



## **ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

City of Brainerd, Minnesota  
City Hall, 501 Laurel Street, Council Chambers  
Wednesday, September 6, 2023 @ 8:30 AM

The public is invited to attend these meetings in person

**Meetings are broadcast on CTC ch 8, Charter ch 181, YouTube, AppleTV, Roku, and Amazon FireTV**

1. **Call To Order**

2. **Roll Call**

\_\_\_K. Bevans \_\_\_T. Bieser \_\_\_J. Grecula \_\_\_G. Johnson \_\_\_M. Kirsch \_\_\_M. O'Day \_\_\_P.  
Sandy \_\_\_K. Yeager

3. **Discussion Items**

A. **Discussion on Branding and Website**

B. **Discussion on 2024 Consultants Agreements and Future Scope of Services**

4. **Adjourn**

Visit the City's Website at [www.ci.brainerd.mn.us](http://www.ci.brainerd.mn.us)

### MISSION

*"Provide high quality, cost effective public services and leadership in creating a sustainable city"*

# Brainerd EDA

Branding Presentation

September 6, 2023

Mary Devine Johnson, Visit Brainerd

# Elements of Strong Logo Design

- ▶ Let's make one thing clear—"good logo design" is subjective. Personal taste and preference will inevitably become a factor when assessing logo quality.
- ▶ We recommend thinking of the logo as a communication tool—it should always speak clearly.
  - ▶ Does it say who you are right from the start?
  - ▶ Does it have a built-in message or meaning?

# Elements of Strong Logo Design

1. Does the logo embody the brand itself?
2. Is the logo aesthetically pleasing?
3. Is the logo memorable and identifiable?
4. Is the logo functional?

## Design Elements Scorecard: **Logo Option** \_\_\_\_\_

Please score the logo with a 1 or 2 for the following design elements.

<p><b>1. Does the logo embody the brand itself?</b></p> <p>____ Give a sense of what you do?</p> <p>____ Support your organization's goals and objectives?</p> <p>____ Match the tone of your organization?</p> <p>____ Appropriate for your audience and sector?</p>	<p><b>2. Is the logo aesthetically pleasing?</b></p> <p>____ Distinguish you from other organizations?</p> <p>____ Have a unique look?</p> <p>____ Convey a sense of professionalism?</p> <p>____ Stand the test of time and will look just as strong in several years as it does now?</p>	<p><b>3. Is the logo memorable and identifiable?</b></p> <p>____ Stick in people's minds?</p> <p>____ Convey a sense of hope or other positive emotion?</p> <p>____ Stand out and catch your eye?</p> <p>____ Engage the viewer?</p>	<p><b>4. Is the logo functional?</b></p> <p>____ Crisp?</p> <p>____ Easy to read and understand?</p> <p>____ Reproduces well in small sizes and different mediums?</p> <p>____ Look just as good in one color or black and white as it does in full color?</p>
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\_\_\_\_ Total Score



**BRAINERD**

**— ECONOMIC DEVELOPMENT —**

**Our Future is Bright. Let's Shine.**

**BRAINERD**  
— ECONOMIC DEVELOPMENT —  
Our Future is Bright. Let's Shine.

**BRAINERD**  
— ECONOMIC DEVELOPMENT —  
Our Future is Bright. Let's Shine.



BRAND TOOL PRESENTATION

**ITEM CREATIVE**  
WE BUILD BRANDS | ITEAMcreative.com

- INTELLECTUAL PROPERTY -

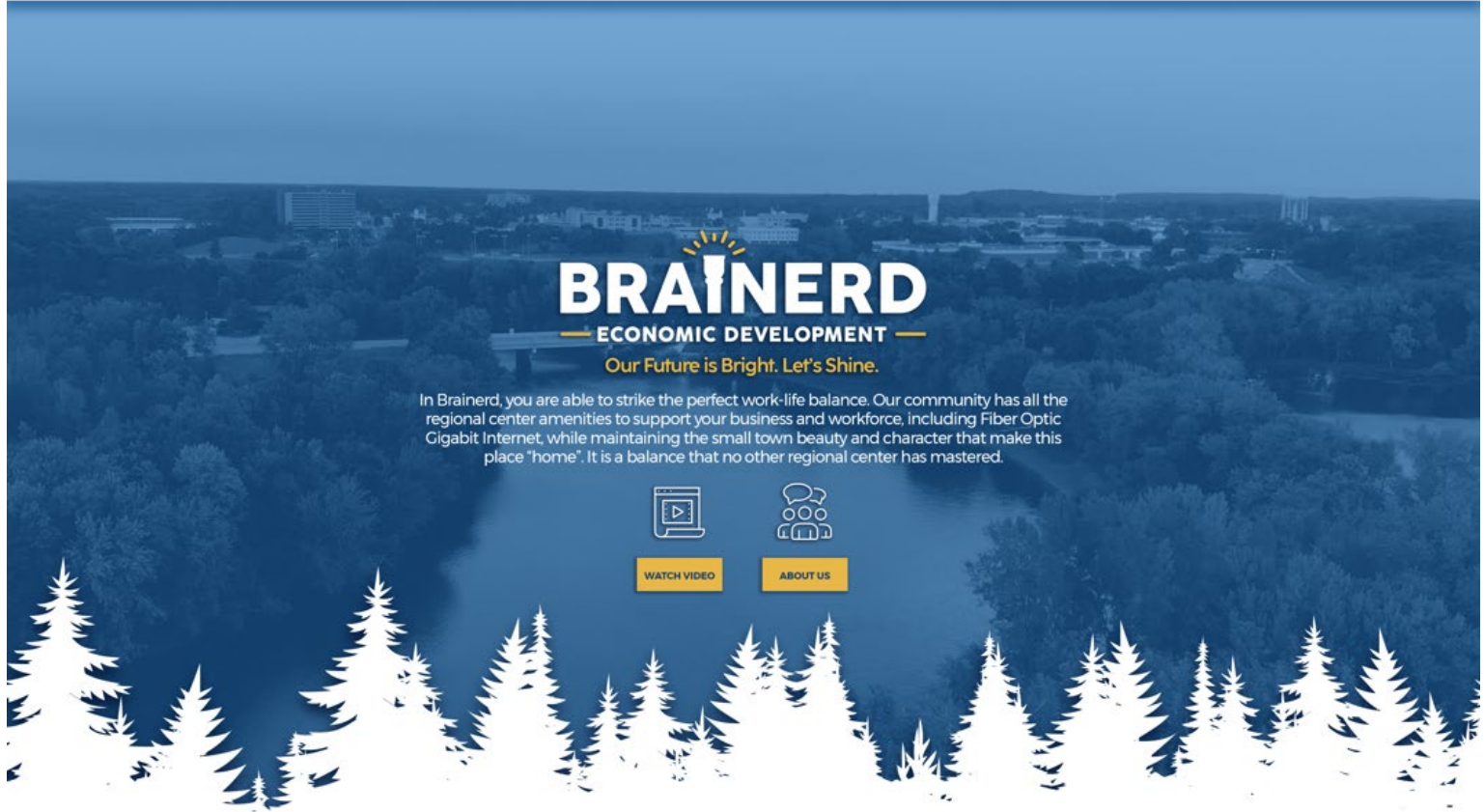




BRAND TOOL PRESENTATION

ITEM CREATIVE  
WE BUILD BRANDS | ITEAMcreative.com

- INTELLECTUAL PROPERTY -



# BRAINERD

ECONOMIC DEVELOPMENT

Our Future is Bright. Let's Shine.

In Brainerd, you are able to strike the perfect work-life balance. Our community has all the regional center amenities to support your business and workforce, including Fiber Optic Gigabit Internet, while maintaining the small town beauty and character that make this place "home". It is a balance that no other regional center has mastered.



WATCH VIDEO



ABOUT US



## CATCHY HEADLINE HERE

In Brainerd, you are able to strike the perfect work-life balance. Our community has all the regional center amenities to support your business and workforce, including Fiber Optic Gigabit Internet, while maintaining the small town beauty and character that make this place "home". It is a balance that no other regional center has mastered.

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Gigabit Internet, while maintaining the small town beauty and character that make this place "home". It is a balance that no other regional center has mastered.

# MEMO



**TO:** EDA Board of Commissioners

**FROM:** James Kramvik, Community Development Director

**DATE:** September 6, 2023

**RE:** Discussion on 2024 Consultants Agreements and Future Scope of Services

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## INTRODUCTION

At the January 5, 2023 EDA Board meeting, the Board authorized the chair and executive director to enter into the shared services agreements with BLAEDC, Swanson-Haskamp, and Visit Brainerd. Prior to authorization, the consultants presented on their 2022 deliverables and scope of services. The EDA Board also authorized an adjusted the contract amount of \$10,000 to fund DDBC and authorized the chair and executive director to enter into the shared services agreement at the February 2, 2023 regular EDA Board meeting.

	2022	2023
BLAEDC	\$35,000	\$35,000
DDBC	\$23,350	\$10,000
Swanson Haskamp	\$31,900	\$35,000
Visit Brainerd	\$35,250	\$40,000
Total	\$125,500	\$120,000

In addition to the consultants shared services agreements, the Board also authorized fully funding the agreement with the City of Brainerd for \$17,000 in 2023.

## 2024 EDA FUND PRELIMINARY LEVY REQUEST

At the August 3<sup>rd</sup> EDA Board Meeting the Board approved a preliminary tax levy request of \$186,812, which is the maximum EDA fund allowed by state statute (469.107 s.1). The request was forwarded to City Council for consideration.

## 2023 GOALS AND OBJECTIVES OF THE EDA

A primary deliverable from the consultant agreements in 2023 is the creation of a branding package along with a website. A website, logo, and slogan are important steps in order to begin marketing the EDA and to create a space for all of the data and deliverables that have already been completed by the consultants. The EDA website, among other economic development information, will reference available properties owned by the City of Brainerd, master plans for

Brainerd properties, and a list of underutilized or vacant properties. The website will become a “one stop shop” for potential business owners or developers.

## **2024 SCOPE OF SERVICES**

The following scope of services are recommended in addition to the routine deliverables in 2022 and 2023:

- 1) A marketing strategy and campaign for the new website and available Brainerd properties.
- 2) A plan or transition plan for website updates.
- 3) Available properties, both public and private, will need to be updated on a continual basis.
- 4) Consider entering into an agreement with a realty company to market Brainerd properties.
- 5) Printing and placement of signage on available properties.
- 6) Master planning trailside park.
- 7) Creation of a revolving loan fund for small businesses or façade improvements.

## **FUTURE PLANNING**

Staff recommends continuing with the consultants in 2024 as the EDA’s website goes online and a marketing strategy is created to make businesses and developers aware of the opportunities in Brainerd. Staff also recommends the EDA Board discuss the future beyond 2024 and if there may be a need for an Executive Director of the EDA to manage future operations.

In addition to the discussion about the future of the EDA, staff will provide a brief presentation on Placer.ai software which may be beneficial for future economic development decisions. BLAEDC currently has a contract in 2023 for this software.

## **SHARED SERVICES AGREEMENT**

This agreement is entered into this 1st day of December, 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 1<sup>st</sup> day of January 2023 and terminating on the 31<sup>st</sup> 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 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 City.

Approved this the 1st day of December 2022.

**Brainerd Economic Development Authority**

By:   
\_\_\_\_\_  
GABE JOHNSON  
CHAIR

**City of Brainerd**

By:   
\_\_\_\_\_  
KELLY BEVANS  
BRAINERD CITY COUNCIL PRESIDENT





**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**.

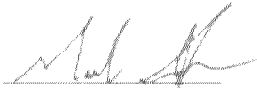
## IV. REPRESENTATION

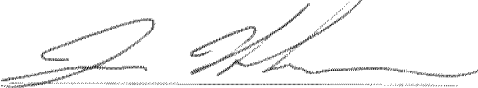
- a) The Brainerd EDA does hereby acknowledge that BLAEDC will be conducting similar and complimentary services throughout the 1,000 square miles of Crow Wing County. This acknowledgment recognizes that when BLAEDC successfully helps a company expand or locate in Crow Wing County, it ultimately helps 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 January 5th, 2023.

BRAINERD EDA

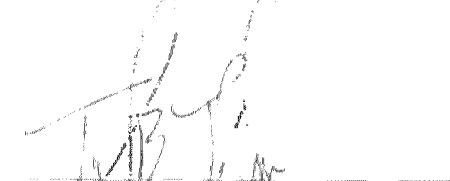
BRAINERD LAKES AREA ECONOMIC DEVELOPMENT CORPORATION

  
By EDA President

  
By Its President  
Mike Dillon Jim Hankensen

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 2023**

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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;

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- 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

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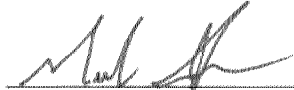
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- b) Each party to this agreement binds himself and his partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in 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 January 5th, 2023.

BRAINERD EDA

BRAINERD LAKES AREA ECONOMIC  
DEVELOPMENT CORPORATION



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By EDA President

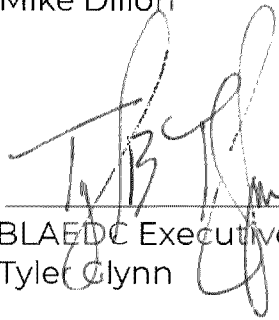
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By Its President  
Mike Dillon

ATTEST:

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Its Representative



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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 2nd day of February, 2023; 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 and distribute 12 promotional videos featuring local business owners, funding for producing videos is from 2022 received payments;
- b. Host 4 business owner networking events;
- c. Apply for Mainstreet America Affiliate Membership;
- d. Organize and host kickoff meeting with Mainstreet America/Rethos staff;
- e. Attend educational events and classes to support the Mainstreet Program;
- f. Support Mainstreet events with advertising materials; and,
- g. 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 \$10,000 annually, to be paid in monthly installments on the 15th of each month beginning February 2, 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 2<sup>nd</sup> 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 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**

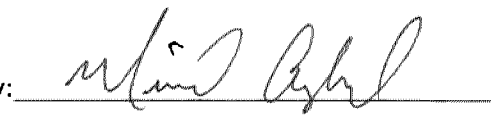
The EDA and the Destination Downtown Business Coalition hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the EDA and the Destination Downtown Business 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 2<sup>nd</sup> day of February 2023.

Brainerd Economic Development Authority

Destination Downtown Business Coalition

By:   
Kevin Yeager, CHAIR

By:   
MIKE ANGLAND,  
PRESIDENT, BRAINERD RESTORATION

## SHARED SERVICES AGREEMENT

This agreement is entered into this 5th day of January, 2023; 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 1<sup>st</sup> day of February 2023 and terminating on the 31<sup>st</sup> 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*

*Brainerd EDA*

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 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 5<sup>th</sup> day of January 2023.

Brainerd Economic Development Authority

Swanson Haskamp Consulting, LLC

By: \_\_\_\_\_

GABE JOHNSON, CHAIR

By: \_\_\_\_\_

JENNIFER HASKAMP, OWNER

## AMENDED SHARED SERVICES AGREEMENT

This amended agreement is entered into this 6<sup>th</sup> day of April, 2023; between Visit Brainerd, Inc., 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 relocate a business, and shop; and

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. Develop a branding package including an EDA logo and slogan.
- 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.
- h.

### II. Compensation

In consideration for the services rendered by Visit Brainerd, 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 1<sup>st</sup> of January 2023 and terminating on the 31<sup>st</sup> 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*

*Brainerd EDA*

Executive Director  
Mary Devine Johnson  
706 Laurel St.  
Brainerd, MN 56401

Chair  
Kevin Yeager  
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 6<sup>th</sup> day of April 2023.

Brainerd Economic Development Authority

Visit Brainerd

By:   
KEVIN YEAGER, CHAIR

By:   
CHAIR, VISIT BRAINERD BOARD

## SHARED SERVICES AGREEMENT

This agreement is entered into this 5th day of January, 2023; 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 1<sup>st</sup> of January 2023 and terminating on the 31<sup>st</sup> 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 5th day of January 2023.

Brainerd Economic Development Authority

Visit Brainerd

By:   
GABE JOHNSON, CHAIR

By:   
CHAIR, VISIT BRAINERD BOARD