

ECONOMIC DEVELOPMENT AUTHORITY

City of Brainerd, Minnesota
City Hall, 501 Laurel Street, Council Chambers
Thursday, January 5th 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:

[2022-12-01 EDA Meeting Minutes.pdf](#)

B. Financial Report

Documents:

[EDA Financial Report.pdf](#)

C. DDBC Report

Documents:

[DDBC Dec 2022 Update.pdf](#)

D. Swanson Haskamp Consulting Report

Documents:

SHC Monthly Report December 2022.pdf

E. Visit Brainerd Report

Documents:

Visit Brainerd Monthly Report Form_12_22.pdf

5. New Business

A. Presentations By Consultants On 2022 Deliverables

BLAEDC

DDBC

SWANSON-HASKAMP

VISIT BRAINERD

Documents:

Consultant Presentations.pdf

B. Consider The 2023 Shared Services Agreements

Documents:

Final Memo Approve Shared Services Agreements.pdf
Shared Services Agreements Final.pdf

6. Staff Reports

Executive Director

HRA Director

7. Commissioner's Comments/Questions

8. Adjourn

BRAINERD ECONOMIC DEVELOPMENT AUTHORITY
Thursday, December 1st, 2022, 7:30 a.m.
City Hall Council Chambers

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, Marie Kirsch, Mike O'Day, Kevin Yeager, and Gabe Johnson were noted as present. 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 BEVANS AND BIESER, DULY CARRIED, TO APPROVE THE AGENDA.

Approval of Consent Calendar

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

Upon roll call Commissioners Bevans, Bieser, Kirsch, O'Day, Yeager, and Johnson voted "aye". No Commissioner voted "nay". The Chair declared the motion carried.

Old Business

Consider 2023 Shared Services Agreements

Executive Director Bergman stated that at the August EDA meeting the Board authorized staff to negotiate agreement extensions with the consultants with the revised scope of services based on the 2023-2024 EDA goals. The recommendation is to ask the consultants to attend a future meeting to present on the deliverables of the 2022 scope of services.

Commissioner Bieser requested the budgeted hours for the City of Brainerd employees compared to the actual hours for 2022.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO HAVE THE CONSULTANTS ATTEND THE NEXT REGULARLY SCHEDULED MEETING TO PRESENT THE DELIVERABLES FROM 2022; FURTHER TO APPROVE THE AGREEMENT WITH THE CITY OF BRAINERD.

Adoption of 2023 EDA Budget

City Finance Director Hillman stated that the budget assumes fully funding the shared services agreements with the consultants requests for 2023. Staff will be prepared to change these numbers during the meeting should the EDA decide to fund

different amounts. Additionally, the EDA has received the annual request for funding from the Initiative Foundation in the amount of \$5,350. That has been placed in the budget, but Staff is seeking guidance from the EDA as to whether to provide the request to the Initiative Foundation in 2023.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO CONSOLIDATE THE UNAPPROVED CONSULTANT CONTRACTS INTO MISCELLANEOUS AND PRESENT A BALANCED BUDGET TO THE CITY COUNCIL.

Meeting Schedule for 2023

Executive Director Bergman stated that with the need for a meeting with the consultants she suggested the meeting schedule for 2023 would be January, February, and every other month thereafter.

Commissioner O'Day questioned whether there would be special meetings scheduled if need be, during the year to accommodate projects that may not be able to wait two months.

Executive Director Bergman stated that yes, additional meetings could be scheduled.

Commissioner Bieser asked whether the consultants reports would still be required monthly in order to review progress.

Executive Director Bergman stated that yes, in the agreements monthly reports are still required.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO APPROVE A SEVEN MEETING SCHEDULE FOR 2023.

Staff Reports

John Schommer, HRA Rehabilitation, gave the overview of the HRA report.

Chair Johnson stated that the development at 805 Laurel may also include the buildings to the north of the Thrifty White building. They are in the middle of studies for blight for TIF.

Tyler Glynn, BLAEDC, Executive Director, stated that the Initiative Foundation has 7 projects that have been invoiced to DEED. There has been some back-and-forth discussion between DEED and the Initiative Foundation. Brainerd is on task.

Executive Director Bergman stated that there is a meeting scheduled with the Consultants for their final quarterly meeting to coordinate services. She reached out to VCV to engage them in the closing process, the company is resolving issues with the containers and change in process. They have invested money with BPU so they are very likely to continue.

Commissioner Comments

Commissioner Kirsch stated that Downtown Hometown Holidays will be taking place through out the month of December. She highlighted the events that are taking place.

Adjourn

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

The Authority adjourned at 7:55 a.m.

Secretary/Treasurer

Financial Report for EDA

As of November 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	\$ 30,624	\$ -	\$ -	\$ -
Total	\$ 30,624	\$ -	\$ -	\$ -
CDBG (Housing/Commerical (Slum & Blight/Federal Objective)):				
Downtown - #298	\$ 49,822	\$ 19,965	\$ 428,144	\$ -
SE Brainerd - #215	44,592	-	230,716	-
NE Brainerd - #218	-	-	251,426	-
Willows Project - #209	-	-	12,500	-
Old Housing - #209	3,331	-	59,286	-
Local Income - #275	77,333	14,326	13,825	-
Total	\$ 175,077	\$ 34,291	\$ 995,897	\$ -
Federal & State MIF (Commerical (Jobs)):				
Commerical - #210 ^^^	\$ -	\$ 646,427	\$ -	\$ -
Federal MIF - #296	18,417	-	-	-
Total	\$ 18,417	\$ 646,427	\$ -	\$ -
Grand Total	\$ 224,118	\$ 680,718	\$ 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.

Fund 295 EDA FUND

GL Number	Description	Balance
*** Assets ***		
295-0000-10100	CASH	30,623.73
295-0000-10700	DELINQUENT TAX RECEIVABLE	6,578.78
295-0000-15510	PREPAID OTHER	14.50
295-0000-16160	FA-LAND HELD FOR RESALE	488,252.22
Total Assets		525,469.23
*** Liabilities ***		
295-0000-20600	DEPOSITS PAYABLE	9,164.00
295-0000-22200	DEFERRED REVENUE	488,252.22
295-0000-22210	DEFERRED TAXES RECEIVABLE	4,431.78
Total Liabilities		501,848.00
*** Fund Balance ***		
295-0000-28900	FUND BALANCE/EQUITY ACCT	68,771.70
Total Fund Balance		68,771.70
Beginning Fund Balance		68,771.70
Net of Revenues VS Expenditures		(45,150.47)
Ending Fund Balance		23,621.23
Total Liabilities And Fund Balance		525,469.23

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REVENUE AND EXPENDITURE REPORT FOR CITY OF BRAINERD

Page: 1/1

PERIOD ENDING 11/30/2022

ACCOUNT DESCRIPTION	ACTIVITY FOR		YTD BALANCE	AVAILABLE	% BDGT USED
	2022 MONTH 11/30/2022	11/30/2022	11/30/2022	BALANCE	
	AMENDED BUDGET	EASE (DECREASE)	MAL (ABNORMAL)	MAL (ABNORMAL)	
Fund 295 - EDA FUND					
Function: Unclassified					
Dept 0000					
TAXES & PENALTIES					
31010 CURRENT AD VALOREM	145,036.00	0.00	78,131.51	66,904.49	53.87
31020 DELINQUENT AD VALOREM	0.00	0.00	1,634.78	(1,634.78)	100.00
TAXES & PENALTIES	145,036.00	0.00	79,766.29	65,269.71	55.00
OTHER REVENUE					
36210 INTEREST INCOME	460.00	0.00	338.94	121.06	73.68
OTHER REVENUE	460.00	0.00	338.94	121.06	73.68
Net - Dept 0000					
	145,496.00	0.00	80,105.23	65,390.77	
Dept 6510 - ECONOMIC DEVELOPMENT AUTH					
SERVICES					
43300 PROFESSIONAL SERVICES	140,500.00	11,708.33	118,495.30	22,004.70	84.34
43350 PRINTING/LEGAL PUBLICATION	0.00	0.00	74.71	(74.71)	100.00
43361 INS - GENERAL LIABILITY	150.00	7.25	87.33	62.67	58.22
43430 MISCELLANEOUS	0.00	0.00	1,248.36	(1,248.36)	100.00
43435 BOOKS/PAMPHLETS/DUES	5,350.00	0.00	5,350.00	0.00	100.00
SERVICES	146,000.00	11,715.58	125,255.70	20,744.30	85.79
Net - Dept 6510 - ECONOMIC DEVELOPMENT AUTH					
	(146,000.00)	(11,715.58)	(125,255.70)	(20,744.30)	
Total - Function Unclassified					
	(504.00)	(11,715.58)	(45,150.47)	44,646.47	8,958.43
Fund 295 - EDA FUND:					
TOTAL REVENUES	145,496.00	0.00	80,105.23	65,390.77	55.06
TOTAL EXPENDITURES	146,000.00	11,715.58	125,255.70	20,744.30	85.79
NET OF REVENUES & EXPENDITURES	(504.00)	(11,715.58)	(45,150.47)	44,646.47	8,958.43

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CHECK DISBURSEMENT REPORT FOR CITY OF BRAINERD
CHECK DATE FROM 11/01/2022 - 11/30/2022

Page 1/1

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Grant	Project	Amount
Fund: 295 EDA FUND										
11/09/2022	BB	94352	OCT 2022	BRAINERD LAKES AR	PROFESSIONAL SERVICES	43300	6510			2,916.67
										2,916.67
11/09/2022	BB	94372	OCT 2022	DESTINATION DOWNT	PROFESSIONAL SERVICES	43300	6510			1,945.83
										1,945.83
11/09/2022	BB	94425	OCT 2022	SWANSON HASKAMP C	PROFESSIONAL SERVICES	43300	6510			2,658.33
										2,658.33
11/09/2022	BB	94433	OCT 2022	VISIT BRAINERD	PROFESSIONAL SERVICES	43300	6510			2,937.50
										2,937.50
11/18/2022	BB	94456	170624	KENNEDY & GRAVEN	DEPOSITS PAYABLE	20600	0000			1,753.00
										1,753.00
11/23/2022	BB	94503	40001339/4TH INSTL	LEAGUE MN CITIES	INS - GENERAL LIABILITY	43361	6510			21.75
										21.75
					Total for fund 295 EDA FUND					12,233.08
								<No Grant>		12,233.08

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JOURNAL REGISTER FOR CITY OF BRAINERD
JE #: 1430 to 1430
Posted and Unposted Journal Entries

Page: 1/1

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
1430	11/30/2022	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: 12/27/22

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: The DDBC has assessed business owner needs through out 2022 and did not feel like there was a sufficient need to host a downtown job fair at this time. It is still the DDBC goal in 2023 to have a website portal that lists all open job opportunities in the downtown area, and will strive to make this a reality with the contribution of business owners.

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

Update: DDBC has received quotes from Blazeair to produce the videos and will begin production in early 2023.

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

Update:

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 educated small businesses and further build the Brainerd business brand that Brainerd is a great city to own and operate a business in.

Update: 13 episodes and 3 complete "Expert Series" released .

5. Coordinate 4 business owners socials.

Update: The fourth BOS will be held mid-January 2023.

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 welcomed RETHOS team members to Brainerd in OCT 2022 to meet with city employees and DDBC members. Gained more information on direct pathways to Mainstreet America accreditation and will continue to explore in 2023.

7. Other Misc. Updates

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

Report Date: December 27, 2022

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

Update:

- Update/begin identification of all publicly owned properties (anticipated part of 2023 scope)
 - Review/update inventory of actively listed properties.
 - Discussed approach with other EDA consultants and quarterly meeting; need to establish comprehensive strategy
-

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

Update:

- Continuing discussion with consultant team regarding opportunity site to determine if further master planning could be beneficial to marketing of specific property. Discussion at quarterly consultant meeting reflected need for coordinated effort – planned continuing discussion in 2023.
-

3. Solicit developers on behalf of the EDA.

Update:

- Toured volumetric modular manufacturing facility (startup). Expressed interest in Brainerd market.
 - Initial contact from multi-family developer in Duluth – interested in Brainerd market. Currently trying to set up a time to meet and/or discuss opportunities.
-

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

Update:

- Ongoing/continued update of market data.
-

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

Update:

6. Other Misc. Updates

Update:

- Quarterly consultant meeting in December. Good discussion that focused on the team's approach to 2023 services.
-

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

Report Date: 12/27/2022

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: This strategy is only 50% complete. The original scope included Facebook advertising to recruit workers to the city but I had questions about the types of jobs available which lead to conversations about cooperation with local recruitment companies which resulted in writing a pitch letter to them; I had questions about where to point the digital ads which resulted in the purchase of a domain and the start of a landing page; I would like to carry over the remaining funds and use them to finish the website and to connect with recruitment companies in Q1 of 2023. I debated just running Facebook ads but decided it would be better long-term to develop a page that we can utilize for the EDA.

Fund Balance: \$1273.83 out of \$2,500

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: I ended up moving away from the digital campaign again because ideally, we would have a place to point people looking for information on the EDA. Instead, I did a top-of-mind-awareness ad campaign using Minnesota Public Radio ads on the news stations in Brainerd, St. Cloud and Bemidji, digital billboard on Highway 371 North near Crow Wing Power, and ran a print ad in Initiative Quarterly. I would still recommend using digital advertising in 2023: SEO key word search, Facebook ads, and Google network display ads.

Fund balance: \$0; I went over-budget in on this one but borrowed money from the summer ad campaign which was under-budget.

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: I ended up moving away from the digital campaign again because ideally, we would have a place to point people looking for information on the EDA. Instead, I did a top-of-mind-awareness ad campaign using Minnesota Public Radio ads on the news stations in Brainerd, St. Cloud and Bemidji, digital billboard on Highway 371 North near Crow Wing Power, and ran a

print ad in Initiative Quarterly. I would still recommend using digital advertising in 2023: SEO key word search, Facebook ads, and Google network display ads.

- 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: Completed.

Fund balance: \$0; I didn't spend the full amount budgeted this summer and had \$4,204 left over so I spent more in the winter campaign and added digital billboards to items 2 and 3.

- 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: Completed. Ran a multi-media ad campaign including on-air radio ads on the Hubbard radio stations in Brainerd; print ads in the Brainerd Dispatch; streaming services ads via Spectrum Reach; digital billboard on Highway 371 North near Crow Wing Power.

- 6. Other Misc. Updates**

None to report.

Scope of Service	Ad Spend
Recruiting Workers	\$ 2,500.00
Website domain	\$ (6.17)
Website hosting annual fee	
Create landing page	\$ (1,000.00)
Wrote pitch letter	\$ (100.00)
Designed Facebook ads	\$ (100.00)
Pitch letters printing	\$ (20.00)
Meetings with recruiters, businesses, possible partners	
Facebook ads	
Subtotal	\$ 1,273.83
Recruiting Entrepreneurs, Developers, Investors to Start a Business	\$ 2,500.00
IQ Ad Fall 22 edition (50%)	\$ (250.00)
Radio - MPR (Bemidji, Brainerd, St. Cloud)	\$ (2,250.00)
Facebook ads	\$ -
Lamar - Digital billboard	\$ (600.00)
Subtotal	\$ (600.00)
Recruiting Existing Businesses to Relocate	\$ 2,500.00
IQ Ad Fall 22 edition (50%)	\$ (250.00)
Radio - MPR (Statewide)	\$ (2,250.00)
Facebook ads	\$ -
Lamar - Digital billboard	\$ (600.00)
Subtotal	\$ (600.00)
Summer Shopping Campaign	\$ 15,000.00
Radio - Hubbard	\$ (6,288.00)
Radio - MPR (Brainerd News & Classical)	\$ (2,008.00)
Spectrum Reach - OTT Streaming	\$ (2,500.00)
Subtotal	\$ 4,204.00
Winter Shopping Campaign	\$ 7,500.00
Radio - Hubbard	\$ (5,000.00)
Spectrum Reach - OTT Streaming	\$ (2,500.00)
Lamar - Digital billboard	\$ (1,200.00)
Brainerd Dispatch	\$ (1,636.20)
Subtotal	\$ (2,836.20)
Total Budget	\$ 30,000.00
Total Over/Under Budget	\$1,441.63

MEMO



TO: EDA Board of Commissioners

FROM: Executive Director, Jennifer Bergman

DATE: December 30, 2022

RE: Presentation by Consultants on the 2022 Deliverables

At the December EDA Board meeting, the Board considered the 2023 Shared Services Agreements with BLAEDC, DDBC, Swanson Haskamp Consulting and Visit Brainerd. The motion by the Board was to have the consultants attend the January meeting to present the deliverables from the 2022 agreements prior to considering the 2023 agreements.

BLAEDC

The EDA entered into an Agreement for Professional Services, as opposed to a Shared Services Agreement, with BLAEDC. This Agreement states that BLAEDC will:

- 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 (in cooperation with other such as the Small Business Development Center)
- Provide community services and marketing programs throughout the year to fulfill its mission to expand the tax base and increase employment
- Maintain an office within the city limits of Brainerd to conduct its services
- Provide an annual report to the Brainerd EDA on the activities and progress to fulfill the services identified above
- Attend the Brainerd EDA meetings whenever appropriate or requested by the EDA

DDBC (Destination Downtown Business Coalition)

The following are the items listed in the DDBC's Scope of Services in their 2022 Shared Services Agreement:

- 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
- Produce and distribute promotional videos featuring local business owners on a monthly basis
- Conduct 4 classes designed to provide instruction in areas of business operations unique to small and start-up businesses
- 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

- Coordinate 4 business owners socials
- 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

Swanson Haskamp Consulting

The following are the items listed in Swanson Haskamp Consulting's Scope of Services in their 2022 Shared Services Agreement. Jennifer Haskamp provided a written report on SHC 2022 deliverables (see attached).

- Develop and implement marketing, advertising, and communications plan for identified properties within the city
- Promote property with the city for commercial development/redevelopment and residential development
- Solicitate developers on behalf of the EDA
- Engage identified private property owners on behalf of the EDA who have property prioritized for redevelopment
- Develop partnerships with local real estate agents and professionals

Visit Brainerd

The following are the items listed in Visit Brainerd's Scope of Services in their 2022 Shared Services Agreement:

- 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
- 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
- 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
- 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
- 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

The consultants were required to submit monthly reports which were included on the monthly EDA agenda under the consent calendar. The monthly reports were tailored specifically after the Scope of Service in each agreement.

Each consultant will be in attendance to present on their 2022 accomplishments.



MEMO

To: Brainerd EDA

CC: Jennifer Bergman, City Administrator

From: Jennifer Haskamp, AICP, SHC

Date: December 30, 2022

RE: 2022 Year in Review

This memo is intended to provide a summary and overview of SHC's work completed in 2022 as it relates to the scope of services identified in the contract. After working with the EDA and the consultant team throughout the year we have learned a lot, and we believe moving into 2023 that we can refine our tasks and align them more closely with the EDA's objectives moving forward.

Summary/Background

SHC's 2022 scope of services was general with the high-level objective of promoting real estate development and redevelopment opportunities in the City of Brainerd. To that end, most of our tasks identified in the 2022 contract do not have a finite ending date and we continue to work on the tasks while refining our approach into the new year.

The following summary by task identified in the 2022 contract is provided for your reference and information prior to the meeting.

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

Status: On-going (refined initiative in 2023)

SHC Activities:

- In early 2022 SHC worked with the Community Development Direct, City Administrator and the EDA to identify a list of properties that would be candidates for sale, development and redevelopment. This effort took approximately two to three months to complete, and a prioritization effort was completed with the EDA. The process of prioritization led to the identification of Tier 1 properties that were City Owned and were underutilized parking lots primarily located in Downtown.
- In each quarterly consultant meeting the team discussed the approach to marketing properties (i.e. where on the website should properties/opportunities be shown, hard copy, incorporated into ad campaigns, etc.)
- Developed interactive PDF business inventory of DT and Washington corridor. Propose to expand in 2023 to include municipally owned properties with key property metrics.



(b.) Promote property within the corporate limits of the City of Brainerd for commercial development/ redevelopment and residential development.

Status: On-going

SHC Activities:

- Fit and constraint analysis of Tier 1 properties was completed in Q2 and Q3 of 2022. The analysis has served as the basis for discussion with local, regional and metro builders, contractors, etc.
- Market Analysis for commercial and residential properties was completed and presented to the EDA. The market analysis is used to support the promotion of properties to the development community and represent the needs and demands for new development in the City.

(c.) Solicit developers on behalf of the EDA.

Status: On-Going (complete)

SHC Activities:

- SHC met and reached out to several developers (meetings with four local/regional developers, discussions with other) regarding the Tier 1 properties and discussed options.
- High-level proforma development was complete and initial conversation with developers indicated that “gap” financing would likely be necessary given construction prices and labor shortages.
- Given the feedback we reached out to several contractors to discuss options/opportunities and interest in being able to serve the Brainerd area.
- Toured volumetric modular manufacturing facility with capability (and interest) in Brainerd area (owner and developer).
- Initial contact with apartment developer from Duluth (met through realtor contact/recommendation).

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

Status: On-going (complete)

SHC Activities:

- SHC prepared a list of contacts, owners and businesses along the Washington corridor and downtown.
- Draft questionnaire is prepared to reach out to owners and determine interest in (re)development.
- Revisit list in early 2023 and solicit new contacts. Based on outcomes of research completed in (a) and (b) of tasks other opportunities may offer better diversification of new products in the City.

(e.) Develop partnerships with local real estate agents and professions.

Status: On-going

SHC Activities:

- SHC attended two virtual meetings with local real estate companies (Close is the most dominant in the space). Met with regional real estate companies with clients indicating potential interest in the Brainerd area.
- A draft questionnaire has been prepared for interviews – recommend timing in Q1 of 2023.



- Focus of relationship development is building network of interested buyers and/or sellers.

(f.) *Participate in quarterly roundtable discussions with the City of Brainerd staff and all other consultants providing services to the EDA.*

Status: Complete

SHC Activities:

- Attended all quarterly consultant meetings in person.
- Worked through approach to collaboration, roles and responsibilities, etc.

(g.) *Attend regular meetings of the EDA no less than 4 times during the duration of the contract.*

Status: Complete

SHC Activities:

- Attended three meetings in-person and presented materials from tasks (a) and (b).
- Attended four (4) meetings virtually, presented virtually at two (2) meetings.

Moving forward into 2023

We are excited to continue building on the work completed and started in 2022. As presented in our proposal for next year's services, we propose to refine and modify our scope to better match with your stated objectives. Some of our lessons learned from this year and thoughts about next year:

- The monthly progress report for our services needs to be revamped so it better communicates to the EDA what we are up to. Look for the new format in the coming year.
- The consultant team is filled with members that are a wealth of information – we need to leverage each other's skills and collaborate more in 2023.
- There are significant opportunities for development and redevelopment in the City, and with the 2022 market foundation in place we can move forward faster in 2023 to position specific properties.
- We should revisit the "priority" properties early in 2023 to make sure they still align with the EDA's goals and objectives.
- After revisiting the prioritization, if the EDA wants to actively list any of the City's owned properties we need to enter into a listing agreement so we can put it on the public portals such as MNCAR.

We will be at the January 5, 2023 meeting to discuss 2022 and answer any questions about the 2023 proposal for services.

Happy New Year to you all!

Jennifer

MEMO



TO: EDA Board of Commissioners

FROM: Executive Director, Jennifer Bergman

DATE: December 30, 2022

RE: Consider 2023 Shared Services Agreements

At the August EDA Board meeting, the Board authorized staff to negotiate agreement extensions with BLAEDC, the City of Brainerd, DDBC, Swanson Haskamp and Visit Brainerd. The consultants revised their scope of service based on the adopted 2023-2024 EDA goals. They have also asked for an increase in compensation. Attached are the four agreements. Listed below is a comparison from 2022 to 2023:

	2022	2023
BLAEDC	\$35,000	\$35,000
DDBC	\$23,350	\$24,675
Swanson Haskamp	\$31,900	\$35,000
Visit Brainerd	\$35,250	\$40,000
Total	\$125,500	\$134,675

At the December meeting, the Board asked that the consultants present on the 2022 deliverables based on the Scope of Services from the 2022 Shared Services Agreements; however, the Board did authorize fully funding the Agreement with the City of Brainerd for \$17,000.

Also at the December meeting, the EDA considered the 2023 budget and made a motion to consolidate the unapproved consultant contracts into miscellaneous. The amount on that line item totaled \$130,380 (see attached budget).

If the EDA fully funds the 2023 Shared Services Agreements for all four consultants, the EDA would have to use \$4,295 of the EDA's projected fund balance of approximately \$67,000.

Recommendation:

Authorize the Chair and Executive Director to enter into the Shared Services Agreements as presented with BLAEDC, DDBC, Swanson Haskamp and Visit Brainerd.

MEMO



TO: EDA Board of Commissioners

FROM: Executive Director, Jennifer Bergman

DATE: November 23, 2022

RE: Consider 2023 Shared Services Agreements

At the August EDA Board meeting, the Board authorized staff to negotiate agreement extensions with BLAEDC, the City of Brainerd, DDBC, Swanson Haskamp and Visit Brainerd. The consultants revised their scope of service based on the adopted 2023-2024 EDA goals. They have also asked for an increase in compensation. Listed below is a comparison from 2022 to 2023:

	2022	2023
BLAEDC	\$ 35,000	\$ 35,000
City of Brainerd	\$ 15,000	\$ 17,000
DDBC	\$ 23,350	\$ 24,675
Swanson Haskamp	\$ 31,900	\$ 35,000
Visit Brainerd	\$ 35,250	\$ 40,000
	\$ 140,500	\$ 151,675

If the EDA elects to fully fund all five of these contracts, based on the proposed budget, the EDA would need to use approximately \$4,295 of your projected 12/31/2022 fund balance of \$67,895 to achieve a balance budget for 2023.

Recommendation:

After review of the agenda with the EDA Chair, several questions were raised about the completion of the items in the 2022 scope of services. Each agreement included a scope of service which detailed deliverables to be provided by the consultant (see attached 2022 Shared Services Agreements).

The recommendation is to ask the consultants to attend a future meeting to present on the 2022 scope of services and what was delivered to the EDA, or the barriers of it not delivered. Further, ask them to present on their proposed 2023 agreement including the scope of services and the cost for service.

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

FOR CALENDAR YEAR 2023**

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 city limits of Brainerd to conduct its services under this contract.

- d) BLAEDC will provide an annual report 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 January 1, 2023, and terminating on December 31, 2023.

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, 2023** and **December 1, 2023**.

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



**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



By EDA President

BRAINERD LAKES AREA ECONOMIC
DEVELOPMENT
CORPORATION

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

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. Oversee the EDA's Strategic Plan and complete goals and objectives; report results quarterly to the EDA; and,
- e. Communicate potential problems to the EDA Board and offer viable solutions; and
- f. Schedule EDA Board meetings, prepare Agendas and materials (including program/project reports, fiscal reports, resolutions and minutes), attend Board meetings; and
- g. Maintain all records of the EDA per laws and regulations; and
- h. Manage agreements between the EDA and hired consultants; and
- i. Represent the EDA in the River to Rail Initiative meetings; and,
- j. Coordinate quarterly roundtable discussions with all consultants providing services to the EDA; and
- k. 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 \$17,000 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 1st day of January 2023 and terminating on the 31st day of December 2023. 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 3rd day of February, 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 3rd day of February 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 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. Produce promotional videos featuring local business owners;
- b. Host 4 business owner networking events;
- c. Coordinate Main Street Program; and,
- d. Participate in quarterly roundtable discussion 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 \$24,675 annually, to be paid in monthly installments on the 15th of each month beginning January 1, 2023.

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 1st day of January 2023 and terminating on the 31st day of December 2023 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 up on 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 ____ day of _____ 2022.

Brainerd Economic Development Authority

Destination Downtown Business Coalition

By: _____

GABE JOHNSON, CHAIR

By: _____

MIKE ANGLAND,
PRESIDENT, BRAINERD RESTORATION

SHARED SERVICES AGREEMENT

This agreement is entered into this 3rd day of February, 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 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. Create and maintain an inventory of under-utilized and/or undeveloped property including:
 1. City owned or other publicly owned/government-controlled property.
 2. Identify priority areas for infill; revisit identified Tier 1 properties established in 2022 and add additional areas/properties to meet objectives.
 3. Identify priority greenfield development areas to meet housing goals.
- b. Develop strategy for marketing and promotion for identified properties established as 2023 priority. Strategy includes:
 1. Review high-level proforma to inform marketing strategy.
 2. Prepare concept/general master plans for priority properties (3-5 properties, depending on scale) to be used for promotion and solicitation.
 3. Establish branding and marketing (includes layout, medium, information).
 4. Develop partnerships with local real estate agents and professionals.
 5. Engage identified private property owners on behalf of the EDA who have property prioritized for redevelopment.
- c. Establish relationships with developers on behalf of the EDA. Activities will include:
 1. Proforma refinement and cost input.
 2. Site review/collaboration to determine interest in priority areas.
- d. Participate in quarterly roundtable discussions with the City of Brainerd staff and all other consultants providing services to the EDA.
 1. Develop strategy with other EDA consultants to maintain (electronically) data generated through this process.
 2. Collaborate with other EDA consultants to develop strategy for inventory and promotion of vacant properties (this may include for-sale, space for lease, spaces expected to become available, etc.)

- e. Lead/Participate in one (1) business roundtable. Topic to address growth (location/site/physical building) and future plans in Brainerd.
- f. 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 \$35,000 annually, to be paid in monthly installments on the 15th of each month, January 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 1st day of February 2023 and terminating on the 31st day of December 2023 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.

Swanson Haskamp Consulting, LLC

Owner
Jennifer Haskamp
246 S. Albert Street, Suite 2A
St. Paul, MN 55105

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 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 up on 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

Swanson Haskamp Consulting, LLC

By: _____

By: _____

GABE JOHNSON, CHAIR

JENNIFER HASKAMP, OWNER

SHARED SERVICES AGREEMENT

This agreement is entered into this 3rd day of February 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 3rd day of February 2022.

Brainerd Economic Development Authority

By: 
GABE JOHNSON
CHAIR

Swanson Haskamp Consulting, LLC

By: _____
JENNIFER HASKAMP
OWNER

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 a website;
- b. Assist with creating a marketing strategy;
- c. 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;
- 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;
- 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 \$40,000 annually, to be paid in monthly installments on the 15th of each month, January 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 1st of January 2023 and terminating on the 31st day of December 2023 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 up on 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

Visit Brainerd

By: _____
GABE JOHNSON, CHAIR

By: _____
CHAIR, VISIT BRAINERD BOARD

SHARED SERVICES AGREEMENT

This agreement is entered into this 3rd day of February, 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

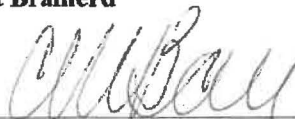
and Visit Brainerd and is binding up on themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of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

Approved this the 3rd day of February 2022.

Brainerd Economic Development Authority

By: 
GABE JOHNSON
CHAIR

Visit Brainerd

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