyohi County Rural Child Care and Innovation Coalition (RCCIP) to support and guide these objectives

Key Partners: RCCIP, United Community Action Partnership, Willmar Area Community Foundation, area businesses, local and state legislators

STRATEGIC OBJECTIVES

- Work with RCCIP to establish key strategies and support community and partners efforts
- Increase the awareness of business planning and funding opportunities for new and existing child care providers
- Support Ridgewater College in developing educational systems to support diverse persons working or desiring to work in the child care field

VISION OF IMPACT: The EDC will help improve the state of child care, empower local child care providers, and provide the local workforce with affordable, quality child care.

GOAL: Workforce Development

The EDC will catalyze and support innovative strategies to build a skilled workforce that meets the needs of our local economy and helps individuals reach their full potential through career awareness, training and development.

Guiding Leaders: Workforce Development Subcommittee

Key Partners: Ridgewater College, Central MN Jobs and Training, Mid-Minnesota Development Commission, and area employers

STRATEGIC OBJECTIVES

- **Education and Training:** Support and promote opportunities for individuals to reach their full potential through career awareness, training and development.
 - Promote Ridgewater College as an employer, as well as educational partner to area businesses, students and workers.

- Expand existing and establish new opportunities to educate/train Kandiyohi County's diverse workforce.
- Support Kandiyohi County school programs that expose students to local careers.
- **Business and Community Engagement:** Work with area businesses and community partners to identify and address workforce needs and promote area employment opportunities.
 - Host a bi-annual Workforce Summit to explore best practices, identify workforce challenges, and work together on solutions.
 - Help connect business and education partners seeking to expose students to and prepare them for local career opportunities.
- **Talent Attraction:** Guide collaborative efforts to promote the quality of life and build positive campaigns that attract workers to Kandiyohi County.
 - Expand awareness of local careers through job fairs, social media, and other marketing strategies that showcase the advantages of working/living in Kandiyohi County.

VISION OF IMPACT: The EDC will support business retention and growth by addressing the need for skilled workers through innovative recruitment and training strategies that establish Kandiyohi County as a workforce development leader.

GOAL: Business and Industry Development

The EDC will support existing businesses and industries and foster the growth of new opportunities through awareness, technical support and access to funding.

Guiding Leaders: Business and Industrial Development Committee

Key Partners: Local lenders, lending partners, entrepreneurs, businesses, agriculture organizations and producers

STRATEGIC OBJECTIVES

- **Business Outreach:** Intentional outreach to businesses across Kandiyohi County to identify countywide needs/opportunities, provide awareness of EDC and partner services and support, and share their successes.
- **Finance and Technical Assistance:** Leverage, market, and align the financial resources, loan programs, technical assistance, and community development programs needed to support economic and business growth.
- **Entrepreneurship:** Provide focused support for emerging entrepreneurs and those seeking to operate an existing business through technical assistance and programs, such as [Elevate Community Business Academy](#).
- **Agriculture:** Sustain, identify, and develop agriculture, agribusiness, and renewable energy opportunities through collaborative support of education, awareness, and advocacy efforts that leverage Kandiyohi County's agriculture assets and recruit value-added markets to the county.

VISION OF IMPACT: Kandiyohi County businesses and industries prosper, innovate and are competitive in today's global economy. Our communities recognize and value the important role of its business and industry sectors and understand how the EDC supports their advancement.

GOAL: Marketing, Communications and Public Relations

The EDC will strengthen its brand and build connections that advance its support and services through intentional marketing, outreach, and engagement in communities across Kandiyohi County.

Guiding Leaders: Marketing and Public Relations Committee

Key Partners: City Councils, local economic development groups; Chambers of Commerce, local businesses/community members

STRATEGIC OBJECTIVES

- **Enhance Brand/Visibility:** Position the EDC with updated and consistent branding that enhances its ability to proactively increase awareness of the EDC. Ensure branding aligns with Kandiyohi County and/or other regional branding.
- **Promotion of Kandiyohi County:** Identify and develop a cohesive county message and methods to promote the county as a place to work, start a business, or expand a business.
- **Intentional Messaging and Outreach:** Identify key audiences and develop outreach opportunities and messaging to build relationships and share/gather relevant and important information about Kandiyohi County economic development and the work of the EDC.

VISION OF IMPACT: Kandiyohi County EDC is recognized as a leader in driving economic opportunity, growth, and prosperity in the county, state and beyond.

GOAL: EDC Organizational Development

The EDC will continually evaluate, leverage, and acquire the programs, human and financial resources necessary to serve as the catalyst for economic growth of the greater Kandiyohi County area.

Guiding Leaders: EDC staff and boards

Key Partners: Local lenders, lending partners, entrepreneurs, businesses, agriculture organizations and producers

STRATEGIC OBJECTIVES

- **Staffing:** Ensure the EDC has sufficient talent to support its strategic objectives now and into the future through consideration of additional staff and succession planning for key positions, including the Executive Director.
- **Organizational Structure:** Strategically assess and align the leadership needed to implement the EDC Goals and Objectives over the next three to five years and beyond. This may include restructuring committees, determining the strengths needed to guide and support the work of each committee, and working to engage the right people and adequate resources.
- **Financial Resources:** Continually determine needs and seek to acquire the financial resources to support the work of the EDC and Kandiyohi County economic development through grant opportunities, levy requests, and other funding opportunities.
- **Partnerships:** Accelerate collaboration among Kandiyohi County public and private entities to elevate regional thinking/approaches.

VISION OF IMPACT: Kandiyohi County EDC is positioned to serve as a leader in driving economic opportunity, growth, and prosperity in the county, state, and beyond.

Strategic Objectives, Tactics and Outcomes: 2023-2024

The goals and strategic objectives above are established to guide the EDC's efforts over the next three to five years. The EDC will annually determine the specific objectives and tactics that are most urgent and/or have the greatest potential impact. Below are the 2023-2024 strategic objectives and tactics that the EDC will pursue.

Housing Development 2023-2024

TACTICS

1. Share housing studies with communities and entities throughout Kandiyohi County.
2. Outreach and discussion with at least 50% of incorporated communities in the county via city council, economic development, or other community gatherings.
 - Participate in follow-up discussions regarding specific housing opportunities for at least three communities.
 - Help interested communities evaluate and improve zoning requirements to allow expanded opportunities, such as accessory dwelling units, smaller lot sizes, and other innovative solutions.
3. Work with communities to explore opportunities and resources for maximizing the use and quality of existing housing stock.
 - Work with developers/property owners to incentivize rehabilitation of existing stock.
4. Provide support to and awareness of the Willmar Housing Task Force as they study and determine the features of a countywide, public-private housing development coalition that would best serve the interests of all Kandiyohi County cities.

PROJECTED OUTCOMES

- At least 50% of communities in the county are informed through housing study data.
- At least three communities receive focused support to plan for specific housing opportunities.
- At least two communities/developers explore programs to help rehabilitate existing housing stock.

Broadband Development 2023-2024

TACTICS

1. Facilitate collaborative efforts related to recent grant funding for broadband efforts in the county (i.e., Border-to-Border Grant projects, Line Extension Grant, etc.).
2. Provide information and awareness to communities, townships, and residents on how these efforts apply to them and determine potential needs for education/training.
3. Continue to support the execution of broadband initiatives occurring in Kandiyohi County.

PROJECTED OUTCOMES

- Support of broadband projects currently in process/funded and/or awaiting funding notifications and development (serving a total of nearly 4,500 locations).
- Speed maps reflect 50% of Kandiyohi County at 100 Mbps down/20 Mbps up.
- Communities have begun to identify educational/training needs to advance broadband use.
- Equal access to education, healthcare, business, and spiritual opportunities is advanced.

Workforce Development 2023-2024

TACTICS

1. Expand awareness of local careers by supporting at least two job fairs and highlighting workforce opportunities on the EDC website.
2. Work with schools and businesses to expose at least 200 high school students to various businesses and industries in Kandiyohi County.
3. Build an employment/workforce resource web page that showcases the workforce advantages in the County (i.e., cost of living; amenities).
4. Work with area businesses and supporting organizations to develop strategies for retaining, recruiting, and/or planning for the succession of leaders.

PROJECTED OUTCOMES

1. At least 100 individuals and 40 businesses participate in virtual and in-person job fairs.
2. At least 200 high school students indicate that they are more aware of career/work opportunities in Kandiyohi County.
3. A new web page is underway to showcase workforce advantages of Kandiyohi County.
4. At least one collaborative discussion takes place regarding opportunities to assist businesses with employee recruitment, retention or succession.

Child Care Advancement 2023-2024

TACTICS

1. Explore opportunities for collaboration around shared positions to support child care efforts.
2. Determine if a child care development project coordinator position may be needed to shepherd collaborative efforts and if yes, help assess how to fund/structure the position.
3. Support the RCCIP in planning to establish key strategies for addressing child care needs and determine the role of the EDC in supporting these efforts.
4. Assist with a revolving strategy for funding census innovation to be ready for census years.

PROJECTED OUTCOMES

- Community partners have a unified vision and strategies for addressing child care and census needs over the next two to three years.
- Engaged organizations are positioned with the capacity required to coordinate efforts.

Business and Industry Development 2023-2024

TACTICS

1. Continued outreach in Kandiyohi County leads to supporting at least three businesses that have not utilized EDC technical assistance and/or lending services in the past.
2. Expanded outreach increases the total amount of loan funds provided to support the growth/expansion of Kandiyohi County businesses.
3. Enhance and expand the Elevate Community Business Academy by designing the program to also accommodate Somalian entrepreneurs and by increasing the number of participants.
4. Work with agricultural organizations to host and/or support informational session(s) regarding Minnesota's climate legislation/plans.

PROJECTED OUTCOMES

- At least five businesses that have not utilized EDC technical assistance and/or lending services in the past, are supported through technical assistance and/or loan funds.

- The total amount of loan funds distributed by the end of 2023 increases by at least 10% over the previous year.
- Elevate program increases the total number of program students by at least 25% and works to accommodate Somalian entrepreneurs in 2024.
- Informational session(s) inform at least 200 individuals from organizations across the county/region.

Marketing, Communications, and Public Relations 2023-2024

TACTICS

1. Complete updating of the EDC brand/logo/website while ensuring alignment/consistency with other applicable county rebranding efforts.
2. Provide regular and relevant content through social media and a newsletter.
3. Advance outreach efforts in rural cities and townships through invitations to EDC events/meetings and participation in events throughout the county.
4. Develop an activity calendar for the EDC website that links existing economic/workforce development activities/resources.

PROJECTED OUTCOMES

- The EDC is better positioned with a new identity that presents a memorable impression and helps convey the value of the EDC.
- Businesses and community advocates are better informed of the work of the EDC and key economic trends and workforce activities through advanced communications and outreach.

EDC Organizational Development 2023-2024

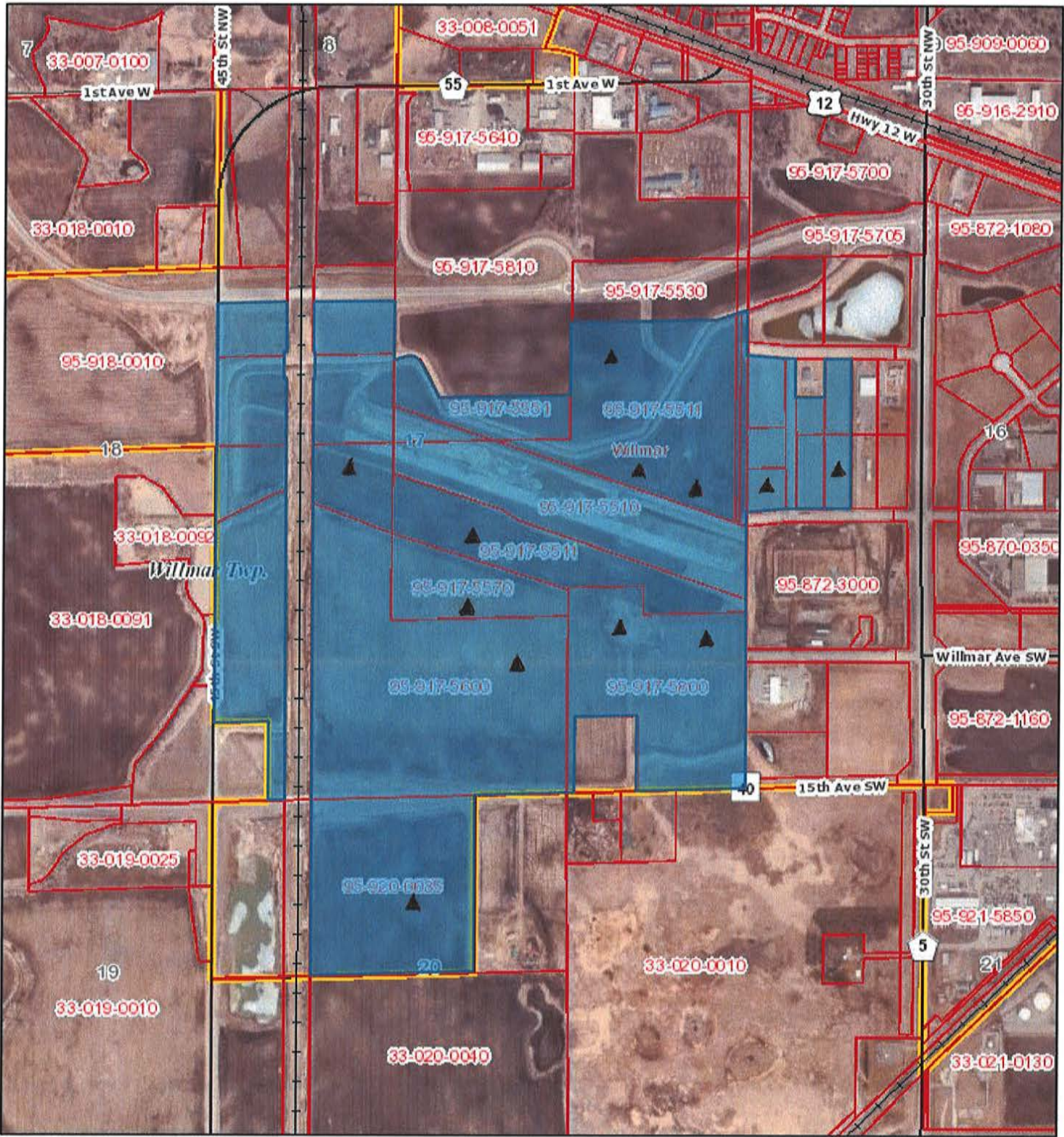
TACTICS

1. Support staff by providing professional development opportunities to advance skills and knowledge.
2. Restructure committees to align with strategic planning goals and staffing efficiencies.
3. Exploration and planning of near-term staffing needs and discussions with potential partners for shared positions.
4. Determining and acquiring resources to support additional staff, if need is determined.
5. Developing and updating job descriptions, roles, and responsibilities.

PROJECTED OUTCOMES

- Committees best support organizational goals and objectives.
- EDC boasts staff with the expertise and capacity to effectively meet the needs of those they serve.

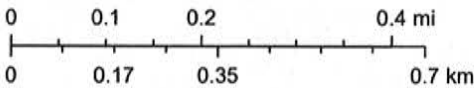
Willmar Industrial Park - BNSF Certification Area (Appx 335 Acres)



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|----------------|---------------------|--------------|
| —+— Railroad | — County | City Limits |
| Township Roads | — County Gravel | Lines |
| US | — County | Labels |
| State | US & State Highways | Labels |
| — Township | — US | Parcels |
| County Gravel | — State | Waters-Lakes |



May 8, 2023

Proposal QTB177725

Mr. Aaron Backman
Kandiyohi County and City of Willmar EDA
222 20th Street Southeast
Willmar, MN 56201

Re: Proposal for a Preliminary Geotechnical Evaluation
Willmar Industrial Park – BNSF Certification Area
County State Aid Highway 40
Willmar, Minnesota

Dear Aaron:

Braun Intertec Corporation respectfully submits this proposal to complete a preliminary geotechnical evaluation for the referenced site.

Project Information

Per our discussion, we understand the City of Willmar is marketing this site for potential rail development. A preliminary geotechnical evaluation will be provided as part of the site information for potential developers.

Purpose

The purpose of our preliminary geotechnical evaluation will be to characterize subsurface geologic conditions at selected boring locations, evaluate their impact on potential development and provide preliminary geotechnical recommendations addressing potential impacts.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs, it appears that an all-terrain vehicle (ATV) drill rig will be necessary for accessing the soil boring locations. We assume there will be no cause for delays in accessing the boring locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the boring locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective boring locations, as selected by the City of Willmar, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information, if its available.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the boring locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill 12 standard penetration test borings on the site, extending them to a depth of 20 feet each. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our boring locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 240 linear feet of borings with grout.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 10 moisture content tests, 3 mechanical analyses (through a #200 sieve only), and 2 Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

Report

We will prepare a report including:

- A sketch showing the boring locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 weeks following receipt of written authorization
- Field exploration – 2 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration

- Final report submittal – within 2 to 3 weeks following completion if the field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$12,575. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Thayer at 320.980.3187 or sthayer@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Steven A. Thayer, PE
Business Unit Manager, Senior Engineer



Joseph C. Butler, PE
Business Unit Leader, Senior Engineer

Attachments:
General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



Bonnema Runke Stern Inc.

Professional Land Surveyors

4566 Hwy 71 NE - Suite 1
Phone: (320) 231-2844

Willmar, MN 56201
info@BRSSurveys.com

Estimate for Surveying Services

May 2, 2023

For: Aaron Backman

Kandiyohi County & City of Willmar EDC

ALTA Survey of BNSF Certification Area

Project Description: ALTA Survey of the proposed BNSF Certification site located in Sections 17 & 20, T119N-R35W, Kandiyohi County, MN.

This estimate includes ALTA Table A items 1, 3, 4, 5, 8 and 11a. It also includes drafting a Certificate of Survey showing the dimensions and results of the survey.

Estimated Amount: **\$7,500.00**



This estimate is for the work described above. This estimate does not include extra time required for the resolution of title problems or boundary conflicts. Any additional work will be performed at an additional fee.

We should be able to begin our work in approximately 1-1½ weeks after being notified to proceed. If you would like us to proceed, we ask that you would sign this quote below and return it to us.

If you have any questions regarding this estimate please feel free to give us a call.

Thank you for considering us to be of service to you.

Sincerely,

Matthew Runke - Land Surveyor
BONNEMA RUNKE STERN INC.

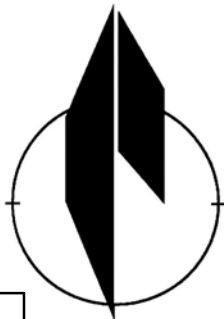
Client Signature

Please Proceed with the above Survey

Signed _____

Date _____

Invoice Date **5/9/2023**



Bonnema Runke Stern Inc.
Professional Land Surveyors

4566 Hwy 71 NE, Suite 1
Willmar, Minnesota 56201

Phone : 320-231-2844

CLIENT

Kandiyohi County & City of Willmar
EDC
222 20th St SE
Willmar, MN 56201

PROJECT DESCRIPTION

See Project Description Below

Job Number : **23-211**

Terms : **Net 30**

Location : **Nexyst Site**

QUANTITY	RATE	DESCRIPTION	AMOUNT
13	105.00	Licensed Professional Land Surveyor	1,365.00
4	75.00	Office Technician (Comps, Research & Drafting)	300.00
4.25	125.00	Survey Field Technician	531.25
PROJECT DESCRIPTION: Survey of the proposed Nexyst Site located in Section 17, T119N-R35W, Kandiyohi County, Minnesota. Includes preparing 4 different layouts of the proposed parcel & easements. Also, includes preparing a Land Description and Survey for the Early Access Agreement.			

Thanks for allowing us to be of service!!

We encourage you to remit your payment promptly! An 18% annual finance charge will be applied to your account once the due date has passed (computed from the Invoice Date listed at the top of the page). We will be pursuing court action, at the expense of the client, approximately 90 days after this statement has been billed if it remains unpaid, or we will turn your account over to a collection agency. Thanks

Type of Survey: Prop

DUE DATE : 6/8/2023

Lien Date:

Project Total: \$2,196.25

Pre-Paid Amt:

Bal Due after Pre-Pay



May 4, 2023

Aaron Backman
Executive Director
Kandiyohi County and City of Willmar EDC
PO Box 1783
Willmar, Minnesota 56201

**Re: Phase I Environmental Site Assessment Proposal, Approximately 335-Acre BNSF
Certification Area, Willmar Industrial Park, Willmar, Minnesota**

Dear Mr. Backman:

This letter and attachments represent *Glacial Lakes Environmental Consulting, Inc.'s* (GLEC) proposal to conduct a Phase I Environmental Site Assessment of the approximately 335-acre parcel located in the Willmar Industrial Park proposed as the Burlington Northern Santa Fe Certification Area (**Property**). We have attached the map provided by the Kandiyohi County and City of Willmar Economic Development Commission (Kandiyohi County and City of Willmar EDC) that depicts the area of the **Property** as that shaded in blue. It is our understanding that the **Property** consists of multiple parcels that have historically been occupied by vacant agricultural cropland, airport runways, and a farmstead.

In general, a Phase I ESA is comprised of researching historical uses of the **Property**; conducting a reconnaissance to evaluate current uses and the condition of the **Property**; searching a regulatory database to review government environmental records for the **Property** and surrounding area; and conducting interviews with owners, occupants, and/or local agency officials. Upon completing these tasks, a report summarizing the information obtained will be completed. Sampling of any sort is not part of a standard Phase I ESA. Please carefully read the attached **PHASE I ENVIRONMENTAL SITE ASSESSMENT SCOPE OF SERVICES**. As noted on Page 5 of the Scope of Services, specific information pertaining to the **Property** is required of the User (Kandiyohi County and City of Willmar EDC) to successfully complete the Phase I ESA process.

The Scope of Services and cost estimate are based on information that you provided to GLEC. If the attached scope of services does not change, the Phase I ESA will be conducted for a fixed amount of \$2,850.00. GLEC will begin the Phase I ESA process following the receipt of the signed proposal and professional services agreement (PSA). It is our understanding the Phase I ESA report will be completed within 30 to 60 days from the date of this proposal.

If a reliance letter for the completed Phase I ESA is required for any entities other than the intended User (Kandiyohi County and City of Willmar EDC) noted in this proposal, GLEC will provide them for an amount of \$400.00 per additional user. Also, if additional authorized services are necessary, they will be provided in accordance with the terms and conditions in the attached Professional Services Agreement (PSA).

If this entire agreement is acceptable, please sign and return the signature pages for the proposal and PSA and return them to me via email (tterhaar@gl-ec.com) or fax (866-313-1692). Please call me at 320-905-5846 if you have any questions.

Sincerely,

Glacial Lakes Environmental Consulting, Inc.



Todd Terhaar
Project Manager

Attachments: Scope of Services - Phase I Environmental Site Assessment
Professional Services Agreement
Willmar Industrial Park Map

The undersigned in an authorized representative of TNC, and having read the attachments, authorizes ***Glacial Lakes Environmental Consulting, Inc.*** to proceed in accordance with the terms and conditions of this proposal and agrees to be responsible for payment.

Date

Client Name

Authorized Signature

Title



SCOPE OF SERVICES

PHASE I ENVIRONMENTAL SITE ASSESSMENT

INTRODUCTION

Glacial Lakes Environmental Consulting, Inc. (GLEC) will conduct the Phase I Environmental Site Assessment (Phase I ESA) in general conformance with ASTM Standard Practice E 1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process).

The purpose of this practice is to define good commercial and customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the “landowner liability protections,” or “LLPs”). Note that controlled substances are not included within the scope of this standard. However, persons conducting an environmental site assessment as part of an EPA Brownfields Assessment and Characterization Grant awarded under CERCLA must include controlled substances as defined in the Controlled Substances Act within the scope of the assessment investigations to the extent directed in the terms and conditions of the specific grant or cooperative agreement.

The goal of the processes established by this practice is to identify *recognized environmental conditions* in connection with the subject property. As stated in ASTM Practice E 1527-21, “The term *recognized environmental condition* means the (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment. A *de minimis* condition is not a recognized environmental condition.”

Although not its intended use, it is common for the Phase I ESA to be utilized as a tool to evaluate business risk associated with a property. Certain environmental conditions, such as asbestos-containing building materials, PCB-containing building materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, biological agents, and mold may exist on the subject property, yet an evaluation into their presence or lack thereof is beyond the ASTM E 1527-21 standard scope of services.

This Phase I ESA will be conducted according to the ASTM E 1527-21 standard scope of services and therefore will not include evaluating the property for environmental conditions not included in the range of contaminants within the scope of CERCLA and petroleum products. If an evaluation into such non-scope environmental condition(s) is desired, a modified scope of work and associated cost estimate can be completed.

SCOPE OF SERVICES

The Phase I ESA will be completed in a series of tasks that include research into historical land use activities on the subject property, a review of government environmental records, on-site observations of the buildings and the land surface at the subject property, interviews, and a written report. A detailed scope of services follows.

Records Review

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the property. Records information will be reviewed from standard sources, including government environmental records, which are reasonably ascertainable from those standard sources. Reasonably ascertainable records include information that is publicly available, information that is obtainable from its source within reasonable time and cost restraints, and information that is practically reviewable.

For purposes of reviewing regulatory records, an inquiry will be submitted to an environmental database managing company for a file search of identified sites within their respective minimum search distance from the subject property. As required by the ASTM Standard, the following federal and state records will be reviewed to evaluate potential environmental impacts on the subject property:

Federal Records

- NPL National Priorities List (Superfund) Site Database
- RCRA CORRACT Corrective Action facilities under RCRA (Resource Conservation and Recovery Act)
- NPL Delisted Delisted National Priority List Site Database
- CERCLIS Comprehensive Environmental Response, Compensation, and Liability Information System Database
- NFRAP CERCLIS – No Further Remedial Action Planned
- RCRA TSD Hazardous Waste Treatment, Storage, and Disposal Facilities
- RCRA GEN Licensed Generators of Hazardous Waste
- ERNS Emergency Response Notification System Database
- Federal IC/EC Federal Brownfields Program Database and Institutional/Engineering Controls Database

State Records

- State/Tribal Sites State/Tribal Equivalent NPL and CERCLIS Database
- State/Tribal VCP State/Tribal Voluntary Investigation and Cleanup Program Database
- State/Tribal Brownsfields State/Tribal Brownfields Program Database and Institutional/Engineering Controls Registry
- State/Tribal SWL State/Tribal Permitted Solid Waste Disposal Facilities Database
- State/Tribal LUST State/Tribal Leaking Underground Storage Tank Database
- State/Tribal UST/AST State/Tribal Registered Underground Storage Tank and Aboveground Storage Database
- State/Tribal IC/EC State/Tribal Institutional/Engineering Controls Database

Please note that detailed regulatory file review of any of the sites identified on the above databases is outside the scope of this assessment and may be recommended as part of a Phase II ESA.

In addition to the regulatory review, research into historical land use activities on and near the subject property will be conducted. At a minimum, available public domain aerial photographs, insurance maps, published city directories, and geologic publications will be reviewed. Please note that only those sources that are reasonably ascertainable and practically reviewable as defined in the ASTM Standard will be utilized.

Site Reconnaissance

An environmental professional of GLEC will travel to the subject property to visually and physically inspect the buildings, land surface, and adjacent properties. The GLEC representative will observe the subject property and immediate vicinity in an attempt to identify the following:

- Current layout of the subject property
- Current and past uses of the subject property
- Current and past uses of adjacent properties
- Physical setting of the subject property and surrounding area
- Current and past water supply and sewage disposal systems
- Current or past uses of hazardous substances and/or petroleum products
- Current or past presence of aboveground storage tanks or underground storage tanks
- Presence of any obvious odors
- Presence of surface water, pools, and/or sumps
- Current or past presence of drums or containers
- Stained soil and/or stressed vegetation

Interviews

Interviews will be conducted with a key site manager as defined by the ASTM Standard to obtain information indicating recognized environmental conditions in connection with the subject property. In addition, interviews with past owners, operators, and occupants of the subject property who are likely to have material information regarding the potential for contamination at the subject property shall be conducted to the extent that they have been identified and that the information likely to be obtained is not duplicative of information already obtained from other sources. Also, in cases where the subject property is abandoned with evidence of unauthorized uses or uncontrolled access, interviews shall be conducted with at least one owner or occupant of neighboring properties. Finally, an interview shall be conducted with a state and/or local government official who may have knowledge of past and present land use activities. Once again, the intent of conducting the interviews is to gather as much information on past land use activities as possible in order to identify any recognized environmental conditions in connection with the subject property.

Report

A qualified environmental professional from GLEC will oversee the completion of the Phase I ESA report so as to describe all services performed in sufficient detail to permit another party to reconstruct the work performed. The report will have a Findings section that identifies those features, activities, uses, and conditions that, in the judgement of GLEC, may indicate the presence or likely presence of hazardous substances or petroleum products at the subject property. The report will identify significant data gaps in the Findings section of the report. The resources and/or sources of information that were consulted to address the significant data gaps shall also be identified in the report. The report will include GLEC's opinion(s) and supporting rationale regarding the likely impact to the subject property from features, activities, uses, and conditions identified in the Findings section. The opinions will include GLEC's rationale for concluding that the finding is or is not a recognized environmental condition, controlled recognized environmental condition, historical recognized environmental condition, or de minimus condition. Finally, the report will have a Conclusions section that lists all the recognized environmental conditions (including controlled recognized environmental conditions) and significant data gaps connected to the subject property.

RESPONSIBILITIES OF THE USER

Upon granting authorization to proceed with the Phase I ESA, the User must provide certain information to facilitate the completion of the Phase I ESA. In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “Brownfields Amendments”), the user must conduct the following inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete.

- (1.) Environmental liens that are filed or recorded against the subject property (40 CFR 312.25).**
Did a search of land title records (or judicial records where appropriate, see Note 1 below) identify any environmental liens filed or recorded against the subject property under federal, tribal, state or local law?
NOTE 1 – In certain jurisdictions, federal, tribal, state, or local statutes, or regulations specify that environmental liens and AULs be filed in judicial records rather than in land title records. In such cases, judicial records must be searched for environmental liens and AULs.
- (2.) Activity and land use limitations that are in place on the subject property or that have been filed or recorded against the subject property.**
Did a search of land title records (or judicial records where appropriate, see Note 1 above) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded against the subject property under federal, tribal, state or local law?
- (3.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).**
Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
- (4.) Relationship of the purchase price to the fair market value of the subject property if it were not contaminated (40 CFR 312.29).**
Does the purchase price being paid for this subject property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the subject property?
- (5.) Commonly known or reasonably ascertainable information about the subject property (40 CFR 312.30).**
Are you aware of commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,
 - (a.) Do you know the past uses of the subject property?
 - (b.) Do you know of specific chemicals that are present or once were present at the subject property?
 - (c.) Do you know of spills or other chemical releases that have taken place at the subject property?
 - (d.) Do you know of any environmental cleanups that have taken place at the subject property?
- (6.) The degree of obviousness of the presence of likely presence of contamination at the subject property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**
Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of releases at the subject property?

Although not required by the ASTM Standard, the following list of additional information would be helpful in conducting the Phase I ESA promptly and accurately:

- Property address(es)
- Building occupants with business description
- Any matters of confidentiality
- Building specifications and as-builts
- Subject property surveyed drawings



Professional Services Agreement

This Agreement, made on the 4th day of May 2023 by and between Glacial Lakes Environmental Consulting, Inc. hereinafter ("Contractor"), a Minnesota corporation with principal office located 76941 145th Street, Sacred Heart, MN, 56285, and the Kandiyohi County and City of Willmar Economic Development Commission, PO Box 1783, Willmar, MN 56201, hereinafter ("CLIENT"), with project site located in the Willmar Industrial Park in Willmar, Minnesota.

The parties to this Agreement in consideration of the mutual covenants and understandings contained herein, agree as follows:

I. SCOPE OF SERVICES

Contractor shall perform engineering and consulting services at the Project Site according to the provisions of this Agreement and such other proposals, quotations, purchase orders and other addenda which the parties may from time to time incorporate into the Agreement. Contractor shall not perform services in excess and beyond the scope of this Agreement unless CLIENT shall specifically direct such services.

II. COMPENSATION

CLIENT agrees to pay Contractor for services performed in accordance with the Schedule of Fees provided in the proposal, quotation, purchase order or other addenda attached to this Agreement, or as the parties shall agree from time to time. A statement of the estimated cost for services is not a firm figure unless stated as such. If there is no other agreement, CLIENT shall pay for services according to Contractor's most current Schedule of Fees.

Cost estimates are based upon the best judgment of the requirements known at the time of the proposal and may be influenced by CLIENT needs as well as unforeseen circumstances. Contractor will perform its services within the estimated costs to the extent practicable and will notify the CLIENT in advance of material variances in excess of twenty (20) percent.

III. INVOICES AND PAYMENTS

CLIENT agrees to pay all invoices upon receipt. Invoices not paid within thirty (30) days are subject to interest at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law. Contractor may, after giving written notice suspend services without liability until CLIENT has paid in full all amounts due for services rendered and expenses incurred, including interest or past due accounts. In the event CLIENT fails to pay Contractor within sixty (60) days following the invoice date, Contractor may consider the default a total breach of the Agreement, and may, at its option, terminate all of its duties without liability to CLIENT or others.

IV. TAX AND FEES ON SERVICES

CLIENT agrees to pay the amount of any tax, license, or other fee (local, state or federal) that may be imposed on the provision of services under this Agreement. CLIENT also agrees to pay the cost of all permits required to complete the provision of services under this Agreement.

V. ACCESS

CLIENT grants to Contractor and its subcontractors the authority and permission to enter the Project Site where services are to be performed. It is recognized and understood by CLIENT that the investigation of the Project Site by drilling, borings, excavation, etc., involves an inherent risk and may alter the existing site condition as well as affect the environment in the Project Site area. Contractor will take reasonable precautions to minimize damage to the Project Site. Contractor, however, has not included the cost of restoration for damage resulting from the provision of services in the estimated charge for services. Contractor will not be liable for said costs or damages. The cost for restoration and returning the Project Site to its original condition is the responsibility of the CLIENT. If the CLIENT directs, Contractor will restore the Project Site and add the cost of restoration to the charge for services.

VI. CONTRACTOR RESPONSIBILITIES

A. Contractor represents that it is licensed and authorized to work in the State of Minnesota.

B. Contractor represents that it is engaged in the business of consulting and engineering with regard to environmental investigations.

C. The performance of services under this Agreement shall meet current scientific and engineering standard in effect in the industry at the time the services are performed. There services shall be carried out with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in the same locality.

D. Contractor provides no other representations to CLIENT, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

VII. CLIENT RESPONSIBILITIES

A. CLIENT agrees to provide Contractor with all known information regarding the existing and proposed condition of the Project Site. CLIENT will provide Contractor with any new information as such information becomes available. CLIENT warrants the completeness and accuracy of information supplied to Contractor and acknowledges the contractor is relying upon such information in the performance of services under this Agreement.

B. CLIENT shall notify Contractor of any known potential or possible health or safety hazards or condition existing on or near the Project Site prior to the commencement of services under this Agreement.

C. CLIENT shall correctly show on plans or surveys furnished to Contractor, the location of all subsurface structures, such as pipes, tanks, cables, and utilities. CLIENT agrees to indemnify and hold harmless Contractor, its officers, directors, agents, employees, and subcontractors, from and against all claims, damages, losses and related expenses involving subsurface structures.

D. CLIENT shall be fully responsible for the cooperation and safety of its employees during the provision of services under this Agreement.

E. CLIENT shall be fully responsible for the reporting of any environmental matters to the proper federal, state, and local regulatory authorities as may be required by law.

F. CLIENT recognizes that environmental, geological, hydrogeologic, and geotechnical conditions at the Project Site may vary from those encountered during the provision of services under this Agreement. The accuracy of services relating to specific tests (e.g., a specific soil boring) may not represent conditions a short distance away. CLIENT acknowledged that the use of tests, calculations, analyses, methods, and procedures are in a constant state of refinement by regulatory agencies and advancements in the field. Further, the provision of services relating to contamination or hazardous waste conditions is subject to changing and evolving standards. CLIENT recognizes that projects involving hazardous substances or contaminated materials may not perform as anticipated or may be subject to government regulations that require the achievement of results not contemplated by CLIENT or which cannot be accomplished under current conditions.

VIII. SAMPLES

Contractor shall retain soil, rock, water, and other samples from the Project Site for a period of thirty (30) days following analysis. The samples will be discarded or returned to CLIENT at Contractor's discretion, unless CLIENT requests specific disposition at CLIENT's cost and expense.

IX. REPORTS

Unless otherwise directed, Contractor will provide one copy of each report documenting the provision of services herein to the CLIENT. All reports, notes, logs, field data, tests, laboratory analyses, calculations, and other documents instruments of service herein, shall remain the property of Contractor. The use of documents prepared by Contractor shall be limited to the defined scope of services identified in the Agreement. Any other use or reuse shall be at CLIENT's sole risk and CLIENT agrees to indemnify, defend, and hold harmless Contractor, its officers, directors, agents, employees, and subcontractors for all claims, damages, and expenses arising out of such other use. If CLIENT does not pay for Contractor's services, CLIENT agrees that all reports and other work will be returned to Contractor and will not be used by CLIENT for any purpose whatsoever.

X. CONFIDENTIALITY

The parties shall not release any information concerning services under the Agreement except with the express prior authorization of the other party. Contractor, upon the request of CLIENT shall execute reasonable and customary confidentiality agreements furnished by CLIENT. CLIENT agrees that Contractor may use and publish CLIENT's name and a general description of services provided in describing Contractor's experience and qualifications to other clients or potential clients.

XI. INSURANCE

Contractor shall maintain (1) Workers' Compensation and employee's liability insurance coverage in accordance with statutory requirements, and (2) comprehensive general and automobile liability insurance coverage. Contractor will furnish a certificate of insurance upon request. If CLIENT requests increased or additional insurance coverage, Contractor will purchase such coverage, if obtainable, at the sole cost and expense of CLIENT.

XII. LIMITATION OF LIABILITY

The liability of Contractor, its agents, and subcontractors, for claims of loss or damage in the performance of services under this Agreement, shall not exceed 100% of the compensation received by Contractor as its professional fee under this Agreement. In no event shall the parties hereto or their agents and representatives be liable for special, incidental, consequential, or penal losses or damages, including but not limited to delay, loss of use, loss of profits, loss opportunity, loss of product, or revenue or cost of capital. The CLIENT agrees to indemnify, defend and hold Contractor and its agents and representative harmless from and against all claims, losses, damages, costs, and liabilities arising out of or in any way connected with the presence, discharge, release, or escape of any hazardous substance, hazardous waste, pesticide, toxic substance, pollutant, or contaminant at or under the Project Site before, during or after the provision of services under this Agreement.

XIII. TIME BAR TO LEGAL ACTION

All legal actions be either party against the other for any claim, loss, damage, liability, or cost for breach of this Agreement shall be barred within six (6) months from the time the claim arose, or, within one (1) year from the completion services by Contractor, whichever is earlier. In no event shall Contractor be liable unless CLIENT has notified Contractor within thirty (30) days of the discovery of the claim, loss, Or damage.

XIV. INDEPENDENT CONTRACTOR

The relationship of Contractor to CLIENT is that of an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association.

XV. ENTIRE AGREEMENT

This Agreement constitutes the final and complete agreement between the parties and supersedes all prior agreements, representations, and negotiations, whether written or oral. In no event shall the preprinted terms or conditions stated on any CLIENT purchase or work order be considered an amendment or modification of this Agreement. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

XVI. ASSIGNMENT

Neither party to this Agreement shall assign the duties and obligations hereunder without the written consent of the other party. The use of subcontractors shall not constitute an assignment by Contractor.

XVII. SEVERABILITY AND WAIVER

If any section, subsection, sentence or clause of this Agreement is adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect the legality validity or enforceability of the Agreement as a whole or any other section subsection, sentence, or clause. The waiver of any provision contained in this Agreement by any parties shall not be construed as a waiver of any other provision of the Agreement.

XVIII. FORCE MAJEURE

Contractor will have no liability for any failure to perform due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fires, flood, explosions, acts of nature, acts of government, delays in transportation, or inability to obtain material or equipment.

XIX. TERMINATION

This Agreement may be terminated by either party in whole or in part and at any time, with or without cause, upon ten (10) days' written notice. In the event of such a cancellation, Contractor shall be entitled to payment of work or services performed.

After receipt of a notice of cancellation, and except as otherwise directed, contractor shall:

- A. Discontinue the provision of services under this Agreement to the extent specified in the notice of cancellation.
- B. Cancel all orders and subcontracts to the extent that they relate to the performance of services canceled by the notice of cancellation.
- D. Complete performance of such services as shall not have been canceled by the notice of cancellation.

XX. NOTICES

All notices which are required under this Agreement shall be mailed or delivered to the parties as identified in the introduction of this Agreement, or as otherwise directed by the parties.

XXI. GOVERNING LAW

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, construction, validity, and performance of this Agreement.

XXII. COUNTERPARTS

This Agreement may be signed in counterparts of by facsimile, all of which taken together shall constitute execution of the full agreement by the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date written below.

Kandiyohi County and City of Willmar EDC

BY: _____
(Authorized Signature)

TITLE: _____

DATED: _____

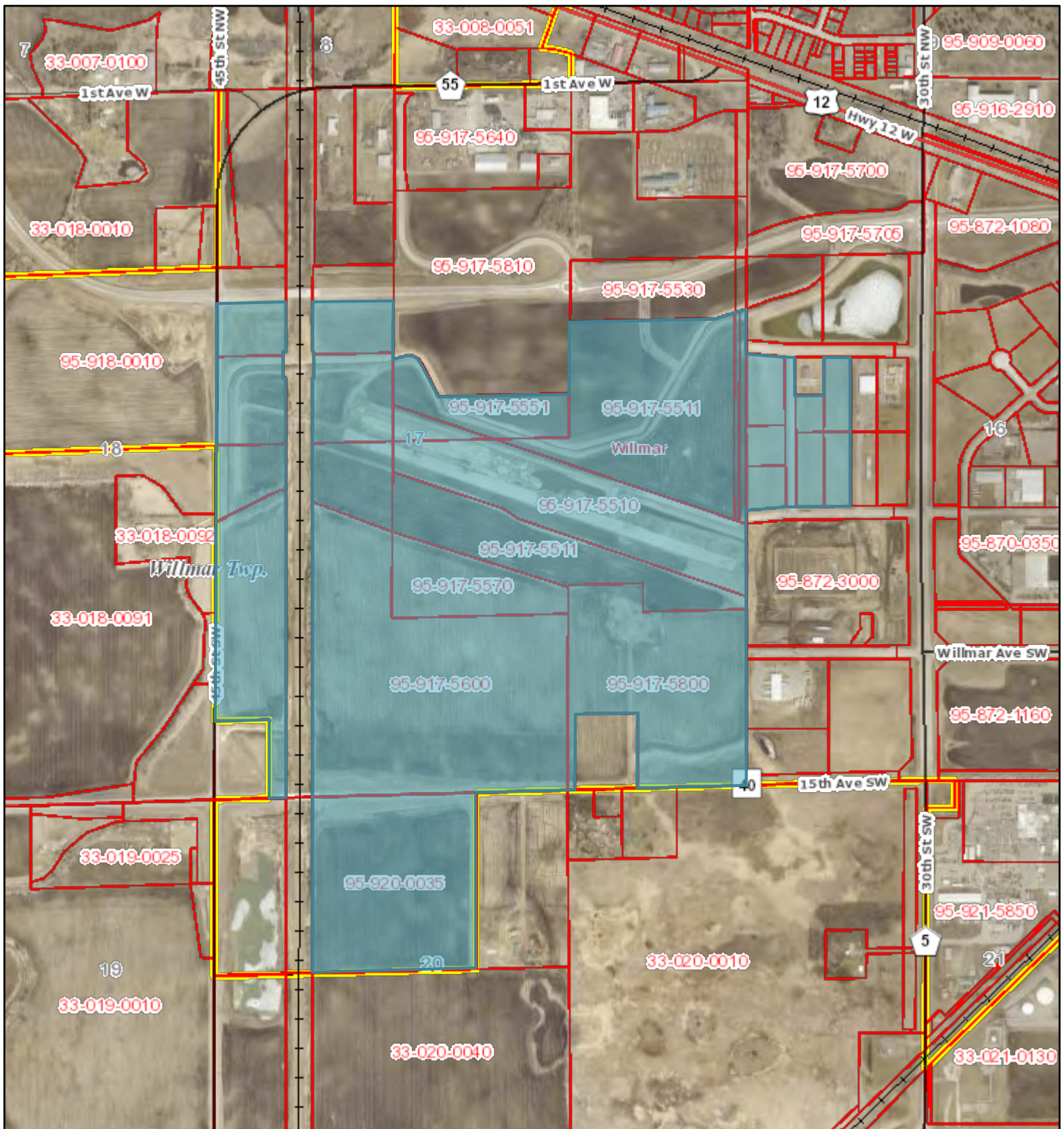


BY: _____ Todd Terhaar

TITLE: _____ Project Manager

DATED: _____ May 4, 2023

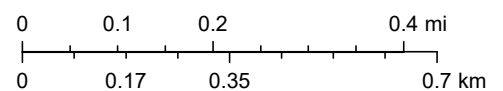
Willmar Industrial Park - BNSF Certification Area (Appx 335 Acres)



12/7/2022, 12:20:40 PM

1:18,056

—+— Railroad	County	City Limits
Township Roads	County Gravel	Lines
US	County	Labels
State	US & State Highways	Labels
Township	US	Parcels
County Gravel	State	Waters-Lakes



Aaron Backman

From: Matt Runke <mattr@brssurveys.com>
Sent: Tuesday, May 9, 2023 3:26 PM
To: Aaron Backman
Subject: FW: Kandiyohi County - City of Willmar EDC

Hi Aaron:

Here's the cost estimate from Kandi Abstract for the BNSF Certification project. I'll get an e-mail to Robert Scott to see if he has abstracts for any of these parcels.

Thanks,

Matt

From: Josh Danielson <josh@kandiyohiabstract.com>
Sent: Tuesday, May 9, 2023 2:01 PM
To: Matt Runke <mattr@brssurveys.com>
Subject: RE: Kandiyohi County - City of Willmar EDC

Matt – We are estimating \$300 per parcel x 43 parcels = \$12,900. Some parcels only require a tract search from the prior but others we needed to do full 40 year searches. That price includes the title commitment/exams.

Please let me know if you have any questions.

Thanks,

Josh Danielson | President | Kandiyohi Abstract & Title Co. and Meeker Title Services, Inc.
309 Lakeland Drive SE, Suite 4, Willmar MN 56201 Tel: 320.235.9770 Fax: 320.235.9771
kandiyohiabstract.net

TO: Joint Powers Board

FROM: Sarah Swedburg
Business Development Manager

DATE: April 27, 2023

RE: Business Development Manager Updates

Providing a staff report is always a great opportunity to reflect on all of the activity that has taken place over the last several months. The end of 2022 proved favorable for the EDC, as we received several grants, and the beginning of 2023 has been spent preparing for and beginning to execute those grant activities. The following report details notable projects and activity that I have participated or assisted with since the end of October.

- Industrial & Economic Development Real Estate Journal Summit
- Listening Session for SWIF's Deb Brown Presentation
- Assistance with the County's sale of surplus land by Epitopix
- AURI MN Renewable Energy Roundtable (Anaerobic Digestion)
- MAPCED Quarterly Meeting in Bloomington
- Ribbon Cutting in Prinsburg for Arvig Broadband Project
- Ribbon Cutting in Hawick for Vibrant Broadband Project
- Enterprise Minnesota's State of Manufacturing Event
- Elevate Holiday Mixer
- Elevate Graduation (Fall 2022 Class)
- Office of Broadband Development's Internet for All Conference
- EDAM Winter Conference (Emerging Young Leader of the Year Award)
- Ehler's Public Finance Seminar
- Presentation for Vision2040 Leadership (Session 6)
- Leading Economic Transformation Class (UMN Extension)
- Cultivate Her Leadership Panel
- Ridgewater Multicultural Club's Women in Business & Leadership Panel
- Zero Hour Booth at Willmar High School
- ReScape Award Gala
- AURI New Uses Forum
- TigerPath Conference in Hutchinson

In addition to these major events, we continue participating in township and city meetings throughout the county, providing education and updates about child care and broadband activities. I've also been leading interactions with a European ag processing company interested in a Minnesota location, including a community overview event, a second visit to review potential sites, and drafting an RFP for a feasibility study. We continue to see a strong number of new entrepreneur's calling us for assistance.

Main Street Economic Revitalization Program

In 2022, the Southwest Initiative Foundation was awarded \$744,000 for the Main Street Economic Revitalization Program for the City of Willmar, in partnership with the EDC. These grant dollars can be spent on interior and exterior building improvements, and property owners could apply for up to 30% of the cost of a project. We kicked off community meetings in January to educate our downtown, Highway 12, and Business 71 property owners that are in the qualifying corridor for this project. Applications were open for the month of March, and we have been busy processing over 40 applications received. During the first week of May, Scott Marquardt and I will lead a team of five local representatives through the review and selection decisions. We anticipate spending all of the funds in one round of applications.

Child Care Economic Development

At the end of 2022, the EDC was awarded \$200,000 from the State of Minnesota for the Child Care Economic Development Program. Thanks to generous matching dollars from Kandiyohi County, the City of Willmar, and the Southwest Initiative Foundation, we have over \$500,000 to perform critical activity for family child care providers and child care centers in Kandiyohi County. Through stakeholder meetings held during the application process, it was determined that these dollars would be spent on six major categories of activity: forgivable loans and fee reimbursements, mentorship, training, language accommodation, transportation and an Employee Assistance Program. Forgivable loans will be provided on a rolling basis through the end of the year, and other activity continues to be developed for our providers to access.

In order to best support the volume of work this grant is producing for the remainder of the year, staff is currently exploring partnership with United Community Action Partnership to hire a part time program manger to assist us with the day-to-day work related to this grant. It has further been identified that it would best serve the Kandiyohi Rural Child Care Innovation Program team to hire a third-party facilitator to help the group determine the best long-term structure and sustainability of this work, including the identification of new goals. Staff is working to create descriptions and budgets for both of these activities, and will use grant dollars to help cover the cost.