



## **ECONOMIC DEVELOPMENT AUTHORITY AGENDA**

City of Brainerd, Minnesota  
City Hall, 501 Laurel Street, Council Chambers  
Thursday, February 8, 2024 @ 7:30 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. **Annual Meeting**

A. **President's Report**

B. **Review of the Bylaws**

C. **Election of President**

D. **Election of Vice President**

E. **Election of Secretary**

4. **Approval Of Agenda - Voice Vote**

5. **Consent Calendar**

NOTICE TO PUBLIC - all matters listed are considered routine by the Board 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 Board votes on the motion to be ADOPTED BY ROLL CALL

A. **Approval of Minutes**

B. **Financial Reports**

C. **Swanson Haskamp Report**

D. **DDBC Report**

E. **Visit Brainerd Report**

6. **Unfinished Business**

- A. **Review Website Design by Visit Brainerd**
  - B. **Approve Contract with Kamp Real Estate and Development**
  - C. **Discuss Potential Salary Range, Job Description, and Experience for an EDA Economic Development Director**
7. **New Business**
- A. **Direct Staff to Work with BLAEDC on a Revolving Loan for Facade Improvements**
  - B. **Review Preliminary Framework for 2024**
8. **Staff Reports**  
(Verbal: Any Updates since Packet)
9. **Commission Member Reports**
10. **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"*

**BYLAWS OF THE  
ECONOMIC DEVELOPMENT AUTHORITY  
OF BRAINERD, MINNESOTA**

**ARTICLE I - THE AUTHORITY**

Section 1. Name of Authority. The name of the Authority is the "Economic Development Authority of Brainerd, Minnesota."

Section 2. Seal of Authority. The seal of Authority shall be in the form of a circle and shall bear the name of the Authority and the date of its establishment.

Section 3. Office of Authority. The offices of the Authority are at City Hall in the City of Brainerd, State of Minnesota, or at such other place as the Authority may designate by resolution.

**ARTICLE II OFFICERS**

Section 1. Officers. The officers of the Authority are the President, Vice-president, and Secretary/Treasurer.

Section 2. President. At the annual meeting, the President shall submit to the Authority a report summarizing the activities and programs of the Authority for the past year and containing the President's recommendation for Authority activities for the ensuing year.

Section 3. Vice-President. The Vice-President shall perform the duties of the President on the absence or incapacity of the resignation or death of the President, the Vice-President shall perform such duties as are imposed on the President until such time as the Authority shall select a new President.

Section 4. Secretary/Treasurer. The Secretary/Treasurer shall oversee the keeping of all minutes of the Board and shall oversee the maintenance of all records of the Authority. He or she shall be responsible for the oversight and recording and maintaining of accurate records of the meetings of the Board and of all official actions, official, financial, and otherwise, taken by or on behalf of the Authority.

Section 5. Executive Director. The City Administrator shall be the Executive Director of the Authority and shall have general supervision over the administration of its business and affairs, subject to the direction of the Authority. The Executive Director is charged with the management of the economic development projects of the Authority.

Section 6. Other Administrative Officers. The Authority may designate an assistant to the Secretary who shall keep the records of the Authority, shall act as recorder of the meetings of the Authority, and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office of Secretary. The Secretary shall keep in safe custody the seal of the Authority and shall have

power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

The Brainerd Finance Director shall be the Assistant Treasurer of the Authority and shall have the care and custody of all funds of the Authority. He or she shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Executive Director and the Secretary/Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall also be countersigned by the President.

The Assistant Treasurer shall keep regular books of account showing Authority receipts and expenditures and shall render to the Authority, at each annual meeting (or as often as requested), an account of the Authority's financial transactions and also of the financial condition of the Authority.

Section 7. Combining Administrative Offices: Compensation. The compensation of the administrative personnel of the Authority other than the Executive Director and Assistant Treasurer shall be determined by the Authority. Any two or more administrative offices may be combined.

Section 8. Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the bylaws or rules and regulations of the Authority.

Section 9. Election or Appointment. The President, Vice-President, and Secretary/Treasurer shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority and shall hold office for one year or until their successors are elected and qualified.

Section 10. Vacancies. Should the office of President, Vice-President, or Secretary/Treasurer become vacant, pursuant to Minnesota Statutes 351.02 or by other provisions of law, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of the office.

Section 11. Additional Personnel. The Authority may from time to time employ or contract for such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by Minnesota Statutes, 469.097, applicable thereto. Such personnel may be employees of the Authority, employees of other governmental organizations, or independent contractors. The selection and compensation of such personnel shall be determined by the Authority subject to the laws of the State of Minnesota.

### ARTICLE III MEETINGS

Section 1. Annual Meeting. The annual meeting of the Authority shall be its first regular meeting in February each year.

Section 2. Regular Meetings. Regular meetings of the Authority shall be held on the first Thursday of every second month unless the same shall be held on the next preceding secular day. Until otherwise fixed by resolution of the Authority, regular meeting shall commence at 7:30 a.m.

Section 3. Special Meetings. Special meetings of the Authority may be called by the President, or two members of the Authority for the purpose of transacting any business designated in the call. The call for a special meeting may be delivered at any time prior to the time of the proposed meeting to each member of the Authority or may be mailed to the business or home address of each member of the Authority at least three days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting, any and all business may be transacted at such special meeting by unanimous vote.

Section 4. Quorum. The powers of the Authority shall be vested in the Commissioners thereof in office from time to time. Four Commissioners shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained.

Section 5. Order of Business. At the regular meetings of the Authority the following shall be the order of business:

1. Call to Order
2. Roll call
3. Approval/Amendment of the Agenda
4. Consent Calendar.
5. Old Business
6. New business.
7. Staff Reports
8. Commissioner's Comments/Questions
9. Adjournment.

All resolutions shall be in writing and shall be copied in the journal of the proceedings of the Authority. The meeting will be conducted in accordance with the Standard Code of Parliamentary Procedure (Sturgis).

Section 6. Manner of Voting. The voting on all questions coming before the Authority shall be entered upon the minutes of such meeting. When a quorum is in attendance, action may be taken by the Authority upon a vote of the majority of the Commissioners.

#### ARTICLE IV - AMENDMENTS

Amendments to By-Laws. The bylaws of the Authority shall be amended only with the approval of at least five of the members of the Authority at a regular or special meeting.

# MEMO



**TO:** EDA Board of Commissioners

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

**DATE:** February 8<sup>th</sup>, 2024

**RE:** Conduct EDA Annual Meeting

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## INTRODUCTION

According to the EDA's By Laws, the EDA shall hold its annual meeting at its first regular meeting in February. According to the current By Laws, "the President, Vice President, Treasurer and Secretary shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority and shall hold office for one year or until their successors are elected..." (Section 9).

The Board may designate an assistant to the secretary who shall keep records and the Brainerd City Clerk/Treasurer shall be the Assistant Treasurer of the Authority (Section 6).

Staff recommends appointing a President, Vice President and Secretary/Treasurer as well as appointing Toni Gage as the assistant to the Secretary.

## RECOMMENDATION

- 1) Appoint a President, Vice President and Secretary/Treasurer
- 2) Designate Toni Gage as the assistant to the Secretary.

**BRAINERD ECONOMIC DEVELOPMENT AUTHORITY**  
**Thursday, December 7th, 2023, 7:30 a.m.**  
**City Hall Council Chambers**

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

Upon roll call Commissioners Toni Bieser, Justin Grecula (7:32), Gabe Johnson (7:31), Marie Kirsch, Mike O'Day, Paul Sandy (7:32), and Kevin Yeager, were noted as present. Commissioner Paul Sandy was noted as absent. Also, present were Finance Director Hillman, Community Development Director Kramvik, and HRA Director Charpentier. Consultants Tyler Glynn, Mary Devine-Johnson, and Jennifer Haskamp were present.

**Approval of Agenda**

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO APPROVE THE AGENDA MOVING THE VISIT BRAINERD PRESENTATION TO ITEM 4 UNDER THE CONSULTANT PRESENTATIONS.

After the vote, the Chair recognized Commissioner Johnson as present.

**Consent Calendar**

**Financial Report**  
**Approval of Minutes**

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND BIESER TO APPROVE THE CONSENT CALENDAR.

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

After the vote, the Chair recognized Commissioners Grecula and Sandy as present.

**Unfinished Business**

**Consultant Year End Reports/ Presentations**

**DDBC Report**

Marie Kirsch, DDBC, gave an overview of 2023 accomplishments by the Destination Downtown Business Coalition. The Coalition achieved Affiliate status through Mainstreet America, has conducted 3 out of 4 business Socials with one anticipated in early 2024, hosted numerous community events, and built their volunteer base.

**BLAEDC Report**

Tyler Glynn, BLAEDC, gave an overview of 2023 accomplishments by BLAEDC. The organization facilitated the DEED Mainstreet grant for the City of Brainerd, the workforce program hired 7 Brainerd business leaders, maintained the UNIFIED fund which facilitated 2 loans for Brainerd businesses, and conducted Washington street business retention surveys for the City of Brainerd. They facilitated a number of other programs in the County which contribute to economic growth in the City of Brainerd.

Commissioner Sandy asked Mr. Glynn whether or not BLAEDC had engaged MnDOT engineers in the Washington Street Survey as they would also benefit from the input of business owners before and during construction.

### **Swanson Haskamp Report**

Jennifer Haskamp, Swanson-Haskamp Consulting, gave an overview of the 2023 accomplishments by Swanson-Haskamp Consulting. The firm presented the Wright Street and Industrial Park properties opportunities, built a portion of the website to house the properties, and participated in quarterly meetings to build out the complete website.

Commissioner Johnson commented that all of the EDA information should be on one website.

Commissioner O'Day asked about the information from the previous year completed by SHC. He stated that there should be only one website, and it should link to the City website.

Ms. Haskamp stated that all information provided to the EDA previously will be housed on the website.

Community Development Director Kramvik stated that there is a scheduled consultant meeting to discuss how the website will be merged and pushed out.

Chair Yeager stated that he would like to see an SEO strategy.

### **Visit Brainerd Report**

Mary Devine-Johnson, Visit Brainerd, stated that the website is 90% complete. How the websites will combine is still up for a conversation. The website could be live within a week if needed. She included an SEO strategy in the 2024 scope of services. The domain is yet to be cemented.

Commissioner O'Day stated that the website looks great, he suggests commissioners send talking points. He is curious about the video.

Ms. Johnson stated that Visit Brainerd owns a lot of content that they could use at first. She has visions of future content. SEO strategy would include content management of a blog.

Commissioner Johnson asked about the image used. He loves the image of over the river looking north.

Member O'Day stated that he has a drone contact.

Mr. Glynn also stated that BLAEDC has a lot of professional photos of the City of Brainerd to share as well.

Ms. Johnson gave a brief overview of the other deliverables that Visit Brainerd provided. She stated that the ads running in IQ Magazine have been put on hold due to the website being incomplete. She will carry over the funds to promote the website once it is finalized.

### **Consider the 2024 Shared Services Agreements**

Community Development Director Kramvik gave an overview of the requested levy and consultant contracts and scope of services. The budget for service agreements remain the same except for a \$1,000 cost of living increase for BLAEDC.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO APPROVE THE SHARED SERVICES AGREEMENTS WITH BLAEDC, DDBC, SWANSON HASKAMP, VISIT BRAINERD, AND THE CITY OF BRAINERD AS PRESENTED.

**Oath of Office**

Commissioner Sandy was administered the oath of office.

**Consider Contract with Kamp Real Estate and Development**

Jennifer Haskamp, Kamp Real Estate, stated that the proposed agreement would be a 12-month exclusive right to market the properties with an 8% commission and 2.5% commission to the buyer's broker. If the property was sold for \$1 per acre there is additional language that provides the broker fee as a portion that the buyer would pay to Kamp Real Estate. They would have a direct marketing approach. They would provide potential buyers/developers with zoning guidance and ensure that the potential buyer would meet the goals and objectives of the City.

Commissioner O'Day asked if the cost for this service Kamp would provide is the commission. He also asked about the right of reverter.

Ms. Haskamp stated that he was correct that the cost to the EDA is the commission that the buyer would pay.

Community Development Director Kramvik stated that the right of reverter would be written into the buyer's contract.

Commissioner Johnson stated that 8% of zero is still zero.

Commissioner Bieser asked when a decision would need to be made.

Commissioner O'Day stated that he would be comfortable going forward as soon as possible.

MOVED AND SECONDED BY COMMISSISONERS O'DAY AND BIESER, DULY CARRIED, TO ENTER INTO AN AGREEMENT WITH KAMP REAL ESTATE.

**Approve the 2024 EDA Budget**

Finance Director Hillman presented the proposed EDA budget for 2024. The revenues will exceed expenditures by \$43,870.

Commissioner Johnson asked about the municipal legal line item.

Finance Director Hillman stated that it was a timing issue with the Just For Crypto account.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND O'DAY, DULY CARRIED, TO APPROVE THE BUDGET AS PRESENTED.

**New Business**

**Update EDA on ISD 181 Property North of Buffalo Hills Park**

Community Development Director Kramvik requested feedback on the property north of Buffalo Hills Park. Staff has had a conversation with ISD 181 Facilities, and it was discussed at the long range planning for the school district. He stated that the school district sounded interested in development.

Staff presented to them the conveyance of the land to the City or for the school district to enter into their own real estate broker.

Commissioner Johnson asked whether there was a purchase price discussed. He is interested in this land, the HRA is looking for a new project.

Community Development Director Kramvik stated that with conveyance a dollar an acre was discussed.

Commissioner Bevans stated that staff should continue to discuss the property with the school district.

Commissioner Yeager stated that the conversation should run through the Park Board at some point.

Commissioner Bieser stated that the trail should be kept in mind when developing.

Commissioner Sandy stated that sewer and water utilities should also be kept in mind.

### **Consider Funds for Demolition of 426 B Street**

Community Development Director Kramvik gave an overview of the property.

HRA Director Charpentier stated that the HRA intends to sell the property to Habitat for Humanity to build a single-family home.

Commissioner O'Day asked about the funding. He asked how much was in the fund.

Finance Director Hillman stated that the fund does not affect the EDA budget. These funds are generated when the amount of repayments from SCDP programs are less than \$35,000 in a fiscal year it needs to be used on an eligible project. There is about \$103,000 in the account.

Commissioner Johnson asked whether the fire escrow account was used on this property.

Community Development Director Kramvik stated that he doesn't believe that this home had insurance on the home so the fire escrow would not have been utilized.

MOVED AND SECONDED BY COMMISSIONERS BEVANS AND BIESER, DULY CARRIED, TO APPROVE THE USE OF LOCAL PROGRAM INCOME FUNDS TO BE USED FOR 50% OF THE HARD COSTS, NOT TO EXCEED \$15,000 FOR THE DEMOLITION AND ASBESTOS ABATEMENT AT 426 B STREET.

### **Approve 2024 Meeting Schedule**

MOVED AND SECONDED BY COMMISSIONERS O'DAY AND JOHNSON, DULY CARRIED, TO APPROVE THE 2024 EDA SCHEDULE WITH THE FEBRUARY MEETING BEING HELD ON FEBRUARY 8<sup>TH</sup>.

### **Staff Reports**

Community Development Director Kramvik stated that the Planning Commission is working on the Country Manor PUD and Conditional Use permit for a physical therapy clinic. The Commission also continues to work on the short-term rental ordinance.

HRA Director Charpentier gave an update on 805 Laurel redevelopment project.

**Adjourn**

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

The Authority adjourned at 8:43 a.m.

Respectfully Submitted by  
Toni Gage

# Financial Report for EDA

As of December 31, 2023

	<u>Cash &amp; Investments</u>	<u>Receivable Balance</u>	<u>Deferred Loans (as of 12/31/22) **</u>	<u>Awarded Grants</u>
<b>General Funds:</b>				
EDA Fund - #295	\$ 95,918	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 95,918</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>CDBG (Housing/Commerical (Slum &amp; Blight/Federal Objective)):</b>				
Downtown - #298	\$ 49,621	\$ 5,118	\$ 359,515	\$ -
SE Brainerd - #215	44,592	-	149,924	-
NE Brainerd - #218	-	-	223,090	-
Willows Project - #209	-	-	47,286	-
Old Housing - #209	3,342	-	-	-
Local Income - #275	102,703	12,999	11,850	-
<b>Total</b>	<b>\$ 200,257</b>	<b>\$ 18,117</b>	<b>\$ 791,666</b>	<b>\$ -</b>
<b>Federal &amp; State MIF (Commerical (Jobs)):</b>				
Commerical - #210 ^^^	\$ -	\$ 646,427	\$ -	\$ -
Federal MIF - #296	18,568	-	-	-
<b>Total</b>	<b>\$ 18,568</b>	<b>\$ 646,427</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total</b>	<b>\$ 314,744</b>	<b>\$ 664,544</b>	<b>\$ 791,666</b>	<b>\$ -</b>

\*\* 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	PERIOD ENDED 12/31/2022	PERIOD ENDED 12/31/2023
*** Assets ***		<b>*** Preliminary - not Final **</b>	
295-0000-10100	CASH	82,602.91	95,918.07
295-0000-10700	DELINQUENT TAX RECEIVABLE	6,467.34	6,467.34
295-0000-15510	PREPAID OTHER	14.50	24.30
295-0000-16160	FA-LAND HELD FOR RESALE	488,252.22	460,396.74
<b>Total Assets</b>		<b>577,336.97</b>	<b>562,806.45</b>
*** Liabilities ***			
295-0000-20200	ACCOUNTS PAYABLE	10,458.33	10,075.62
295-0000-20600	DEPOSITS PAYABLE	5,144.50	8,882.50
295-0000-22200	DEFERRED REVENUE	488,252.22	460,396.74
295-0000-22210	DEFERRED TAXES RECEIVABLE	4,202.29	4,202.29
<b>Total Liabilities</b>		<b>508,057.34</b>	<b>483,557.15</b>
*** Fund Balance ***			
295-0000-28900	FUND BALANCE/EQUITY ACCT	68,771.70	69,279.63
<b>Total Fund Balance</b>		<b>68,771.70</b>	<b>69,279.63</b>
<b>Beginning Fund Balance</b>		<b>68,771.70</b>	<b>69,279.63</b>
<b>Net of Revenues VS Expenditures</b>		<b>507.93</b>	<b>9,969.67</b>
<b>Ending Fund Balance</b>		<b>69,279.63</b>	<b>79,249.30</b>
<b>Total Liabilities And Fund Balance</b>		<b>577,336.97</b>	<b>562,806.45</b>

PERIOD ENDING 12/31/2023

GL NUMBER	DESCRIPTION	ACTIVITY FOR		YTD BALANCE	% BDGT USED
		2023 MONTH	12/31/2023	12/31/2023	
		AMENDED BUDGET	CREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 295 - EDA FUND					
Function: Unclassified					
Dept 0000					
Revenues					
TAXES & PENALTIES					
295-0000-31010	CURRENT AD VALOREM	152,861.00	64,470.02	150,593.30	98.52
295-0000-31020	DELINQUENT AD VALOREM	0.00	521.89	1,608.98	100.00
		<u>152,861.00</u>	<u>64,991.91</u>	<u>152,202.28</u>	<u>99.57</u>
TAXES & PENALTIES					
OTHER REVENUE					
295-0000-36210	INTEREST INCOME	460.00	0.00	381.52	82.94
		<u>460.00</u>	<u>0.00</u>	<u>381.52</u>	<u>82.94</u>
OTHER REVENUE					
OTHER FINANCING SOURCES					
295-0000-39101	SALE OF ASSETS	0.00	0.00	227,815.00	100.00
		<u>0.00</u>	<u>0.00</u>	<u>227,815.00</u>	<u>100.00</u>
OTHER FINANCING SOURCES					
		<u>0.00</u>	<u>0.00</u>	<u>227,815.00</u>	<u>100.00</u>
TOTAL REVENUES					
		<u>153,321.00</u>	<u>64,991.91</u>	<u>380,398.80</u>	<u>248.11</u>
Net - Dept 0000					
		<u>153,321.00</u>	<u>64,991.91</u>	<u>380,398.80</u>	
Dept 6510 - ECONOMIC DEVELOPMENT AUTH					
Expenditures					
SERVICES					
295-6510-43300	PROFESSIONAL SERVICES	137,000.00	21,568.06	137,000.04	100.00
295-6510-43350	PRINTING/LEGAL PUBLICATION	0.00	0.00	27.10	100.00
295-6510-43361	INS - GENERAL LIABILITY	91.00	0.00	136.00	149.45
295-6510-43430	MISCELLANEOUS	10,880.00	6.99	100.99	0.93
295-6510-43435	BOOKS/PAMPHLETS/DUES	5,350.00	0.00	5,350.00	100.00
		<u>153,321.00</u>	<u>21,575.05</u>	<u>142,614.13</u>	<u>93.02</u>
SERVICES					
TOTAL EXPENDITURES					
		<u>153,321.00</u>	<u>21,575.05</u>	<u>142,614.13</u>	<u>93.02</u>
Net - Dept 6510 - ECONOMIC DEVELOPMENT AUTH					
		<u>(153,321.00)</u>	<u>(21,575.05)</u>	<u>(142,614.13)</u>	
Dept 9300 - TRANSFERS OUT					
Expenditures					
OTHER FINANCING USES					
295-9300-47720	TRANSFERS OUT	0.00	0.00	227,815.00	100.00
		<u>0.00</u>	<u>0.00</u>	<u>227,815.00</u>	<u>100.00</u>
OTHER FINANCING USES					
		<u>0.00</u>	<u>0.00</u>	<u>227,815.00</u>	<u>100.00</u>
TOTAL EXPENDITURES					
		<u>0.00</u>	<u>0.00</u>	<u>227,815.00</u>	<u>100.00</u>
Net - Dept 9300 - TRANSFERS OUT					
		<u>0.00</u>	<u>0.00</u>	<u>(227,815.00)</u>	
Total - Function Unclassified					
		<u>0.00</u>	<u>43,416.86</u>	<u>9,969.67</u>	<u>100.00</u>
TOTAL REVENUES					
		<u>153,321.00</u>	<u>64,991.91</u>	<u>380,398.80</u>	<u>248.11</u>
TOTAL EXPENDITURES					
		<u>153,321.00</u>	<u>21,575.05</u>	<u>370,429.13</u>	<u>241.60</u>
NET OF REVENUES & EXPENDITURES					
		<u>0.00</u>	<u>43,416.86</u>	<u>9,969.67</u>	<u>100.00</u>

\*\*\* Preliminary - not Final \*\*

CHECK DISBURSEMENT REPORT FOR CITY OF BRAINERD  
 CHECK DATE FROM 11/01/2023 - 12/31/2023

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 295 EDA FUND								
11/09/2023	BB	97143	OCT 2023	BRAINERD LAKES AREA DEV C	PROFESSIONAL SERVICES	43300	6510	2,916.67
11/09/2023	BB	97171	OCT 2023	DESTINATION DOWNTOWN BRAINERD	PROFESSIONAL SERVICES	43300	6510	909.09
11/09/2023	BB	97213	AUG 2023	RATWIK, ROSZAK AND MALONEY	DEPOSITS PAYABLE	20600	0000	19.50
11/09/2023	BB	97219	OCT 2023	SWANSON HASKAMP CONSULTING	PROFESSIONAL SERVICES	43300	6510	2,916.67
11/09/2023	BB	97225	OCT 2023	VISIT BRAINERD	PROFESSIONAL SERVICES	43300	6510	3,333.34
11/22/2023	BB	97289	40001339/4TH 2023	LEAGUE MN CITIES INS TRUS	INS - GENERAL LIABILITY	43361	6510	36.45
12/06/2023	BB	97338	NOV 2023	BRAINERD LAKES AREA DEV C	PROFESSIONAL SERVICES	43300	6510	2,916.67
12/06/2023	BB	97349	NOV 2023	DESTINATION DOWNTOWN BRAINERD	PROFESSIONAL SERVICES	43300	6510	909.09
12/06/2023	BB	97384	NOV 2023	SWANSON HASKAMP CONSULTING	PROFESSIONAL SERVICES	43300	6510	2,916.67
12/06/2023	BB	97388	NOV 2023	VISIT BRAINERD	PROFESSIONAL SERVICES	43300	6510	3,333.34
12/20/2023	BB	97473	TRX 016323 - ADMIN	CUB FOODS - BRAINERD	MISCELLANEOUS	43430	6510	6.99
12/28/2023	BB	97569	BR345-00136	KENNEDY & GRAVEN	DEPOSITS PAYABLE	20600	0000	356.00
Total for fund 295 EDA FUND								20,570.48

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 295 EDA FUND							
Assets							
11/01/2023			<b>295-0000-10100 CASH</b>		BEG. BALANCE		54,329.98
11/30/2023	GJ	JE	TO RECORD SERVICES TO EDA PER BUDGET	1881	1,416.67	1,416.67	52,913.31
12/01/2023	GJ	JE	TO RECEIPT IN TAX SETTLEMENT	1894	64,991.91		117,905.22
12/31/2023	GJ	JE	TO RECORD SERVICES TO EDA PER BUDGET	1903		1,416.67	116,488.55
12/31/2023			295-0000-10100	END BALANCE	64,991.91	2,833.34	116,488.55
11/01/2023			<b>295-0000-10700 DELINQUENT TAX RECEIVABLE</b>		BEG. BALANCE		6,467.34
12/31/2023			295-0000-10700	END BALANCE	0.00	0.00	6,467.34
11/01/2023			<b>295-0000-15510 PREPAID OTHER</b>		BEG. BALANCE		0.00
11/30/2023	GJ	JE	TO RECORD JAN & FEB INSURANCE	1879	24.30		24.30
12/31/2023			295-0000-15510	END BALANCE	24.30	0.00	24.30
11/01/2023			<b>295-0000-16160 FA-LAND HELD FOR RESALE</b>		BEG. BALANCE		460,396.74
12/31/2023			295-0000-16160	END BALANCE	0.00	0.00	460,396.74
TOTAL Assets					65,016.21	2,833.34	583,376.93
Liabilities							
11/01/2023			<b>295-0000-20600 DEPOSITS PAYABLE</b>		BEG. BALANCE		(9,258.00)
12/31/2023			295-0000-20600	END BALANCE	0.00	0.00	(9,258.00)
11/01/2023			<b>295-0000-22200 DEFERRED REVENUE</b>		BEG. BALANCE		(460,396.74)
12/31/2023			295-0000-22200	END BALANCE	0.00	0.00	(460,396.74)
11/01/2023			<b>295-0000-22210 DEFERRED TAXES RECEIVABLE</b>		BEG. BALANCE		(4,202.29)
12/31/2023			295-0000-22210	END BALANCE	0.00	0.00	(4,202.29)
TOTAL Liabilities							(473,857.03)
Revenues							
11/01/2023			<b>295-0000-31010 CURRENT AD VALOREM</b>		BEG. BALANCE		(86,123.28)
12/01/2023	GJ	JE	TO RECEIPT IN TAX SETTLEMENT	1894		64,228.58	(150,351.86)
12/01/2023	GJ	JE	TO RECEIPT IN TAX SETTLEMENT	1894		241.44	(150,593.30)
12/31/2023			295-0000-31010	END BALANCE	0.00	64,470.02	(150,593.30)
11/01/2023			<b>295-0000-31020 DELINQUENT AD VALOREM</b>		BEG. BALANCE		(1,087.09)
12/01/2023	GJ	JE	TO RECEIPT IN TAX SETTLEMENT	1894		493.86	(1,580.95)
12/01/2023	GJ	JE	TO RECEIPT IN TAX SETTLEMENT	1894		28.03	(1,608.98)
12/31/2023			295-0000-31020	END BALANCE	0.00	521.89	(1,608.98)
11/01/2023			<b>295-0000-36210 INTEREST INCOME</b>		BEG. BALANCE		(381.52)
12/31/2023			295-0000-36210	END BALANCE	0.00	0.00	(381.52)
11/01/2023			<b>295-0000-39101 SALE OF ASSETS</b>		BEG. BALANCE		(227,815.00)
12/31/2023			295-0000-39101	END BALANCE	0.00	0.00	(227,815.00)
TOTAL Revenues						64,991.91	(380,398.80)
Expenditures							
11/01/2023			<b>295-6510-43300 PROFESSIONAL SERVICES</b>		BEG. BALANCE		103,939.54
11/30/2023	GJ	JE	TO RECORD SERVICES TO EDA PER BUDGET	1881	1,416.67		105,356.21
12/31/2023	GJ	JE	TO RECORD SERVICES TO EDA PER BUDGET	1903	1,416.67		106,772.88
12/31/2023			295-6510-43300	END BALANCE	2,833.34	0.00	106,772.88
11/01/2023			<b>295-6510-43350 PRINTING/LEGAL PUBLICATION</b>		BEG. BALANCE		27.10
12/31/2023			295-6510-43350	END BALANCE	0.00	0.00	27.10
11/01/2023			<b>295-6510-43361 INS - GENERAL LIABILITY</b>		BEG. BALANCE		123.85
11/30/2023	GJ	JE	TO RECORD JAN & FEB INSURANCE	1879		24.30	99.55
12/31/2023			295-6510-43361	END BALANCE	0.00	24.30	99.55
11/01/2023			<b>295-6510-43435 BOOKS/PAMPHLETS/DUES</b>		BEG. BALANCE		5,350.00
12/31/2023			295-6510-43435	END BALANCE	0.00	0.00	5,350.00
11/01/2023			<b>295-9300-47720 TRANSFERS OUT</b>		BEG. BALANCE		227,815.00
12/31/2023			295-9300-47720	END BALANCE	0.00	0.00	227,815.00

TRANSACTIONS FROM 11/01/2023 TO 12/31/2023

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
TOTAL Expenditures					2,833.34	24.30	340,064.53
TOTAL FOR FUND 295 EDA FUND					67,849.55	67,849.55	69,185.63

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

Date: January 29, 2024  
 From: Jennifer Haskamp, SHC  
 RE: Activities through January 2024

**Overview of Monthly Activities:**

SHC and Kamp have been working to develop a set of marketing collateral materials, including sign package, for the for-sale properties. The sign package will be presented to the EDA at the February 8, 2024 meeting. In addition, Kamp has provided listing contract to the City for review by the City Attorney, which is anticipated to be on the EDA’s agenda for official execution. The following activities by task are provided for your information.

**Activities by Scope Task:**

SCOPE	TASK
a.	Maintain an inventory of under-utilized and/or undeveloped property, update bi-annually.
	SHC Activities: <ul style="list-style-type: none"> <li>• We have begun the update process and are targeting the beginning of Q2 for a full update.</li> <li>• Determine if any properties on Washington Street would be a good fit for Priority Areas given the timing of reconstruction.</li> <li>• Working with Visit Brainerd to get “Properties” page incorporated into website. This is anticipated to be available for the meeting on February 8<sup>th</sup> with the full website delivery.</li> </ul>
b.	Identify up to three priority properties for 2024.
	SHC Activities: <ul style="list-style-type: none"> <li>• City Staff has identified some initial properties for consideration, which we should confirm at the February or April meeting with the EDA.</li> </ul>
c.	Establish relationship with developers on behalf of the EDA.
	SHC Activities: <ul style="list-style-type: none"> <li>• We are working on a targeted marketing plan for listed properties to be executed after the properties are formally listed with Kamp.</li> </ul>
d.	Participate in quarterly roundtable discussions with the City of Brainerd Staff and all other consultants.
	SHC Activities:

	<ul style="list-style-type: none"> <li>We have our first 2024 quarterly consultant meeting scheduled for February 8, 2024.</li> </ul>
e.	Lead/Participate in one (1) business roundtable. Topic to address Washington Street Corridor.
	SHC Activities: <ul style="list-style-type: none"> <li>This event will occur in second half of 2024.</li> </ul>
f.	Attend regular meetings of the EDA (minimum of four meetings.)
	SHC Activities: <ul style="list-style-type: none"> <li>SHC will be present for the February 8, 2024 EDA meeting.</li> </ul>

**City of Brainerd**  
**Economic Development Authority**  
**Scope of Services Monthly Report**  
**Destination Downtown Brainerd Coalition (DDBC)**

**Report Date:** December 22, 2023

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**1. Produce promotional videos featuring local business owners.**

Status: In Progress

DDBC contracted with Benlocreative, LLC, to complete two videos for release during December. Production on these videos has been completed and the videos (“Downtown Brainerd Shines Bright” and “Shop Local this Holiday Season”) were posted to DDBC’s Facebook page. DDBC is working to secure a signed contract for completion of the remaining videos before the end of the year, and expects to wrap up production of the videos in the first quarter of 2024.

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**2. Host 4 business owner networking events.**

Status: Complete (3 events); Scheduled (1 event)

The final Business Owner Social (BOS) event of the contract period is scheduled for January 31, 2024. Location TBD.

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**3. Main Street Programming**

**a. Mainstreet America Affiliate Membership**

Status: Complete

DDBC continues to track metrics required for annual reporting to RETHOS to maintain membership status.

**b. Organize/Host Kickoff Meeting with Main Street America/Rethos Staff**

Status: Complete

**c. Attend Educational Events/Classes to Support a Main Street Program**

Status: Complete

DDBC continues to monitor Main Street America’s online database and is subscribed to relevant email lists to stay up-to-date on relevant resources and opportunities that can benefit our local Main Street program.

**d. Main Street Events**

Status: Complete

DDBC hosted the final Main Street Event of 2024 in December with Hometown Holidays. This annual event encompassed promotions and activities throughout the month of December that encourage community members to shop local for the holidays. Window Walk, held on Dec. 1, kicked off the festivities with the Tree Lighting in the City Hall parking lot, followed by caroling and downtown tours for the public to view and vote on the best lit storefront in the theme of “Poinsettia Lane”. Over 20 businesses participated in the lighting competition, and DDBC received ballots back from 65 individuals. A total of 85 volunteer hours went into making this event possible, in addition to a \$500 sponsorship from MMFCU to go towards contest prizes.

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**4. Participate in quarterly consultant meetings.**

Status: Complete.

Marie Kirsch attended the December consultant meeting on behalf of DDBC.

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**5. Other Misc. Updates**

No updates.

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**City of Brainerd**  
**Economic Development Authority**  
**Scope of Services Monthly Report**  
**Destination Downtown Brainerd Coalition (DDBC)**

**Report Date:** January 26, 2024

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**1. Maintain Main Street America Membership status.**

Status: In Progress

DDBC continues to track metrics required for annual reporting to RETHOS to maintain membership status.

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**2. Attend educational events and programs to support the Main Street program.**

Status: In Progress

DDBC continues to monitor Main Street America's online database and is subscribed to relevant email lists to stay up-to-date on relevant resources and opportunities that can benefit our local Main Street program.

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**3. Support Main Street events with advertising and promotional materials.**

Status: In Progress

DDBC's organizational committee held a planning meeting on January 22 to set goals and objectives for the coming year, and began drafting a schedule of events for 2024 that will be finalized in the coming weeks and shared with business owners as well as through our website and social media channels to help promote participation and engagement with these events. Planned events include Spring and Fall Cleanup Days, Spooktacular, Plaid Friday/Small Business Saturday, Window Walk, Hometown Holidays, as well as planning programming to correspond with other community events including St. Patrick's Day Parade, StreetFest, Flapjack Festival, Touch-A-Truck, and Second Saturday Programming.

DDBC will be hosting its quarterly Business Owner Social event on January 31, 2024, at Shep's on 6<sup>th</sup> in Downtown Brainerd.

DDBC hosted its first Business Visit of the year on Thursday, January 18, at 9am, hosted by Elysium Salon and Bargains on 7<sup>th</sup>.

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**4. Research funding mechanisms and strategies for filling a Main Street Coordinator position.**

Status: In Progress.

No updates; we will be focusing on this item more towards second quarter of 2024 once we have wrapped up our strategic planning/goal setting for the year.

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**5. Participate in quarterly consultant meetings.**

Status: Ongoing.

Marie Kirsch plans to attend the February consultant's meeting to give an update on DDBC activities.

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**6. Other Misc. Updates**

DDBC contracted with Benlocreative, LLC, to complete the remaining 10 promotional videos that were part of the 2023 Scope of Services. The videos will be shot, edited, and released on a rolling basis, with production expected to be completed in the first quarter of 2024. The videos will be posted to DDBC's social media accounts to promote businesses and shopping experiences in downtown.

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

**Report Date: 01/23/2024**

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**a. Update content on EDA website.**

Update: In progress. The website is about 95% complete to date; still finalizing the website content, specifically the featured video, but we can go live before it's 100% final if that's acceptable.

Action: Review website at the Feb. 8 EDA meeting and determine a go live date and any next steps. [BEDA Homepage \(webflow.io\)](https://webflow.io).

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**b. Create a marketing strategy and campaign for EDA website and available Brainerd properties.**

Update: In progress. I have a suggested framework for how to promote the website.

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**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.**

Update: In progress. Radio ads have been running statewide.

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**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.**

Update: Q3 project.

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**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.**

Update: Q4 project.

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

Update: Meeting to be scheduled for first week in February.

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- g. Attend the regular meeting of the EDA at least 4 times during this contract.**

Update: Will attend the February 8 meeting.

Attended the DDBC Downtown Business Visits at Elysium Hair Salon and Bargains on 7<sup>th</sup> on Jan. 18

# MEMO



**TO:** EDA Board of Commissioners

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

**DATE:** February 8<sup>th</sup>, 2024

**RE:** Review Website Design by Visit Brainerd

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## INTRODUCTION

At the December 7<sup>th</sup> EDA meeting, Visit Brainerd and Swanson Haskamp consulting presented the preliminary layout for the EDA website. The EDA directed the consultants to work together to create a cohesive website that displayed the goals and objectives of EDA and available properties in the City of Brainerd.

Staff are working on a contractual agreement to market private land and buildings within the City of Brainerd. This would not be an official realty listing but would allow property owners to market their property free of charge on the EDA Website. The proposed contractual language will be presented at the April EDA meeting.

## RECOMMENDATION

Review the website and direct SHC and Visit Brainerd to make any recommended changes.

# MEMO



**TO:** EDA Board of Commissioners

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

**DATE:** February 8<sup>th</sup>, 2024

**RE:** Approve Contract with Kamp Real Estate and Development

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## INTRODUCTION

At the December 7<sup>th</sup> EDA meeting, the Commissioners heard a proposal on behalf of Kamp Real Estate & Development, LLC (“Kamp”) for professional brokerage and listing services for multiple properties owned by the City of Brainerd. The proposal detailed the brokerage rates and the compensation in the event that the land is sold for \$1.00. The Commissioners directed staff to work with Kamp Real Estate & Development to draft an agreement to present at the February 8<sup>th</sup> EDA meeting.

The contract was reviewed by the City Attorney and changes were made upon his recommendation. Kamp Real Estate & Development accepted the proposed changes.

In addition to the Kamp Real Estate & Development Agreement, Jennifer Haskamp will present an option for property sale signage and discuss options to market the annex building.

## RECOMMENDATION

Staff recommends entering into a brokerage agreement with Kamp Real Estate & Development, LLC.

Discuss and provide direction for signage and the annex building.

## EXCLUSIVE RIGHT TO SELL AGREEMENT

This **EXCLUSIVE RIGHT TO SELL AGREEMENT** (the “**Agreement**”) is entered into on **February \_\_, 2024** (the “**Effective Date**”), by and between Kamp Real Estate and Development, LLC (“**Kamp**”) and the **City of Brainerd Economic Development Authority** (“**Brainerd EDA**”). Whereas, the Brainerd EDA is the owner of the Properties (as hereinafter defined), and Brainerd EDA wishes to hire Kamp as its sole and exclusive agent with the exclusive right to procure the sale of all or any portion of the Property, and Kamp wishes to accept such engagement. Now therefore, in consideration of the mutual promises herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Kamp as Exclusive Selling Agent.** Brainerd EDA hereby appoints Kamp as the **sole and exclusive agent** with the exclusive right to procure the sale of the real properties legally described on Exhibit A, attached hereto and made a part hereof, with all improvements now or hereafter made on or to the real properties (collectively, the “**Property**”). Brainerd EDA agrees to promptly disclose to Kamp any personal property to be included in the sale or lease. Brainerd EDA hereby authorizes Kamp to insert or correct the legal description over Brainerd EDA’s signature.
2. **Term of the Agreement.** The term of this Agreement shall commence as of the Effective Date and shall continue until the date on which either party terminates this Agreement upon thirty (30) days’ prior written notice to the other party; provided, however, that in the event that neither party terminates this Agreement, this Agreement will expire automatically on the date which is twelve (12) months after the Effective Date. The date that this Agreement shall either expire or earlier terminate shall hereinafter be referred to as the “**Termination Date.**”
3. **Terms of Sale.** The offering price of the Property shall be **Negotiable**, or any such other offering price as approved by Brainerd EDA, in Brainerd EDA’s sole and absolute discretion, which shall be payable, at the option of the purchaser, either in cash or in a combination of cash and the assumption of any existing assumable loan. Brainerd EDA and Kamp acknowledge and agree that Brainerd EDA may agree to accept any other price in Brainerd EDA’s sole and absolute discretion. Any offer to purchase the Property may contain normal and customary contingencies such as the purchaser’s approval of a preliminary title report, survey, soils test, feasibility study and existing leases.
4. **Negotiations and Cooperation.** All inquiries and offers which Brainerd EDA receives shall be promptly referred to Kamp and all negotiations shall be conducted solely by Kamp or under its direction. Brainerd EDA shall cooperate fully with Kamp and shall provide Kamp access to the Property at all reasonable times. The terms of all contracts of sale shall be subject to Brainerd EDA’s sole and absolute approval.
5. **Advertising.** Kamp is authorized to publish this listing or otherwise advertise on the Property and promote the sales of such property by signs, circulars and mailings, and by engaging in other appropriate forms of advertising, all of which shall be subject to the mutual agreement of Brainerd EDA and Agent as to its extent, form and content, and as to the sharing of the cost of such advertising. Brainerd EDA understands and agrees that the information contained in this Agreement or otherwise published for marketing purposes is not confidential, and will be available to third parties, including prospective purchasers, other members of Kamp who do not represent Brainerd EDA and who may represent prospective purchasers, and other parties granted access to Brainerd EDA’s listing information. Kamp may advertise that it sold the Property after the closing of a sale of the Property, as applicable, in which Kamp was involved.
6. **Cooperation With Other Brokers.** Brainerd EDA understands and agrees that Kamp may, when appropriate, cooperate with other licensed real estate brokers representing any potential purchaser (each, an “**Outside Broker**”). For the purposes of this Agreement, and in particular Section 7 hereof, the term “**Outside Broker**” shall also include other brokers or salespersons employed by or associated with Kamp who are not the Listing Agent(s) (as hereinafter defined).

## 7. Commissions.

### **NOTICE: THE COMPENSATION FOR THE SALE OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**

- a. With respect to a sale, Brainerd EDA shall cause the Purchaser to pay and Kamp shall earn and hereby agrees to accept a commission or commissions calculated in accordance with the rates and terms set forth on Exhibit B, attached hereto and made a part hereof, and payable pursuant to the provisions set forth in Section 8 of this Agreement.
- b. With regard to a sale, Brainerd EDA shall cause the Purchaser to pay a commission to Kamp upon the occurrence of one of the following events:
  - i. During the Term (A) Kamp, Brainerd EDA, or any other person or entity, including, but not limited to an Outside Broker, procures a purchaser who is ready, willing and able to purchase all or any portion of the Property on the terms set forth in Section 3 hereof, or on other terms acceptable to Brainerd EDA; or (B) Brainerd EDA, through any person or entity other than Kamp, enters into any other contract to transfer or exchange the all or any portion of the Property or any interest therein or grants an option to purchase all or any portion of the Property to any person or entity;
  - ii. Within one hundred eighty (180) days after Termination Date (the "**Protected Period**"), Brainerd EDA sells or contracts to sell or exchange, or grants an option to purchase the Property to any potential purchaser who made an offer on, was introduced to, visited, received information on, inquired about, or otherwise learned of the Property prior to the Termination Date (each, a "**Prospective Purchaser**"). For purposes of this Agreement, the term "Prospective Purchaser" includes the person or entity listed on the Protected List (as hereinafter defined) as well as any assignee, designee, successor, affiliate, subsidiary or related entity, including, but not limited to all members of the potential purchaser's immediate family, any legal entity in which potential purchaser or any member of potential purchaser's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the foregoing. Kamp shall submit a list of such Prospective Purchasers (collectively, the "**Protected List**") within seventy-two (72) hours after the Termination Date; or
  - iii. During the term of this Agreement, Brainerd EDA receives notice that an entity having the power of condemnation has condemned or intends to condemn all or a substantial portion of the Property; provided, all or a substantial portion of the Property is thereafter conveyed to or condemned by such entity either during or after the term of this Agreement.

8. **Agency/Dual Agency.** Brainerd EDA hereby authorizes Kamp (a) to appoint **Jennifer Haskamp** to act as Brainerd EDA's Listing Agent(s) (the "**Listing Agent(s)**"), and (b) at Kamp's discretion, to appoint other salespersons affiliated with Kamp as subagents to act on Brainerd EDA's behalf as and when needed (each, a "**Subagent**"). It is understood and agreed that this Agreement only creates an agency relationship between Brainerd EDA, Kamp, the Listing Agent(s) and any Subagent(s), and not with any other salespersons of Kamp. Any broker or salesperson other than Listing Agent(s) and any Subagent(s) will not be representing Brainerd EDA and may represent a potential purchaser.

Brainerd EDA agrees that if all or any portion of the Property is sold to a purchaser represented by one of Kamp' salespersons other than Listing Agent or Subagents appointed by Kamp, then Brainerd EDA consents to Kamp acting as a dual agent. Brainerd EDA understands and agrees that different salespersons affiliated with Kamp may represent different sellers/landlords in competing transactions involving the same purchaser/tenant. Brainerd EDA hereby consents to such representation and agrees that it shall not be considered action by Kamp that is adverse or detrimental to the interests of either seller, nor shall it be considered a conflict of interest on the part of Kamp. If Kamp acts as a dual agent, then Kamp shall be entitled to the entire commission payable under this Agreement plus any additional compensation Kamp may have negotiated with the purchaser. Acceptance of referral fees between salespersons affiliated with Kamp will not be considered action that is adverse or detrimental on the

part of the salespersons or Kamp, nor shall it be considered a conflict of interest by the salespersons or Kamp.

9. **Responsibility for Maintenance.** Kamp shall not be responsible for maintenance of the Property or for damages of any kind to the Property or its contents, including, but not limited to, vandalism and theft, unless Kamp caused such damage by its gross negligence. Brainerd EDA hereby releases and waives all rights, claims and causes of action against Kamp, except claims based on its negligence, for damages to the Property or its contents.
10. **Limitation of Liability.** Kamp is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Kamp, including but not limited to injuries or losses caused by (a) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property, (b) acts of third parties, such as vandalism or theft, (c) freezing or broken water pipes, (d) a dangerous condition on the Property, and (e) the Property's non-compliance with any law or ordinance. Neither party shall be liable to the other party for any consequential, special, indirect, punitive, incidental, or exemplary damages in connection with this Agreement, even if a party has knowledge of the possibility of such damages.
11. **Indemnification.** To the extent allowed by law, Brainerd EDA shall indemnify, defend and hold harmless Kamp, its shareholders, affiliates, subsidiaries, officers, directors, employees, agents and licensors from any claims, lawsuits, damages, costs, losses, attorneys' fees, costs and related expenses (collectively, "**Liabilities**") arising from or incurred as a result of (a) Brainerd EDA's failure to disclose material information about the Property; (b) Brainerd EDA providing incorrect information to Kamp, Outside Brokers or potential purchasers; (c) the use of, or access to, the Property by any person pursuant to this Agreement, (d) any breach of, or failure to perform, any provision of this Agreement by Brainerd EDA, and/or (e) other conduct by Brainerd EDA, its employees and agents, or Brainerd EDA's fraud, negligence or willful misconduct. Brainerd EDA shall not be responsible for indemnification for Liabilities to the extent caused by Kamp's fraud, negligence or willful misconduct in performing its obligations under this Agreement.
12. **Disclosure; Hazardous Substances.** Brainerd EDA agrees to promptly disclose to Kamp and any prospective purchaser all known material defects, if any, affecting the Property, including any structures on the Property, and any knowledge Brainerd EDA has or may hereafter acquire regarding the production, disposal, storage or release of any hazardous wastes or other toxic or hazardous substances in or on the Property. Kamp is authorized to disclose all pertinent information regarding the Property to prospective purchasers, and Brainerd EDA shall, to the extent allowed by law, indemnify and hold Kamp and any cooperating brokers harmless to the same extent as set forth in Section 11 of this Agreement in the event that Brainerd EDA fails to make any required disclosure or makes any misrepresentation about the Property or its condition.
13. **No Discrimination.** Brainerd EDA hereby acknowledges that it is illegal to refuse to display, sell or lease the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.
14. **Representations & Warranties.** Brainerd EDA represents and warrants that (a) Brainerd EDA has full authority to execute this Agreement and to sell, or exchange the Property, (b) Brainerd EDA is not bound by a listing agreement with another broker for the sale, lease, or exchange of the Property that is or will be in effect during the term of this Agreement, (c) no person or entity has any right to purchase or acquire the Property by an option, right of refusal, or other agreement, (d) there is no pending foreclosure of the Property that has not been disclosed in writing to Kamp, (e) Brainerd EDA owns sufficient intellectual property rights in any materials which Brainerd EDA provides to Kamp related to the Property (such as brochures, photographs, drawings or articles) to permit Broker to reproduce and distribute such materials for the purpose of marketing the Property or other purposes consistent with this Agreement, and (f) that all information concerning the Property provided to Kamp by Brainerd EDA is accurate. The person(s) executing this Agreement on behalf of Brainerd EDA represent(s) that such person(s) have full authority to do so and in so doing are binding Brainerd EDA.

Brainerd EDA confirms that following closing of the Property, the amount of the purchase price and any other terms of the sale of the Property shall not be deemed confidential information and Brainerd EDA authorizes disclosure of the same.

15. **Attorneys' Fees; Waiver of Jury Trial.** In the event of a dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment. TO THE EXTENT ALLOWED BY LAW, THE PARTIES HEREBY WAIVE ANY TRIAL BY JURY. Delinquent amounts payable to Kamp under this Agreement shall earn interest in the amount of one percent (1%) per month from the date due until paid.
16. **Construction and Authority; Successors.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party. The person(s) executing this Agreement on behalf of Brainerd EDA warrant that such person(s) have full authority to do so and in so doing to bind Brainerd EDA. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties.
17. **Professional Advice.** Kamp recommends that Brainerd EDA obtain legal, regulatory, architectural, engineering, environmental, tax and other professional and technical advice relating to this Agreement and the Property as well as the condition of the Property, including without limitation, the Property's improvements, equipment, soil, tenancies, environmental aspects and compliance with the Americans with Disabilities Act. Kamp will have no obligation to investigate any such matters and Kamp shall have no responsibility or liability for any work that is or should be done by such experts or professionals.
18. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the State of Minnesota.
19. **Entire Agreement; Counterparts.** This Agreement sets forth the entirety of the agreement between the parties regarding the Property, and supersedes all previous communications, representations, and understandings regarding the same. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument, and counterparts which are executed and delivered in electronic format (e.g. email, PDF, TIF, etc.) shall be deemed valid original signatures for the purposes of this Agreement.
20. **Copy of Agreement.** Brainerd EDA hereby acknowledges receipt of a fully executed copy of this Agreement.



This Agreement is entered into on the Effective Date.

**Owner: Brainerd EDA on Behalf of City of Brainerd**

**Kamp Real Estate and Development, LLC**

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**Name:**  
**Its: President**  
**Date: February 8, 2024**  
**Address: 501 Laurel St**  
**Address 2:**  
**City, State, ZIP: Brainerd, MN 56401**

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**Name: Jennifer Haskamp**  
**Its: Managing Broker and CEO**  
**Date: February 8, 2024**  
**Address: 246 S. Albert Street**  
**Address 2: Suite 2A**  
**City, State, ZIP: Saint Paul, MN 55105**

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**EXHIBIT A**

**Brainerd Industrial Park First Addition**

City	Address (Legal Description)	Property Identification Number
Brainerd	1427 Thiesse Drive (Lot 1 Block 1)	41060513
Brainerd	1729 Thiesse Drive (Lot 7 Block 1)	41060511
Brainerd	1817 Thiesse Drive (Lot 8 Block 1)	41060510
Brainerd	XXXX Thiesse Drive (Lot 1 Block 4)	41060507
Brainerd	1624 Thiesse Drive (Lot 2 Block 4)	41060506
Brainerd	1724 Thiesse Drive (Lot 3 Block 4)	41060505
Brainerd	1812 Thiesse Drive (Lot 4 Block 4)	41060504
Brainerd	1410 Thiesse Drive (Lot 1 Block 5)	41060503
Brainerd	1424 Thiesse Drive (Lot 2 Block 5)	41060502
Brainerd	1516 Thiesse Drive (Lot 3 Block 5)	41060501
Brainerd	XXXX Thiesse Drive (Lot 4 Block 5)	41060500

**Property Generally Referred to as: Wright Street Extension**

City	Legal Description	Property Identification Number
Brainerd	SE1/4 OF NW1/4 EXC N 1160 FT OF W 560 FT THEREOF. & ALSO INCL S 159.6 FT OF N 1160 FT OF E 330 FT OF W 560 FT OF SENW. & ALSO EXC	41310501
Brainerd	N1/2 OF NE1/4 OF SW1/4 EXC PT OF NE1/4 OF SW1/4 WHICH LIES W'LY OF S'LY EXT OF E LINE OF W 230 FT OF SENW SD SEC 31 & WHICH LIES	41310500

**Property Generally Referred to as: Parking Lot Infill Redevelopment**

City	Address (Legal Description)	Property Identification Number
Brainerd	XXX Laurel Street (Lots 2 thru 6 Inclusive Block 45, First Addition to Brainerd)	41241434

**EXHIBIT B**

**SCHEDULE OF SALE COMMISSIONS**

**SALES**

**Rate:** Broker will be compensated for a successful sale transaction per the following schedule:

**DIRECT TRANSACTION (NO THIRD PARTY INVOLVED):**

Should a member of the Listing Team (Jennifer Haskamp) secure a buyer without the assistance of a cooperating broker, for sale of the Properties; Broker will be paid a commission of six point five percent (6.5%) of the total purchase price at the time of closing.

If the purchase price of the property is \$1/acre or similar, the commission due shall be calculated based on the appraised current value. Under such transaction, the Buyer shall be responsible for paying the Broker Commission.

**CO-BROKER TRANSACTION:**

In the event a cooperating broker (including other brokers affiliated with Broker but not a member of the Listing Team) is involved in securing a buyer to purchase a Property, commissions payable for the transaction will be eight percent (8%) of the total purchase price. The total commission shall be split between Co-Broker and Broker at the discretion of the Listing Team. The commission shall be paid at the time of closing.

If the purchase price of the property is \$1/acre or similar, the commission due shall be calculated based on the appraised current value of the Property. Under such transaction, the Buyer shall be responsible for paying the Broker Commission.

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# MEMO



**TO:** EDA Board of Commissioners

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

**DATE:** February 8<sup>th</sup>, 2024

**RE:** Executive Director Job Description and Salary

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## INTRODUCTION

In the past two years, the EDA set numerous objectives/ goals to be completed by outside consultants. The Brainerd EDA has never had a full-time staff member, as City Staff provides administrative support. As the Brainerd EDA continues to grow in yearly objectives and budget, there should be consideration for a full-time Economic Development Manager or Director. Staff has provided a job description and potential salary ranges for a manager or director as directed by the EDA board at the regularly scheduled meeting in October 2023.

The EDA levied for \$186,812 in 2024.

In 2024, the EDA elected to fully fund all five contracts with the consultants for a total of \$138,000.

**Economic Development Manager** – Also reports to the Community Development Director

2024 Salary Range for Steps 1-6 – \$89,000 to \$106,038

2024 Loaded Salary Range for Steps 1-6 – \$128,205 to \$147,969

**Economic Development Director** – A separate Department Head

2024 Salary Range for Steps 1-6 – \$95,409 to \$113,588

2024 Loaded Salary Range for Steps 1-6 – \$135,639 to \$156,727

## JOB DESCRIPTION

### Basic Functions:

Under the direction of the EDA and Community Development Director, the Economic Development Director directs, plans, leads, coordinates, supervises and manages economic development activities and operations and the downtown revitalization functions for the City. This includes preparing and managing the economic development budget and recommending policy, infrastructure, marketing, recruitment, and negotiations for new development.

**Essential Job Functions:**

Direct, plan, organize and supervise the City's economic development program to enhance the economic health and vitality of the City; develop, recommend and implement short and long-range economic revitalization strategies for the City and its business districts; develop and manage programs to recruit and retain businesses and aid businesses seeking expansion in accordance with state and federal laws and City code.

Develop and maintain professional working relationships with local agencies, developers, private consultants, citizen groups, community service organizations, and others to retain and recruit business and economic development to the City of Brainerd; develop effective marketing strategies and tools to attract businesses and development.

Plan, organize and coordinate economic development projects; prepare requests for qualifications and proposals; establish scopes of work for consultants; negotiate and manage the work of consultants and contractors.

Develop and implement strategic redevelopment assistance opportunities; assist businesses interested in locating in Brainerd to identify suitable properties for their enterprises; build and maintain relationships with Brainerd brokers and property managers to understand available products and market conditions within the City.

Determine consultant requirements; select consultants and negotiate contracts; oversee and coordinate special projects, administer contracts for services according to established guidelines for the department; control and authorize expenditures in accordance with established limitations.

Prepare and present staff reports to the EDA, City Council, Planning Commission, advisory committees, the public, and other groups to explain technical aspects of the City's economic development projects and programs.

Staff, train, supervise and evaluate the performance of assigned economic development staff. Prioritize and assign work to assure efficient economic development activities and programs; assess and monitor workload, administrative support systems; identify opportunities for improvement and recommend and implement changes.

Prepare the economic element of the Comprehensive Plan, and formulate strategies for implementing economic policy; develop and maintain an overall economic development plan for the City.

Provide representation to a variety of boards and commissions; attend and participate in professional groups and committees.

Participate as a member of the City's Management Team to assist in planning, organizing, and administering policy. Coordinate economic development activities with those of other departments and offices to assure a consistent approach towards common projects and interests.

**Knowledge of:**

- Principles and practices of economic development.
- Organizational and management practices as applied to the analysis and evaluation of economic development programs, policies, and operational needs.
- Modern and complex principles and practices of program development and administration.
- Economic analysis techniques related to market, feasibility, and impact studies.
- Methods and techniques of effective technical report preparation and presentation.
- Research methods and sources of information related to economic development.
- Negotiation, mediation and facilitation skills, techniques, and procedures.
- Applicable laws relating to growth management, real estate, and land use.
- Correct English usage, grammar, spelling punctuation and vocabulary.
- Group dynamics and methods of encouraging citizen participation.

**Ability to:**

- Plan, organize, direct, and coordinate the work of professional and technical personnel, delegate authority and responsibility.
- Provide administrative and professional leadership and direction for the economic development program.
- Identify and respond to community, EDA, and City Council issues, concerns, and needs.
- Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient economic development services.
- Ensure project compliance with Federal State and local rules, laws, and regulations.
- Interpret and apply pertinent laws, rules, and regulations.
- Prepare and analyze technical and administrative reports, statements, and correspondence.
- Work effectively with others to achieve personal, team, department, and citywide goals.
- Anticipate customer needs and give high priority to customer service and satisfaction.

**Education and Experience:**

Bachelor's degree in Urban Planning, Economics, Business/Public Administration, or closely related field and four years of increasingly responsible management experience related to economic development, commercial real estate development, community development, or closely related field.

**RECOMMENDATION**

Staff recommends continuing to work with outside consultants as the loaded salary range would not leave funds available for implementation of programs, advertising, or consultant agreements. Staff recommends that review of the Economic Development Director position should be considered every two years based on potential market change, EDA goals, and the amount levied by the EDA.

# MEMO



**TO:** EDA Board of Commissioners

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

**DATE:** February 8<sup>th</sup>, 2024

**RE:** Revolving Loan Fund for Façade Improvements

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## INTRODUCTION

At the June 28<sup>th</sup> 2023 workshop, staff recommended offering grants for business owners remodeling façade elements of their place of business at a rate of 50% of the project cost up to a maximum of \$2,500. The funds are paid upon completion of the project and the lesser of what was charged versus what was requested will be given. The goal of this is to incentivize an update of the City's businesses fronts to meet modern expectations. The grants would be available for properties located within the River to Rails District and for those in the Commercial Corridor District.

After discussion by the EDA commissioners at the workshop, there was a consensus that the available funds should be set up as a revolving loan fund in order to fund larger projects and for repayment to the funds to keep the program viable in the future. BLAEDC has indicated that they could administer the revolving loan fund, as they have knowledge and experience in the subject matter.

Staff recommends the following funds for the proposed revolving loan fund:

1. Local Income – The balance as of 12/31/23 was just under \$103,000. The EDA and Council authorized up to \$15,000 to help the HRA with associated costs of getting the 426 B Street property back to grade. Fifty percent of the actual cost was \$5,447.50 and will be paid in February. The balance available would be \$97,000 and there would be no reporting requirements if these funds were used.
2. Internal EDA Funds – The 2024 adopted EDA budget had revenues exceeding expenditures by \$43,870. The EDA could use \$40,000, plus some of their fund balance which is projected to be \$69,000 at the end of 2023. There would be no reporting requirements for using these funds.
3. Downtown revolving loan funds - #298 – The 12/31/23 balance is \$49,621. Staff understand that these funds could be used because it is the same area as the SCDP grant area. These funds are available and should meet a federal objective. In order to utilize

these funds, the EDA would need to collaborate with the HRA. There would also be additional reporting to DEED. The advantage of these funds is that if the repayment in any given year is less than \$35,000 for all SCDP grants, the funds become Local Income.

**STAFF RECOMMENDATION**

Direct Staff to work with BLAEDC on a contract and to create parameters for the proposed revolving loan fund and present it at the next EDA meeting. In addition, staff would like to continue to utilize these funds in conjunction with the HRA for the demolition of blighted properties.

# Brainerd EDA Preliminary Framework

EDA Goals	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
<p><b>Goal 1</b> - Create programs to seek funding to address identified needs.</p>	<p><b>City Staff</b> provides a recommendation for a revolving loan fund for façade improvements in the CC District and River to Rails District.</p>	<p><b>BLAEDC</b> provides a proposal for administering revolving loan fund for façade improvements.</p> <p><b>City Staff</b> presents a policy to extend the River to Rails District to the Commercial Corridor District.</p>	<p><b>BLAEDC</b> provides City staff with a summary of needs identified from 2023 BRE interviews.</p> <p><b>City Staff</b> seeks direction from the City Council to allow for mixed-use development in the CC District to help incentivize redevelopment.</p>	<p><b>City Staff</b> schedules a workshop to begin strategizing goals and objectives for 2025 based on the City and BLAEDC’s BR&amp;E interviews.</p> <p><b>SHC</b> Revisits Washington Street corridor properties, re-evaluate based on mixed-use land use designation.</p>
<p><b>Goal 2</b> - Update inventory of under-used and under-developed properties and work with property owners to market them for redevelopment.</p>	<p><b>SHC</b> conducts and updates GIS assessment of underutilized properties and score properties based on a metric system for underutilized properties.</p> <p><b>City Staff</b> presents a proposed agreement with private property owners to market on the EDA website.</p>	<p><b>SHC</b> identifies possible uses for underutilized properties with staff and engages property owners to assess interest in participating in a redevelopment program. Underutilized property includes James St. Mobile Home Park.</p> <p><b>City Staff</b> updates a list of vacant storefronts in the City of Brainerd.</p>	<p><b>City Staff</b> provide a report to the EDA on interested private properties.</p> <p><b>SHC</b> imports properties and information to the EDA website.</p> <p><b>City Staff</b> works with interested property owners to create descriptive page on vacant tenant space.</p>	<p><b>Visit Brainerd</b> considers marketing vacant buildings and properties in their marketing campaign.</p>

<b>EDA Goals</b>	<b>1<sup>st</sup> Quarter</b>	<b>2<sup>nd</sup> Quarter</b>	<b>3<sup>rd</sup> Quarter</b>	<b>4<sup>th</sup> Quarter</b>
<b>Goal 3</b> - Evaluate the City's vacant industrial property for compatible non-industrial uses that would address current and future needs of the community.	<p><b>SHC</b> – EDA reviews website created by SHC and Visit Brainerd to market available Brainerd owned properties.</p> <p><b>KAMP Realty</b> submits a proposal for a brokerage contract to list Brainerd industrial properties.</p>	<p><b>KAMP Realty</b> lists properties on a brokerage website.</p> <p><b>Visit Brainerd</b> creates a marketing strategy and campaign for the EDA website and available Brainerd properties;</p>	<b>City Staff &amp; Kamp Realty</b> engage with interested businesses and developers regarding City owned property.	<b>Kamp Realty</b> provides an update to the EDA on the property listings and recommend any changes that may be needed to better market properties.
<b>Goal 4</b> - Interview existing businesses to identify each businesses' individual needs to take the next step in their business development	<b>City Staff</b> finish conducting 6 BR&E interviews from 2023			<b>City Staff</b> conducts 5 additional BRE interviews by 4 <sup>th</sup> Quarter.
	<b>BLAEDC</b> conducts BRE interviews.	<b>BLAEDC</b> conducts BRE interviews.	<b>BLAEDC</b> conducts BRE interviews.	<b>BLAEDC</b> conducts BRE interviews.
	<b>SHC &amp; BLAEDC</b> host 1 roundtable business owner breakfasts		<b>SHC</b> provides a final report and summary from roundtable business owner breakfasts.	

<b>EDA Goals</b>	<b>1<sup>st</sup> Quarter</b>	<b>2<sup>nd</sup> Quarter</b>	<b>3<sup>rd</sup> Quarter</b>	<b>4<sup>th</sup> Quarter</b>
<b>Goal 5</b> - Work with community partners to develop a cohesive marketing strategy for the Community.	All consultants participate in quarterly meeting to update and strategically plan completion of EDA goals.	All consultants participate in quarterly meeting to update and strategically plan completion of EDA goals.	All consultants participate in quarterly meeting to update and strategically plan completion of EDA goals.	All consultants participate in quarterly meeting to update and strategically plan completion of EDA goals.
	<b>Visit Brainerd &amp; SHC</b> finalize EDA website.  <b>City Staff</b> continue to engage with the School District regarding conveying ISD 181 property North of Buffalo Hills Park.	<b>SHC</b> proposes a concept/ general master plan for a Brainerd property for residential use.  <b>City Staff &amp; SHC</b> meet with representatives from ISD 181 to facilitate redevelopment of the property North of Buffalo Hills Park.	<b>Visit Brainerd &amp; SHC</b> determine method to promote identified properties to developers and buyers.  <b>SHC</b> presents to the EDA a concepts plan for one large area of focus or three smaller areas.	<b>SHC</b> presents a final concept plan and imports it to the website.
	Consultants discuss cohesive and comprehensive marketing plan for the EDA at the quarterly meeting.	Consultants discuss a strategy to continually update properties on the EDA website		
	<b>DDBC</b> Hosts 4 business owner networking events. <b>DBBC</b> produces and distributes 12 promotional	<b>DDBC</b> updates the EDA on the Mainstreet Program	<b>DDBC</b> attends education events and classes to support the Mainstreet program.	<b>DDBC</b> provides a final report of main street activities.
	<b>City Staff</b> provides options for public signage of marketable properties.	<b>City Staff</b> contracts for printing services.		
		<b>Visit Brainerd</b> develops and implements a summer advertising campaign to shop at Brainerd businesses.		<b>Visit Brainerd</b> develops and implements a winter advertising campaign to shop at Brainerd businesses.

*Note: All items in quarters address action steps and scope of service directed and agreed upon by the EDA.*