

ECONOMIC DEVELOPMENT AUTHORITY

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Thursday, August 4th at 7:30 am

The public is invited to attend this meeting in person
Meeting is also televised on CTC Cable channel 8 and streamed live on
YouTube: www.youtube.com/CityOfBrainerdMN

1. Call To Order

2. Roll Call

___ K. Bevans ___ T. Bieser ___ M. Kirsch
___ M. O'Day ___ K. Yeager ___ G. Johnson ___ Vacant

3. Approval/Amendment Of Agenda

4. Consent Calendar

NOTICE TO PUBLIC - all matters listed are considered routine by the Commission and will all be enacted by one (1) motion. There will be no separate discussion of these items unless good cause is shown prior to the time the Commission votes on the motion to be ADOPTED BY ROLL CALL

A. Approval Of Minutes

Documents:

2022-07-07 EDA Meeting Minutes.pdf

B. Financial Report

Documents:

EDA Financials - June.pdf

C. DDBC Report

Documents:

DDBC Monthly Report Form 07.2022.pdf

D. Swanson Haskamp Consulting Report

Documents:

SHC Monthly Report July 2022.pdf

E. Visit Brainerd Report

Documents:

Visit Brainerd Monthly 07_22.pdf

5. New Business

A. Consider The 2023 EDA Preliminary Levy Request

Documents:

Budget Memo 08.04.2022.pdf

B. Discussion On The 2023 Consultant Services Agreements

Documents:

2023 Services Agreements.pdf

6. Commissioner's Comments/Questions

7. Staff Reports

City Administrator

HRA Director

Documents:

Brainerd HRA Update Report 7-28-22.pdf

8. Adjourn

BRAINERD ECONOMIC DEVELOPMENT AUTHORITY
Thursday, July 7th, 2022, 7:30 a.m.
City Hall Council Chambers
WebEx Teleconference Meeting

Pursuant to due call and notice thereof, President Johnson called the meeting of the Brainerd Economic Development Authority to order at 7:30 a.m.

Upon roll call Commissioners Kelly Bevans, Toni Bieser, Mike O'Day, and Gabe Johnson were noted as present. Commissioner Kirsch was noted as present at 7:31 a.m. Also, present were City Administrator Bergman, Community Development Director Kramvik, Finance Director Hillman, Eric Charpentier, HRA Director, and Tyler Glynn, BLAEDC.

Approval/Amendment of the Agenda- Approved

MOVED AND SECONDED BY COMMISSIONERS BIESER AND BEVANS, DULY CARRIED, TO APPROVE THE AGENDA WITH MOVING ITEM 6A BEFORE 5B.

Approval of Consent Calendar

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO APPROVE THE CONSENT CALENDAR.

Commissioners Bevans, Bieser, Kirsch, O'Day, and Johnson voted "aye". No commissioner voted "nay". The Chair declared the motion carried.

Old Business

Discussion of Commercial and Office Uses (Tier 1: Underutilized Parking Lots and Tier 2: Washington Street Corridor)

Jennifer Haskamp, Swanson-Haskamp Consulting, gave an overview of general commercial/ retail/ office market analysis and trends, current businesses & active commercial listings in the area, and opportunities for redevelopment downtown.

Commissioner Johnson stated that he appreciates this analysis, it is very valuable to continued growth.

Discussion on ARPA Funds for Matching Funds

Executive Director Bergman stated that Chair Johnson asked if the City Council would consider using a portion of the ARPA funds for Matching Funds for the DEED Main Street Revitalization Program. The City Council allocated \$80,000 from the ARPA funds and the HRA allocated \$20,000 for the DEED Main Street Revitalization Program for matching funds.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO AUTHORIZE \$80,000 FROM CITY ARPA FUNDS AND \$20,000 FROM THE HRA TO BE USED AS MATCHING FUNDS FOR THE DEED MAIN STREET REVITALIZATION PROGRAM.

Approval of Application for the DEED Mainstreet Revitalization Program

Tyler Glynn, BLAEDC, stated that the subcommittee has reviewed the application and additional changes have been requested and will be made prior to finalizing. The Initiative Foundation and DEED have not signed the agreement yet, so the application will not go live until the agreement is executed. The timeline established by the subcommittee will be modified based on the date the application opening.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO APPROVE THE APPLICATION WITH THE CHANGES.

New Business

Consider Funds for Marketing for the DEED Main Street Program

Executive Director Bergman stated that the EDA Subcommittee recommended that the City do additional marketing for the DEED Mainstreet Revitalization program, specifically that each property owner within the River to Rail Corridor be provided a direct mailer. The best option for this mailer is an "every door direct mail (EDDM)" as it is very expensive to purchase mailing lists. Quotes were obtained from three local businesses; Lakes Printing was chosen as the designer and produce the mailer.

Commission discussion took place.

Commissioner Kirsch asked that a question be added to the application to determine whether the mailer was a good option for advertising.

Commissioner Bieser asked about posters downtown for new businesses.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND BIESER, DULY CARRIED, TO AUTHORIZE STAFF TO WORK WITH LAKES PRINTING TO DEVELOP A MARKETING PIECE FOR THE DEED MAIN STREET REVITALIZATION PROGRAM IN AN AMOUNT NOT TO EXCEED \$2,500.

DDBC Quarterly Update

Rylie Weber, 612 Front St, Destination Downtown Business Coalition (DDBC) Coordinator, stated that the DDBC has been working on the podcast, four of the twelve episodes are out. The DDBC is also shifting focus to the promotional videos for downtown businesses. The Business After Hours gathering hosted by the DDBC was well attended and discussion has included the DEED Main Street Program along with other items.

Staff Reports

Executive Director Bergman stated that VCV has 180 days for their due diligence for the purchase of the Industrial Park Land and reached out to them to inquire about the status of items that need to be submitted to the EDA prior to closing. The 180 days is up on August 30, 2022. The first quarterly meeting of EDA Consultants will take place on July 13th, she hopes that the consultants can work together to coordinate services. She met with Dave Pueringer and Bruce Buxton to discuss opportunities with the properties downtown. Finally, the conflict-of-interest disclosure for DEED is in the packet, this needs to be filled out prior to decisions on funding.

HRA Director Charpentier clarified that the HRA dollars for the matching grant need to fall into MN Statute 469, due diligence will need to be met for redevelopment and revitalization, and the Board did put the stipulation for projects for applications of \$50,000 or less. There is a loan closing for the housing trust funds excited to get to the finish line on this. The HRA continues to work with developers for properties for redevelopment. Serene Pines, Brainerd Oaks, and Dalmar Estates continue to be developed by the developer they are thrilled with the number of houses.

Adjourn

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO ADJOURN THE EDA MEETING.

The Authority adjourned at 8:28 a.m.

Secretary/Treasurer

Financial Report for EDA

As of June 30, 2022

	<u>Cash & Investments</u>	<u>Receivable Balance</u>	<u>Deferred Loans (as of 12/31/21) **</u>	<u>Awarded Grants</u>
General Funds:				
EDA Fund - #295	\$ 106,908	\$ -	\$ -	\$ -
Total	\$ 106,908	\$ -	\$ -	\$ -
CDBG (Housing/Commerical (Slum & Blight/Federal Objective)):				
Downtown - #298	\$ 52,102	\$ 20,794	\$ 428,144	\$ -
SE Brainerd - #215	58,161	-	230,716	-
NE Brainerd - #218	-	-	251,426	-
Willows Project - #209	-	-	12,500	-
Old Housing - #209	3,332	-	59,286	-
Local Income - #275	52,411	14,825	13,825	-
Total	\$ 166,006	\$ 35,620	\$ 995,897	\$ -
Federal & State MIF (Commerical (Jobs)):				
Commerical - #210 ^^^	\$ -	\$ 646,427	\$ -	\$ -
Federal MIF - #296	18,423	-	-	-
Total	\$ 18,423	\$ 646,427	\$ -	\$ -
Grand Total	\$ 291,337	\$ 682,047	\$ 995,897	\$ -

** Portion of the loan that is forgivable with the passage of time

^^^ The Receivable Balance **DOES** include the \$646,427 borrowed to pay for the industrial park land.

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 DB: Brainerd

REVENUE AND EXPENDITURE REPORT FOR CITY OF BRAINERD

Page: 1/1

PERIOD ENDING 06/30/2022

ACCOUNT DESCRIPTION	ACTIVITY FOR		YTD BALANCE	AVAILABLE	% BDGT USED
	2022 MONTH	06/30/2022	06/30/2022	BALANCE	
	AMENDED BUDGET	CHANGE (DECREASE)	NORMAL	(ABNORMAL)	
Fund 295 - EDA FUND					
Revenues					
Function: Unclassified					
Dept 0000					
TAXES & PENALTIES					
31010 CURRENT AD VALOREM	145,036.00	49,802.40	51,889.86	93,146.14	35.78
31020 DELINQUENT AD VALOREM	0.00	0.00	59.54	(59.54)	100.00
TAXES & PENALTIES	145,036.00	49,802.40	51,949.40	93,086.60	35.82
OTHER REVENUE					
36210 INTEREST INCOME	460.00	372.33	372.33	87.67	80.94
OTHER REVENUE	460.00	372.33	372.33	87.67	80.94
Total Dept 0000	145,496.00	50,174.73	52,321.73	93,174.27	35.96
Total - Function Unclassified	145,496.00	50,174.73	52,321.73	93,174.27	35.96
TOTAL REVENUES	145,496.00	50,174.73	52,321.73	93,174.27	35.96
Expenditures					
Function: Unclassified					
Dept 6510 - ECONOMIC DEVELOPMENT AUTH					
SERVICES					
43300 PROFESSIONAL SERVICES	139,996.00	11,882.00	18,294.00	121,702.00	13.07
43350 PRINTING/LEGAL PUBLICATION	0.00	0.00	59.07	(59.07)	100.00
43361 INS - GENERAL LIABILITY	150.00	43.50	58.33	91.67	38.89
43435 BOOKS/PAMPHLETS/DUES	5,350.00	0.00	5,350.00	0.00	100.00
SERVICES	145,496.00	11,925.50	23,761.40	121,734.60	16.33
Total Dept 6510 - ECONOMIC DEVELOPMENT AUTH	145,496.00	11,925.50	23,761.40	121,734.60	16.33
Total - Function Unclassified	145,496.00	11,925.50	23,761.40	121,734.60	16.33
TOTAL EXPENDITURES	145,496.00	11,925.50	23,761.40	121,734.60	16.33
Fund 295 - EDA FUND:					
TOTAL REVENUES	145,496.00	50,174.73	52,321.73	93,174.27	35.96
TOTAL EXPENDITURES	145,496.00	11,925.50	23,761.40	121,734.60	16.33
NET OF REVENUES & EXPENDITURES	0.00	38,249.23	28,560.33	(28,560.33)	100.00

Fund 295 EDA FUND

GL Number	Description	PERIOD ENDED 06/30/2021	PERIOD ENDED 06/30/2022
*** Assets ***			
295-0000-10100	CASH	56,782.95	106,908.03
295-0000-10700	DELINQUENT TAX RECEIVABLE	7,917.80	6,578.78
295-0000-11500	ACCOUNTS RECEIVABLE	10,000.00	0.00
295-0000-16160	FA-LAND HELD FOR RESALE	488,252.22	488,252.22
Total Assets		562,952.97	601,739.03
*** Liabilities ***			
295-0000-20600	DEPOSITS PAYABLE	10,000.00	11,723.00
295-0000-22200	DEFERRED REVENUE	488,252.22	488,252.22
295-0000-22210	DEFERRED TAXES RECEIVABLE	4,344.68	4,431.78
Total Liabilities		502,596.90	504,407.00
*** Fund Balance ***			
295-0000-28900	FUND BALANCE/EQUITY ACCT	53,498.12	68,771.70
Total Fund Balance		53,498.12	68,771.70
Beginning Fund Balance		53,498.12	68,771.70
Net of Revenues VS Expenditures		6,857.95	28,560.33
Ending Fund Balance		60,356.07	97,332.03
Total Liabilities And Fund Balance		562,952.97	601,739.03

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DB: Brainerd

INVOICE REGISTER REPORT FOR CITY OF BRAINERD

EXP CHECK RUN DATES 06/01/2022 - 06/30/2022

BOTH JOURNALIZED AND UNJOURNALIZED

BOTH OPEN AND PAID

Page: 1/1

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

Vendor 0220 - KENNEDY & GRAVE:

167950

71763

KENNEDY & GRAVEN

05/26/2022

06/08/2022

519.50

0.00

Paid

Y

SALE OF INDUSTRIAL PARK LOTS

pziemer

06/08/2022

295-0000-20600

DEPOSITS PAYABLE

519.50

Total for vendor 0220 - KENNEDY & GRAVE:

519.50

0.00

Vendor 3838 - SWANSON HASKAMP:

1181

71881

SWANSON HASKAMP CONSULTING

06/06/2022

06/22/2022

10,632.00

0.00

Paid

Y

FEB, MAR, APR, MAY - EDA PROF. SVCS. pziemer

06/22/2022

295-6510-43300

PROFESSIONAL SERVICES

2,658.00

295-6510-43300

PROFESSIONAL SERVICES

2,658.00

295-6510-43300

PROFESSIONAL SERVICES

2,658.00

295-6510-43300

PROFESSIONAL SERVICES

2,658.00

Total for vendor 3838 - SWANSON HASKAMP:

10,632.00

0.00

of Invoices: 2 # Due: 0

Totals:

11,151.50

0.00

of Credit Memos: 0 # Due: 0

Totals:

0.00

0.00

Net of Invoices and Credit Memos:

11,151.50

0.00

--- TOTALS BY GL DISTRIBUTION ---

295-0000-20600

DEPOSITS PAYABLE

519.50

295-6510-43300

PROFESSIONAL SERVICES

10,632.00

--- TOTALS BY FUND ---

295 - EDA FUND

11,151.50

0.00

--- TOTALS BY DEPT/ACTIVITY ---

0000 -

519.50

0.00

6510 - ECONOMIC DEVELOPMENT AUTH

10,632.00

0.00

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DB: Brainerd

JOURNAL REGISTER FOR CITY OF BRAINERD
JE #: 1291 to 1291
Posted and Unposted Journal Entries

Page: 1/1

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
1291	06/30/2022	GJ	TO RECORD SERVICES TO EDA PER BUDGET	chillman		
POSTED BY chillman Approval Level: JE APPROVED						
295-6510-43300	PROFESSIONAL SERVICES				1,250.00	
295-0000-10100	CASH					1,250.00
101-0000-10100	CASH				1,250.00	
101-0000-34100	CHARGES FOR SERVICES					1,250.00
					2,500.00	2,500.00
			Total:		2,500.00	2,500.00

City of Brainerd
Economic Development Authority
Scope of Services Monthly Report
Destination Downtown Business Coalition

Report Date: 7/28/22

NO SIGNIFICANT UPDATE AT THIS TIME

-
- 1. Coordinate a main street job fair where job seekers can pick-up employment applications, apply on-site for job opportunities, and have on-site interviews with participating employers.**

Update : DDBC Org Committee is planning a Mainstreet Job Fair for late summer/early fall and plans to work with downtown businesses to target new employees to downtown businesses for busy holiday months.

Working on adding a “Job Openings” tab for the downtownbrainerd.org website to be available prior to the job fair(s) so prospective employees can pre-apply for positions prior to interviewing.

-
- 2. Produce and distribute promotional videos featuring local business owners monthly.**

Update: DDBC Org Committee has identified the first three Business Owners that will be featured as a Business Owners Spotlight each month. From these spotlights, DDBC will produce a 3–5 minute video that can be used a promotional video for “Why Downtown Brainerd”.

Each business will be the featured Business of the Month on DDBC social media pages with various coordinated posts to coincide with the video from each business owner. The first video/social media series will begin Mid July.

-
- 3. Conduct 4 classes designed to provide instruction in areas of business operations unique to small and start-up businesses.**

Update: We have set dates for our classes to coordinate with DDBC’s Business Owner Socials as our first B.O.S event received a great turn out of the Downtown Brainerd Business Community. We will run these classes on the same day of the BOS events prior to each social for maximum attendance from downtown business owners.

1. Mindset & Balance (September 21)
2. Marketing (December 21)
3. Financial Planning/Human Resources (January 2023)

The topics for each class have been coordinated with the podcast series and we are aiming to have the instructors for the classes join us as guest/experts for the podcasts.

4. Develop a podcast and publish 12 episodes designed to educate small businesses and further build the Brainerd business brand that Brainerd is a great city to own and operate a business in.

Update: Since the launch on May 22, Mainstreet Matters Podcast has had over 312 unique downloads across all podcast platforms. All three episodes Mainstreet Matters is now available on iHeart Radio, Spotify, Amazon Podcasts & Audible. Our forth episode will be a roundtable discussion with a downtown business owner to discuss their thoughts on the series to be released 7/5. The next series will focus on marketing and branding and will begin release in mid July.

5. Coordinate 4 business owners socials.

Update: The second BOS event was held on June 23 at 5Rocks Distillery, there were 14 Downtown Business Owners in attendance. Next social will be held on 9/21/22 location to be determined.

6. Apply for and obtain membership in the Main Street America program through the National Main Street Center on behalf of the EDA and the City of Brainerd

Update **3/28/22**: DDBC has secured a Main St America membership. The organization committee is working towards Main Street America Accreditation for Downtown Brainerd and is currently researching the accreditation process.

7. Other Misc. Updates

DDBC's Here for Good Market hosted Business After Hours with the Brainerd Lakes Chamber of Commerce on June 14, It was a great turn out for the market and brought local members of the business community to Downtown Brainerd to highlight the positive changes to Downtown over the last couple years.

City of Brainerd
Economic Development Authority
Scope of Services Monthly Report
Swanson Haskamp Consulting

Report Date: July 25, 2022

1. Develop and implement marketing, advertising, and communications plan for identified properties within the corporate limits of the City of Brainerd.

Update:

- Meeting with EDA consultant team in July for quarterly meeting. Discussed strategy and next steps.
 - Followed up with request for information regarding the business inventory.
 - Working to develop “interactive” inventory for websites.
-

2. Promote property with the corporate limits of the City of Brainerd for commercial development/redevelopment and residential development.

Update:

3. Solicit developers on behalf of the EDA.

Update:

- Began process of obtaining numbers for high level proformas. Waiting for return messages/calls.
 - Discussed Brainerd opportunities with developers outside of Brainerd Lakes Area – some interest based on response. Will follow-up in late August.
 - Draft and coordinate process with City Administrator – plan to begin interviews/discussion in early August (delayed from July)
-

4. Engage identified private property owners on behalf of the EDA who have property prioritized for redevelopment.

Update:

- Note – during market inventory SHC noticed some of the initially identified properties on the initial inventory are actively listed. May consider reaching out and/or develop a strategy for contact (if interested we can discuss at September meeting).
-

5. Develop partnerships with local real estate agents and professionals.

Update:

6. Other Misc. Updates

Update:

City of Brainerd
Economic Development Authority
Scope of Services Monthly Report
Visit Brainerd

Report Date: 7/25/2022

-
- 1. Develop and implement an advertising campaign focused on recruiting workers to find employment with business located within the corporate limits of the City of Brainerd.**

Update: In progress. No significant progress to report. Discussed at the Consultants quarterly meeting to see if there are partnership opportunities with other organizations. TBD.

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- 2. Develop and implement an advertising campaign focused on recruiting entrepreneurs, developers, investors, and the like to start a business within the corporate limits of the City of Brainerd.**

Update: Ads have been developed and will start running on LinkedIn in August.

-
- 3. Develop and implement an advertising campaign focused on recruiting existing businesses outside of Brainerd to relocate to areas within the corporate limits of the City of Brainerd.**

Update: On hold per EDA.

-
- 4. Develop and implement a summer advertising campaign designed to draw locals, seasonal/second homeowners, and visitors to shop at businesses located within the corporate limits of the City of Brainerd.**

Update: In progress. The radio ads on Hubbard Radio, Minnesota Public Radio, and Spectrum Reach OTT are running.

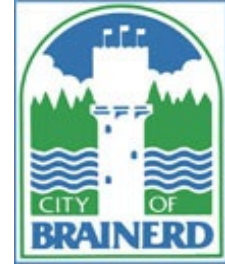
-
- 5. Develop and implement a winter advertising campaign designed to draw locals, seasonal/second homeowners, and visitors to shop at businesses located within the corporate limits of the City of Brainerd.**

Update: On hold until Fall 2022.

-
- 6. Other Misc. Updates**

Nothing to report.

MEMO



TO: EDA Board of Commissioners

FROM: Connie Hillman, City of Brainerd Finance Director

DATE: July 27, 2022

RE: 2023 EDA Fund Preliminary Levy Request

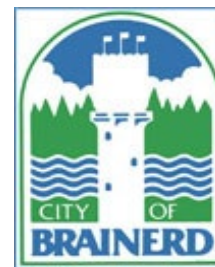
The preliminary levy needs to be set by the City Council by September 30, 2022. In order to include the EDA's levy, the Council is needs the EDA Board to recommend their preliminary tax levy request. The EDA will consider a budget at a future meeting.

Historically, the EDA Board has requested the maximum allowed by state statute (469.107 s.1). For 2023, this amount is \$152,861. It is .01813% of the previous years estimated market value of the City which was \$843,139,100. For reference the maximum the EDA levy for 2022 was \$145,036.

The City's final levy, set in December, can be lower than, but not higher than the preliminary levy set in September.

Recommendation: Request the City Council set the EDA levy at .01813% of the previous years estimated market value of \$152,861.

MEMO



TO: EDA Board of Commissioners

FROM: Executive Director, Jennifer Bergman

DATE: July 29, 2022

RE: Discussion on the 2023 Consultant Services Agreement

In 2022, the EDA solicited proposals from organizations to provide economic development services to further the EDA's goals. The EDA entered into one-year agreements with BLAEDC, the City of Brainerd, DDBC, Swanson Haskamp and Visit Brainerd (see attached). Those agreements expire on December 31st, 2022. Staff would like to discuss what the EDA would like to do in 2023.

Since we have only had these agreements in place for 7 months, it's hard to really gauge the impact. We would recommend that we contact the organizations to see if they are interested in extending their agreements through December 31, 2023. If so, staff recommends renegotiating all 5 agreements for 2023 for approval by the EDA. We will then have over a year to evaluate the impact of these services.

Recommendation: Authorize staff to negotiate agreements extensions with BLAEDC, the City of Brainerd, DDBC, Swanson Haskamp and Visit Brainerd.

SHARED SERVICES AGREEMENT

This agreement is entered into this ____ day of _____, 2022; between Visit Brainerd, a non-profit organization, and the Brainerd Economic Development Authority (EDA), a public body, corporate and politic.

WHEREAS, the EDA issued a Request for Proposals (RFP) for economic development consulting services; and

WHEREAS, the EDA has selected Visit Brainerd to develop and implement marketing, advertising, and communications plans that promote the City of Brainerd as the ideal place to live, work, start or relocated a business, and shop.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

I. Scope of Service

On behalf of the EDA, Visit Brainerd will provide the following services, consistent with State law and the directives of the EDA:

- a. Develop and implement an advertising campaign focused on recruiting workers to find employment with business located within the corporate limits of the City of Brainerd;
- b. Develop and implement an advertising campaign focused on recruiting entrepreneurs, developers, investors and the like to start a business within the corporate limits of the City of Brainerd;
- c. Develop and implement an advertising campaign focused on recruiting existing businesses outside of Brainerd to relocate to areas within the corporate limits of the City of Brainerd;
- d. Develop and implement a summer advertising campaign designed to draw locals, seasonal/second homeowners, and visitors to shop at businesses located within the corporate limits of the City of Brainerd; and,
- e. Develop and implement a winter advertising campaign designed to draw locals, seasonal/second homeowners, and visitors to shop at businesses located within the corporate limits of the City of Brainerd.
- f. Participate in quarterly roundtable discussions with City of Brainerd staff and all other consultants providing services to the EDA; and,
- g. Attend the regular meeting of the EDA no less than 4 times during the duration of this contract.

II. Compensation

In consideration for the services rendered by the City, the EDA shall compensate Visit Brainerd \$35,250 annually, to be paid in monthly installments on the 15th of each month.

Monthly reports demonstrating execution of each service identified in the Scope of Services shall be delivered to the EDA by the 25th of each month prior to payments being made. Monthly reports shall be delivered in the format provided by the EDA.

III. Term

The term of this agreement shall be for a period of one year commencing on the 3rd day of February 2022 and terminating on the 31st day of December 2022 and may be extended in one-year increments through mutual agreement by the EDA and Visit Brainerd. The EDA shall determine whether to extend this contract no later than December 15 of the contract year. Either party may terminate this agreement for any reason prior to the listed

expiration date upon 30-day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to Visit Brainerd will be prorated through the last day of the 30-day termination period.

IV. Indemnification

To the fullest extent permitted by law, Visit Brainerd agrees to defend, indemnify and hold harmless the EDA, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Visit Brainerd's negligence or Visit Brainerd's failure to perform its obligations under this Agreement.

V. Compliance with Laws

The EDA and Visit Brainerd shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.

VI. Independent Contractor Status

Visit Brainerd is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between EDA and Visit Brainerd employees. Visit Brainerd shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Visit Brainerd also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Visit Brainerd and that it is the Visit Brainerd's sole obligation to comply with applicable provisions of all Federal and State tax laws.

VII. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement or in a modification of this Agreement.

Visit Brainerd

Executive Director

Mary Devine Johnson

706 Laurel St.

Brainerd, MN 56401

Brainerd EDA

Chair

Gabe Johnson

501 Laurel Street

Brainerd, MN 56401

VIII. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IX. Modifications

The EDA and the Visit Brainerd hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the EDA

and Visit Brainerd and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the EDA and Visit Brainerd.

Approved this the ____ day of _____ 2022.

Brainerd Economic Development Authority

By: _____
GABE JOHNSON
CHAIR

Visit Brainerd

By:  1/28/22
CHAIR, VISIT BRAINERD BOARD

SHARED SERVICES AGREEMENT

This agreement is entered into this ____ day of _____, 2022; between Brainerd Restoration (dba Destination Downtown Business Coalition), a non-profit organization, and the Brainerd Economic Development Authority (EDA), a public body, corporate and politic.

WHEREAS, the EDA issued a Request for Proposals (RFP) for economic development consulting services; and

WHEREAS, the EDA has selected the Destination Downtown Business Coalition (DDBC) to work with downtown Brainerd and Highway 210 business owners and property owners within City of Brainerd corporate limits to develop and implement a robust main street program.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

I. Scope of Service

On behalf of the EDA, the Destination Downtown Business Coalition will provide the following services, consistent with State law and the directives of the EDA:

- a. Coordinate a main street job fair where job seekers can pick-up employment applications, apply on-site for job opportunities, and have on-site interviews with participating employers;
- b. Produce and distribute promotional videos featuring local business owners on a monthly basis;
- c. Conduct 4 classes designed to provide instruction in areas of business operations unique to small and start-up businesses;
- d. Develop a podcast and publish 12 episodes designed to educate small businesses and further build the Brainerd business brand that Brainerd is a great city to own and operate a business in;
- e. Coordinate 4 business owners socials; and,
- f. Apply for and obtain membership in the Main Street America program through the National Main Street Center on behalf of the EDA and the City of Brainerd.
- g. Participate in quarterly roundtable discussions with City of Brainerd staff and all other consultants providing services to the EDA.

II. Compensation

In consideration for the services rendered by the City, the EDA shall compensate the Destination Downtown Business Coalition \$23,350 annually, to be paid in monthly installments on the 15th of each month, February through December.

Monthly reports demonstrating execution of each service identified in the Scope of Services shall be delivered to the EDA by the 25th of each month prior to payments being made. Monthly reports shall be delivered in the format provided by the EDA.

III. Term

The term of this agreement shall be for a period of one year commencing on the 3rd day of February 2022 and terminating on the 31st day of December 2022 and may be extended in one-year increments through mutual agreement by the EDA and the Destination Downtown Business Coalition. The EDA shall determine whether to extend this contract no later than December 15 of the contract year. Either party may terminate this agreement for any reason prior to the listed expiration date upon 30-day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the Destination Downtown Business Coalition will be prorated through the last day of the 30-day termination period.

IV. Indemnification

To the fullest extent permitted by law, the Destination Downtown Business Coalition agrees to defend, indemnify and hold harmless the EDA, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Destination Downtown Business Coalition's negligence or the Destination Downtown Business Coalition's failure to perform its obligations under this Agreement.

V. Compliance with Laws

The EDA and the Destination Downtown Business Coalition shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.

VI. Independent Contractor Status

The Destination Downtown Business Coalition is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between EDA and Destination Downtown Business Coalition employees. The Destination Downtown Business Coalition shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. The Destination Downtown Business Coalition also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Destination Downtown Business Coalition and that it is the Destination Downtown Business Coalition's sole obligation to comply with applicable provisions of all Federal and State tax laws.

VII. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement or in a modification of this Agreement.

Destination Downtown Business Coalition

President
Brenda Billman-Arndt
P.O. Box 1216
Brainerd, MN 56401

Brainerd EDA

Chair
Gabe Johnson
501 Laurel Street
Brainerd, MN 56401

VIII. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IX. Modifications

The EDA and the Destination Downtown Business Coalition hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the EDA and the Destination Downtown Business Coalition and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the EDA and the Destination Downtown Business Coalition.

Approved this the 25 day of JANUARY 2022.

Brainerd Economic Development Authority

By: _____
GABE JOHNSON
CHAIR

Destination Downtown Business Coalition

By: 
MIKE ANGLAND
PRESIDENT, BRAINERD RESTORATION

SHARED SERVICES AGREEMENT

This agreement is entered into this ____ day of _____, 2022; between the City of Brainerd, a municipal corporation, and the Brainerd Economic Development Authority (EDA), a public body, corporate and politic.

WHEREAS, the EDA needs administrative and support staff services to fulfill its statutory duties; and

WHEREAS, City has the professional and administrative capacity to support the EDA; and

WHEREAS, the City historically provided these services to the EDA; and

WHEREAS, the parties desire to enter into an agreement memorializing the existing arrangement between them.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

I. Scope of Service

On behalf of the EDA, the City will provide the following services, consistent with State law and the directives of the EDA:

- a. Oversee the overall financial management of the EDA by working closely with the EDA Board of Commissioners; and
- b. Prepare an annual budget for approval by the EDA Board; and
- c. Operate per the approved budget, oversee accounts payable, and prepare checks on behalf of the EDA Board; and
- d. Communicate potential problems to the EDA Board and offer viable solutions; and
- e. Schedule EDA Board meetings, prepare Agendas and materials (including program/project reports, fiscal reports, resolutions and minutes), attend Board meetings; and
- f. Maintain all records of the EDA per laws and regulations; and
- g. Manage agreements between the EDA and hired consultants; and
- h. Represent the EDA in the River to Rail Initiative meetings; and,
- i. Coordinate quarterly roundtable discussions with all consultants providing services to the EDA; and
- j. Other projects as directed by the EDA Board.

II. Compensation

In consideration for the services rendered by the City, the EDA shall compensate the City \$15,000 annually, to be paid in two installments in July and December.

III. Term

The term of this agreement shall be for a period of one year commencing on the 3rd day of February 2022 and terminating on the 31st day of December 2022. Either party may terminate this agreement for any reason upon 30-day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the City of Brainerd will be prorated through the last day of the 30-day termination period.

IV. Indemnification

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the EDA, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of

the City's negligence or the City's failure to perform its obligations under this Agreement.

V. Compliance with Laws

The EDA and City shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.

VI. Independent Contractor Status

The City is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between EDA and City employees. The City shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. The City also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the City and that it is the City's sole obligation to comply with applicable provisions of all Federal and State tax laws.

VII. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement or in a modification of this Agreement.

<i>City of Brainerd</i>	<i>Brainerd EDA</i>
City Administrator	Chair
Jennifer Bergman	Gabe Johnson
501 Laurel Street	501 Laurel Street
Brainerd, MN 56401	Brainerd, MN 56401

VIII. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IX. Modifications

The EDA and the City hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the EDA and the City and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the EDA and the City.

Approved this the ____ day of _____ 2022.

Brainerd Economic Development Authority

By: _____
GABE JOHNSON
CHAIR

City of Brainerd

By:  _____
KELLY BEVANS
BRAINERD CITY COUNCIL PRESIDENT

SHARED SERVICES AGREEMENT

This agreement is entered into this ____ day of _____, 2022; between Swanson Haskamp Consulting, LLC, a private, for-profit organization, and the Brainerd Economic Development Authority (EDA), a public body, corporate and politic.

WHEREAS, the EDA issued a Request for Proposals (RFP) for economic development consulting services; and

WHEREAS, the EDA has selected Swanson Haskamp Consulting, LLC to provide property marketing and development services that develop and implement marketing, advertising, and communications plans to promote property within the city limits for commercial and residential developments, including the solicitation of developers, engagement of private property owners, and partnerships with local real estate agents.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

I. Scope of Service

On behalf of the EDA, Swanson Haskamp Consulting, LLC will provide the following services, consistent with State law and the directives of the EDA:

- a. Develop and implement marketing, advertising, and communications plan for identified properties within the corporate limits of the City of Brainerd;
- b. Promote property within the corporate limits of the City of Brainerd for commercial development/redevelopment and residential development;
- c. Solicit developers on behalf of the EDA;
- d. Engage identified private property owners on behalf of the EDA who have property prioritized for redevelopment; and,
- e. Develop partnerships with local real estate agents and professionals.
- f. Participate in quarterly roundtable discussions with the City of Brainerd staff and all other consultants providing services to the EDA; and
- g. Attend the regular meeting of the EDA no less than 4 times during the duration of this contract.

II. Compensation

In consideration for the services rendered by the City, the EDA shall compensate Swanson Haskamp Consulting, LLC \$31,900 annually, to be paid in monthly installments on the 15th of each month, February through December.

Monthly reports demonstrating execution of each service identified in the Scope of Services shall be delivered to the EDA by the 25th of each month prior to payments being made. Monthly reports shall be delivered in the format provided by the EDA.

III. Term

The term of this agreement shall be for a period of one year commencing on the 3rd day of February 2022 and terminating on the 31st day of December 2022 and may be extended in one-year increments through mutual agreement by the EDA and Swanson Haskamp Consulting, LLC. The EDA shall determine whether to extend this contract no later than December 15 of the contract year. Either party may terminate this agreement for any reason prior to the listed expiration date upon 30-day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the Swanson Haskamp Consulting, LLC will be prorated through the last day of the 30-day termination period.

IV. Indemnification

To the fullest extent permitted by law, Swanson Haskamp Consulting, LLC agrees to defend, indemnify and hold harmless the EDA, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Swanson Haskamp Consulting, LLC's negligence or Swanson Haskamp Consulting, LLC's failure to perform its obligations under this Agreement.

V. Compliance with Laws

The EDA and Swanson Haskamp Consulting, LLC shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.

VI. Independent Contractor Status

Swanson Haskamp Consulting, LLC is an independent Contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between EDA and Swanson Haskamp Consulting, LLC employees. Swanson Haskamp Consulting, LLC shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Swanson Haskamp Consulting, LLC also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Swanson Haskamp Consulting, LLC and that it is Swanson Haskamp Consulting, LLC's sole obligation to comply with applicable provisions of all Federal and State tax laws.

VII. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement or in a modification of this Agreement.

<i>Swanson Haskamp Consulting, LLC</i>	<i>Brainerd EDA</i>
Owner	Chair
Jennifer Haskamp	Gabe Johnson
246 S. Albert Street, Suite 2A	501 Laurel Street
St. Paul, MN 55105	Brainerd, MN 56401

VIII. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

IX. Modifications

The EDA and Swanson Haskamp Consulting, LLC hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the EDA and Swanson Haskamp Consulting, LLC and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers

of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the EDA and Swanson Haskamp Consulting, LLC.

Approved this the ____ day of _____ 2022.

Brainerd Economic Development Authority

By: _____
GABE JOHNSON
CHAIR

Swanson Haskamp Consulting, LLC

By: _____
JENNIFER HASKAMP
OWNER



**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE BRAINERD
ECONOMIC DEVELOPMENT AUTHORITY (EDA)
AND
THE BRAINERD LAKES AREA
ECONOMIC DEVELOPMENT CORPORATION**

FOR CALENDAR YEAR 2022

Whereas, the Brainerd EDA desires to actively implement an ongoing program to assist in the retention and support of its existing business community, promote the location of new businesses in the community, and support economic development in Crow Wing County; and

Whereas, the Brainerd Lakes Area Economic Development Corporation (BLAEDC), a private non-profit organization created "To Expand Business, Build Community, and Grow Jobs in Crow Wing County", has established a comprehensive program to accomplish this mission;

Therefore, the Brainerd EDA does hereby enter into this agreement with the Brainerd Lakes Area Economic Development Corporation.

I. SERVICES

BLAEDC does hereby agree to provide the following services on behalf of the Brainerd EDA:

- a) BLAEDC agrees to provide a focal point for economic development in the Brainerd area, to assist businesses and industry with their site location needs, provide financial packaging services, and business planning assistance.
BLAEDC will provide these services in cooperation with others such as the Brainerd office of the Small Business Development Center.
- b) BLAEDC will provide community services and marketing programs throughout the year to fulfill its mission to expand the tax base and increase employment.
- c) BLAEDC does hereby agree to maintain an office within the Brainerd Lakes area to conduct its services under this contract.

- d) BLAEDC will provide periodic reports to the Brainerd EDA on the activities and progress to fulfill the services identified above.
- e) A BLAEDC representative will attend Brainerd EDA meetings whenever appropriate or requested by the Brainerd EDA.

II. TERM OF CONTRACT

The term of this contract shall be one year, commencing March 1, 2022, and terminating on December 31, 2022.

III. COMPENSATION

Services Relating to Accomplishing Our Mission

The Brainerd EDA agrees to pay BLAEDC **\$35,000** for these services, payable in payments of **\$17,500** on or about **July 1, 2022** and **December 1, 2022**.

IV. REPRESENTATION

- a) The Brainerd EDA does hereby acknowledge that BLAEDC will be conducting similar and complimentary services throughout the 1,000 square miles of Crow Wing County. This acknowledgment recognizes that when BLAEDC successfully helps a company expand or locate in Crow Wing County, it ultimately helps the community of Brainerd. Depending on the locality of the business, there could be employment opportunities for residents in your area and increased spending with local businesses. With the expansion of the economic base of Crow Wing County, it enables the community to stabilize and hopefully lower property taxes, and allow an expansion and enrichment of community amenities such as parks, service programs and the like.
- b) Each party to this agreement binds himself and his partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement. Except as above, neither party shall assign, sublet, or transfer his interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement in the
Brainerd EDA, Minnesota on this day _____.

BRAINERD EDA

BRAINERD LAKES AREA ECONOMIC
DEVELOPMENT
CORPORATION

By EDA President

By Its President
Mike Dillon

ATTEST:

Its Representative

BLAEDC Executive Director
Tyler Glynn

**Brainerd Lakes Area
Economic Development Corporation**

224 West Washington Street
Brainerd, MN 56401

growbrainerdlakes.org (218) 828-0096

To: EDA Board of Commissioners
From: Eric Charpentier, Executive Director
Date: July 28th, 2022
Re: Brainerd HRA Update

General Agency Update

We are continuing to work with the city and a builder to sell 3 parcels of tax forfeited land in the city that will lead to 2 new single family homes. We were able to get clarification from the city attorney regarding an outstanding assessment on one of the parcels and this process should move forward as anticipated now. We are on track to get these parcels sold in late September, and the builder does have plans to pull building permits on these parcels within 12 months of sale. The County tax forfeit property policy continues to be a positive program that has seen good interagency teamwork to get these parcels returned to the tax rolls.

We continue to work with the developer that is interested in purchasing the former Thrifty White building in downtown. The developer does have a purchase agreement in place and is optimistic that the purchase will go through. We do have funds available through the Crow Wing County HRA Housing Trust Fund that can be accessed if the redevelopment of this property will have a housing component that meets the criteria of the fund.

Rehab

We currently have 2 homeowners we are working with through the MHFA program and 1 through the Housing Trust Fund.

Brainerd Oaks/Serene Pines/Dalmar Estates

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	64	57	0	8
Serene Pines	23	16	16	0	0
Dalmar Estates	7	3	1	0	2

*Originally 83 lots, 2 have been merged/combined into a single parcel