

**Crow Wing County HRA Board Meeting**  
**5:00 p.m. Tuesday, March 9<sup>th</sup>, 2021**  
**Remote Meeting via Webex Video/Teleconference**

**Join from your browser:** <https://brainerdhra.my.webex.com/brainerdhra.my/j.php?MTID=m8e46428dedce7eee162a2d95c6295bfe>  
**Join by phone:** 415-655-0001  
**Meeting number (access code):** 182 035 7218  
**Meeting password:** 0309

*"Our mission is to support the creation and preservation of affordable housing, economic development, and redevelopment projects towards a more vibrant Crow Wing County."*

## AGENDA

- 1. CALL to ORDER**
- 2. ROLL CALL**
- 3. PRESENTATION:** 2020 Crow Wing County HRA Audit: Mary Reedy, CliftonLarsonAllen
- 4. REVIEW and APPROVE MINUTES (Attachment 1).....**[p.3](#)
- 5. REVIEW and ACCEPT FINANCIAL STATEMENTS (Attachment 2).....**[p.7](#)
- 6. UNFINISHED BUSINESS**
  - a. Housing Trust Fund Update (Attachment 3).....**[p.13](#)
- 7. NEW BUSINESS**
  - a. Consider BLADC and CREDI Agreements for Professional Services (Attachment 4).....**[p.15](#)
- 8. REPORTS**
  - a. Executive Director (Attachment 5).....**[p.29](#)
  - b. Rehab Programs (Attachment 6).....**[p.31](#)
  - c. BLAEDC/CREDI (Attachment 7).....**[p.33](#)
  - d. CWC**
- 9. HRA COMMISSIONER COMMENTS**
- 10. NEXT MEETING AGENDA TOPICS:** Tuesday, April 13<sup>th</sup>, 2021
- 11. ADJOURNMENT**

**CWC HRA Commissioners**

Michael Aulie, Chair - District 5 (12-31-21)

Zach Tabatt, Vice Chair - District 3 (12-31-24)

Michael Morford, Secretary/Treasurer - District 2 (12-31-23)

Richard (George) Burton, Commissioner - District 1 (12-31-22)

Craig Nathan, Commissioner - District 4 (12-31-25)



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## Crow Wing County HRA Board Meeting Minutes

### from Tuesday, February 9<sup>th</sup>, 2021

A regular meeting of the Board of Commissioners of the Housing and Redevelopment Authority (HRA) in and for the County of Crow Wing, Minnesota, was held via Webex video/teleconference at 5:00 p.m., Tuesday, February 9<sup>th</sup>, 2021.

- 1. CALL TO ORDER:** Chair Michael Aulie called the meeting to order at 5:01 p.m.
- 2. ROLL CALL:** Present: Commissioners Craig Nathan, Michael Aulie, Zach Tabatt, Richard (George) Burton, and Michael Morford.

Others present: Executive Director Eric Charpentier, Finance Director Karen Young, Executive Assistant LeAnn Goltz, and Tyler Glynn with BLAEDC.

- 3. REVIEW and APPROVE MINUTES:**

Moved and seconded by Commissioners Nathan and Morford to approve the minutes from January 12<sup>th</sup>, 2021. Through a roll call vote, all commissioners were in favor and none were opposed. The minutes were approved.

- 4. REVIEW and ACCEPT FINANCIAL STATEMENTS:**

#### 2020 Audit

The 2020 audit fieldwork was conducted by CliftonLarsonAllen (CLA) during the first week of February.

#### CWC HRA 2020 Tax Levy

It was reported last month that \$697,996.59 in tax levy revenue for 2020 was received/accrued compared to the total levy amount of \$729,500. In January, an additional deposit of \$28,751.60 was received, which equates to 99% collection rate.

Commissioner Morford moved to accept the January financial statements as submitted with a second from Commissioner Nathan. Upon roll call, all commissioners voted in favor and none were opposed. The motion passed.

- 5. UNFINISHED BUSINESS:**

- a. Housing Trust Fund (HTF) Update:** Staff continues to move closer to a final draft of the internal procedures for the rehab program. Our two outstanding items that are being finalized are plans for loan servicing and feedback from legal counsel on drafting a mortgage and note. Charpentier and Young have a meeting with Martha Ingram from Kennedy and Graven next week. The procedures for the down payment assistance and development programs should move along at a quicker pace.

In December, the logo for the Housing Trust Fund was finalized and a marketing piece was created for the HTF. Staff will begin distributing this piece to key partners.



John and his team continue to work with the first applicant for the rehab program. Charpentier has spoken with one other potential applicant for this program as they had some questions while they were filling out the application.

CWC HRA has also recently received an inquiry on a number of tax forfeited properties in Baxter from a developer that is looking to place multi-family units on these lots if they are able to purchase them. Staff will be working with them through the tax forfeited purchase program in the coming weeks. The developer was attempting to work with the owner of a parcel that surrounded these tax forfeited parcels to attempt to secure all of them before moving forward.

## 6. NEW BUSINESS:

- a. **Review Committed Fund Balance:** The Fund Balance Policy recommends maintaining unassigned fund balance in a range of 8-12 months of General Fund expenses. At the December meeting, the board committed funds for Redevelopment and Housing Projects with an amount to be set after year-end. The calculation of unassigned fund balance at 12/31/20 covers approximately six months of expenses. Given that this is below the minimum eight months of fund balance that is recommended in the policy, staff did not recommend that the board commit an amount to fund balance for Redevelopment and Housing Projects.

**Motion by Commissioner Nathan with a second by Commissioner Morford to not commit any fund balance amount for Redevelopment and Housing Projects. Upon roll call, all commissioners voted in favor and none opposed. The motion carried.**

- b. **Approve Purchase & Redevelopment Agreement Between CWC HRA and Level Contracting:** Level Contracting, LLC, would like to purchase three lots—two in Brainerd Oaks and one in Serene Pines with a total purchase price of \$25,270.38. Attorney Martha Ingram from Kennedy & Graven drafted the Purchase and Redevelopment Agreement and corresponding resolution, which were provided to the board.

**Commissioner Nathan moved to approve Resolution No. 2021-01, approving the Purchase and Redevelopment Agreement between the Housing and Redevelopment Authority in and for the County of Crow Wing and Level Contracting LLC. Commissioner Morford seconded the motion. Upon roll call, all commissioners voted in favor and none were opposed. The motion carried.**

## 7. REPORTS:

- a. **Executive Director:**

### Annual Report to Crow Wing County

Per the Housing Trust Fund ordinance, CWC HRA shall submit an annual report to the County on the activities undertaken with funds from the trust fund within 30 days following the close of the fiscal year. The annual report was submitted to County Administrator Houle on January 28<sup>th</sup>, 2021, and a copy of the report was provided to the board.



b. **Brainerd HRA/Rehab Programs:**

NE Brainerd SCDP

Address	Owner	Type of Rehab	Units	Status
707 Laurel St.	Knotty Pine Bakery	Commercial	1	Complete
707 Laurel St.	Sarah H.S.	Mixed-use	9	Substantially Complete
212 1 <sup>st</sup> Ave. NE	Andrea B.	Owner-occupied	1	Complete
612 2 <sup>nd</sup> Ave. NE	Kelly R.	Owner-occupied	1	Complete
201 & 203 B St.	Travis B.	Rental	2	In Construction
726 4 <sup>th</sup> Ave. NE	John G.	Rental	3	Bidding
215 Gillis Ave. NE	Cheri S.	Owner-occupied	1	In Construction
414 3 <sup>rd</sup> Ave. NE	Select Rental Properties	Rental	1	In Construction
206 Gillis Ave. NE	Herbert & Robin J.	Owner-occupied	1	In Construction
721 2 <sup>nd</sup> Ave. NE	Darin K.	Owner-occupied	1	In Construction

Emily SCDP

7 owner-occupied projects are complete

1 project is in construction

MHFA

1 project is in construction

2 applications are in process

**FHLB**

We were notified that we did not get funded for the FHLB Affordable Housing Program. They received 162 applications for a total request of over \$90 million and they funded 63 projects for a total of \$41.7 million. Our application scored 59.34 points and they funded down to 62.1 points this round.

**Brainerd Oaks/Serene Pines/Dalmar Estates**

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	47	44	3	8
Serene Pines	23	14	12	0	3
Dalmar Estates	7	1	1	0	0

\*Originally 83 lots, two have been merged/combined into a single parcel.

c. **BLAEDC/CREDI:** Glynn provided updates on current projects. He also reported that BLAEDC's annual meeting will be held virtually this year and they will be producing their first digital report.

d. **CWC:** Nothing to report.

**8. HRA COMMISSIONER COMMENTS:** Nothing to report.



9. **NEXT MEETING AGENDA TOPICS:** Discuss possibly returning to in-person meetings.

10. **ADJOURNMENT:**

Commissioner Nathan moved to adjourn the meeting. Commissioner Burton seconded the motion. The motion was approved and the meeting was adjourned at 5:51 p.m.

**Housing & Redevelopment Authority**

To: CWC HRA Board Members  
From: Karen Young, Finance Director  
Date: March 3, 2021  
Re: Review & Accept Financial Statements

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Please find attached the financial information for February 2021.

Payments were issued in February to BLAEDC (\$87,000) and CREDI (\$25,000) for a total of \$112,000 per the Agreements for Professional Services for 2020.

**Action Requested: Accept the February financial statements as submitted.**

**2020 Audit**

Auditors from CliftonLarsonAllen (CLA) have completed the 2020 audit (electronic copy sent separately). Mary Reedy will attend the March meeting to present the audit to the board.

**Action Requested: Accept the 2020 audited financial statements.**

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Date/Time roberta  
3/2/2021 2:25:04 PM

**Crow Wing County  
CWC HRA Combined Balance Sheet  
February, 2021**

**Cumulative**

**ASSETS**

556-000-1120.000 A/R Other - Dev	107.30
550-000-1129.210 Cash Gen Fund	104,714.81
550-001-1129.210 Cash CWC SCDP	68,281.57
551-002-1129.210 Cash RLF TIF	370,354.84
556-000-1129.210 Cash Development Fund	-107.30
557-000-1129.210 Cash Tax Forf Property	-3,946.27
558-000-1129.210 Cash HTF	496,988.29
551-002-1141.000 Loans Rec RLF TIF	49,150.23
556-000-1450.000 Land Held for Resale	442,419.88
<b>TOTAL ASSETS</b>	<b><u>1,527,963.35</u></b>

**LIABILITIES**

550-000-2112.000 A/P Other	-225.00
557-000-2115.000 Escrow Account TFP	-1,000.00
556-000-2600.000 Def Inflow of Res - Dev	-442,419.88
<b>TOTAL LIABILITIES</b>	<b><u>-443,644.88</u></b>

**SURPLUS**

550-000-2700-000 Net Income	-432,349.51
550-000-2806.000 Retained Earnings	-651,968.96
<b>TOTAL SURPLUS</b>	<b><u>-1,084,318.47</u></b>

**TOTAL LIABILITIES & SURPLUS**

**-1,527,963.35**

Proof 0.00



Date: 3/2/2021  
Time: 2:28:51 PM  
roberta

**Crow Wing County  
CWC HRA Combined Operating Stmt  
February, 2021**

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	<b>Current Period</b>	<b>Current Year</b>	<b>Year To Date Budget</b>	<b>Variance</b>
<b>INCOME</b>				
550-000-3610.000 Investment Earnings	-4.84	-10.04	-83.34	73.30
550-000-3690.000 Other Revenue	0.00	0.00	-4,500.00	4,500.00
551-002-3610.000 RLF TIF Interest Rev	-258.94	-523.97	-760.00	236.03
556-000-3696.000 Development Revenue	0.00	0.00	-31,866.66	31,866.66
557-000-3696.000 TFP Revenue	-500.00	-500.00	0.00	-500.00
<b>TOTAL INCOME</b>	<b>-763.78</b>	<b>-1,034.01</b>	<b>-37,210.00</b>	<b>36,175.99</b>
<b>EXPENSE</b>				
550-000-4110.000 Administrative Salaries	300.00	600.00	750.00	-150.00
550-000-4130.000 Legal	64.00	64.00	1,666.66	-1,602.66
550-000-4140.000 Staff Training	0.00	0.00	883.34	-883.34
550-000-4150.000 Travel	0.00	0.00	41.66	-41.66
550-000-4171.000 Auditing Fees	0.00	0.00	3,500.00	-3,500.00
550-000-4172.000 Management Fees	12,500.00	25,000.00	25,000.00	0.00
550-000-4190.000 Other Administrative	0.00	0.00	33.34	-33.34
550-000-4500.000 TIF Expense	30.00	30.00	100.00	-70.00
550-000-4510.000 Insurance	0.00	2,530.00	350.00	2,180.00
550-000-4540.000 Employer FICA	22.96	45.92	58.34	-12.42
550-000-4590.000 Other General Expense	0.00	0.00	23,000.00	-23,000.00
550-001-4600.000 CWC SCDP Expense	0.00	0.00	4,500.00	-4,500.00
556-000-4600.000 Development Expense	0.00	0.00	31,866.66	-31,866.66
557-000-4600.000 TFP Expense	0.00	0.00	1,666.66	-1,666.66
<b>TOTAL EXPENSE</b>	<b>12,916.96</b>	<b>28,269.92</b>	<b>93,416.66</b>	<b>-65,146.74</b>
<b>NET INCOME(-) OR LOSS</b>	<b>12,153.18</b>	<b>27,235.91</b>	<b>56,206.66</b>	<b>-28,970.75</b>



**Crow Wing County HRA**  
**February 2021 Payments**

Payment Number	Payment Date	Vendor	Description	Check Amount
23807	2/18/2021	Brainerd Lakes Area Economic Development	2020 Funding	\$87,000.00
23808	2/18/2021	Cuyuna Range Economic Development Inc.	2020 Funding	\$25,000.00
23818	2/25/2021	Crow Wing County Treasurer	TIF Audit Confirmation Fees	\$30.00
23825	2/25/2021	Kennedy & Graven, Chartered	HTF Creation	\$64.00
<b>Total</b>				<b>\$112,094.00</b>



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## Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: March 9, 2021  
Re: Housing Trust Fund Update

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We have our first draft of our loan agreement, promissory note, and mortgage back for our rehab program for review. The attorneys at Kennedy and Graven were very complimentary of us on the guidelines, procedures, and the ordinance that we have been working on for the past few months. They did not have any legal issues with what we have put forward so far, which is reassuring. Our documentation is very close to being finalized!

I have reached out to the Initiative Foundation (IF) as well as Mid Minnesota Federal Credit Union (MMFCU) to inquire as to if one of those organizations would be willing to be our loan servicer. IF services the loans for the Brainerd Unified Fund and MMFCU services the loans for Lakes Area Habitat for Humanity. Unfortunately, IF is going to pass on partnering with us at this time. I am still awaiting word from MMFCU.

We continue to have interest in the rehab program with John receiving inquires while still working with the initial borrower that is in the pipeline.

### No Action Needed: For Informational Purposes Only



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## Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: March 9, 2021  
Re: Approval of BLADC and CREDI Agreements for Professional Services

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The 2021 budget approved by the board included using levy dollars for funding economic development and redevelopment services of \$87,000 to the Brainerd Lakes Area Economic Development Corporation (BLADC) and \$25,000 to Cuyuna Range Economic Development Inc. (CREDI). As such, staff worked with Tyler Glynn from BLADC to update the previous draft Agreements for Professional Services for both organizations with some added language to Section 5.

A significant factor in drafting the agreements is that all of the funds provided to BLADC and CREDI from the CWC HRA must be used on eligible activities per the HRA statute. Monthly reports on activities and progress will be provided to the CWC HRA from both organizations and certification that all funds were expended on authorized activities.

**Action Requested: Approve Resolutions No. 2021-02 and 2021-03, Approving the Agreements for Professional Services between the CWC HRA and BLADC and CREDI.**



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN HOUSING AND  
REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING  
AND THE BRAINERD LAKES AREA DEVELOPMENT CORPORATION**

THIS AGREEMENT is entered into this 9th of March, 2021, by the Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic and political subdivision of the State of Minnesota (the “County HRA”) and the Brainerd Lakes Area Development Corporation, a Minnesota nonprofit corporation (“BLADC”).

**WHEREAS**, BLADC’s mission is to foster economic development and redevelopment throughout the Brainerd Lakes and Cuyuna Lakes area of Crow Wing County (the “County”), and to provide streamlined services to potential developers and employers throughout the County; and

**WHEREAS**, among its other mandates, the County HRA is tasked with promoting the redevelopment of areas within the County that are susceptible to blight or blighting factors, which redevelopment may include establishing new businesses or otherwise fostering the economic development of such areas; and

**WHEREAS**, BLADC has proposed to provide economic development and redevelopment services to the County HRA in furtherance of the mission of both parties, and the County HRA has determined that it is in the best interest of the County and its residents to enter into this Agreement.

**NOW, THEREFORE**, the parties hereto represent, warrant and agree as follows:

1. **SERVICES**. BLADC agrees to provide the following services (the “Services”) for the benefit of the County HRA:
  - a. To provide a focal point for economic development within the County by assisting business and industry with site location, financial assistance services, and business planning services;
  - b. To provide community services and marketing programs for the purpose of expanding the tax base and increasing employment within the County;
  - c. To maintain an office within the County to conduct its services, and to provide all staff necessary to carry out such services;
  - d. To provide monthly reports to the County HRA on its activities and progress; and
  - e. To attend monthly meetings of the board of commissioners of the County HRA when appropriate or requested by the County HRA.
2. **LIMITATIONS**. BLADC expressly agrees and acknowledges that the Services enumerated in Section 1 hereof shall be limited to activities authorized under the provisions of Minnesota Statutes, Sections 469.001 to 469.047, as amended (the “HRA

Act”), specifically activities fostering the redevelopment or rehabilitation of blighted areas within the County. “Blighted areas” shall mean any area with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

3. **REPORTS.** BLADC further agrees and acknowledges that it will be BLADC’s responsibility to ensure that all Services provided under this Agreement meet all requirements for the use of HRA funds under the HRA Act, and that BLADC shall establish safeguards against the use of HRA funds for economic development activities not meeting such requirements. All reports provided to the County HRA pursuant to Section 1(d) hereof shall include certifications that all HRA funds provided to BLADC pursuant to this Agreement have been expended solely for the purposes authorized herein, subject to the limitations provided in Section 2.
4. **TERM OF AGREEMENT.** The term of this Agreement shall be one year, commencing January 1, 2021 and terminating December 31, 2021.
5. **COMPENSATION.** The County HRA agrees to pay BLADC a total of \$87,000 to provide the Services. This total shall be comprised of two equal payments of \$43,500, one due and payable on or after July 15, 2021, pursuant to the submission of the first six months of reporting. The second payment due and payable on or after December 31, 2021. Notwithstanding the foregoing, the County HRA’s obligation to make any payments hereunder is subject to the prior receipt by the County HRA of all reports referenced in Section 3 and required to be delivered by BLADC prior to the applicable date of payment. No prepayments and no partial payments will be authorized under this agreement.
6. **NO ASSIGNMENT.** Neither party to this Agreement may assign or transfer its interest in this Agreement without the written consent of the other party.
7. **REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** The County HRA and BLADC represent and agree that no member, official, or employee of the County HRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement that affects their personal interests or the interests of any corporation, partnership, or association in which they, directly or indirectly, are interested. No member, official, or employee of the County HRA shall be personally liable to BLADC, or any successor in interest, in the event of any default or breach by the County HRA or for any amount that may become due to BLADC or successor or on any obligations under the terms of the Agreement.
8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the date first written above.

BRAINERD LAKES AREA  
DEVELOPMENT CORPORATION

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President

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Executive Director

HOUSING AND REDEVELOPMENT  
AUTHORITY IN AND FOR THE  
COUNTY OF CROW WING

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Chair

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Executive Director

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE COUNTY OF CROW WING

RESOLUTION NO. 2021-02

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND  
FOR THE COUNTY OF CROW WING AND BRAINERD LAKES AREA  
DEVELOPMENT CORPORATION

BE IT RESOLVED By the Board of Commissioners ("Board") of the Housing and  
Redevelopment Authority in and for the County of Crow Wing ("Authority") as follows:

Section 1. Recitals.

1.01. The Authority is a housing and redevelopment authority governed by Minnesota  
Statutes, Sections 469.001 to 469.047 ("HRA Act"), and has determined to carry out redevelopment  
activities within Crow Wing County (the "County") pursuant to the HRA Act.

1.02. The Authority and Brainerd Lakes Area Development Corporation ("BLADC")  
have proposed to enter into an Agreement for Professional Services (the "Agreement"), setting forth  
the scope and terms of various economic development and redevelopment activities to be performed  
by BLADC on behalf of the Authority.

1.03. The Board has reviewed the Agreement and found that the execution thereof and  
performance of the Authority's obligations thereunder are in the public interest and will further the  
objectives of its general plan of economic development and redevelopment, because it will further  
the above-stated redevelopment goals of the County.

Section 2. Authority Approval; Further Proceedings.

2.01. The Agreement as presented to the Board, including the terms of payment by the  
Authority for the Services described therein, is hereby in all respects approved, subject to  
modifications that do not alter the substance of the transaction and that are approved by the Chair  
and Executive Director, provided that execution of the documents by such officials shall be  
conclusive evidence of approval.

2.02. The Chair and Executive Director are hereby authorized to execute on behalf of the  
Authority the Agreement and any documents referenced therein requiring execution by the  
Authority, and to carry out, on behalf of the Authority, its obligations thereunder.

2.03. Authority staff are authorized and directed to take all actions to implement the  
Agreement.

Approved by the Board of Commissioners of the Housing and Redevelopment Authority in and for the County of Crow Wing this 9th day of March, 2021.

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Chair

ATTEST:

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Executive Director

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN HOUSING AND  
REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING  
AND CUYUNA RANGE ECONOMIC DEVELOPMENT, INC.**

THIS AGREEMENT is entered into this 9th of March 2021, by the Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic and political subdivision of the State of Minnesota (the “County HRA”) and Cuyuna Range Economic Development, Inc. a Minnesota nonprofit corporation (“CREDI”).

**WHEREAS**, CREDI’s mission, in partnership with the Brainerd Lakes Area Development Corporation (BLADC), is to foster economic development and redevelopment throughout the Cuyuna Lakes area (the “Service Area”) of Crow Wing County, and to provide streamlined services to potential developers and employers throughout the Service Area; and

**WHEREAS**, among its other mandates, the County HRA is tasked with promoting the redevelopment of areas within the County that are susceptible to blight or blighting factors, which redevelopment may include establishing new businesses or otherwise fostering the economic development of such areas; and

**WHEREAS**, CREDI, through partnership with the BLADC staff, has proposed to provide economic development and redevelopment services to the County HRA in furtherance of the mission of both parties, and the County HRA has determined that it is in the best interest of the Service Area and its residents to enter into this Agreement.

**NOW, THEREFORE**, the parties hereto represent, warrant and agree as follows:

1. **SERVICES**. CREDI agrees to provide the following services (the “Services”) for the benefit of the County HRA:
  - a. To provide a focal point for economic development within the Service Area by assisting business and industry with site location, financial assistance services, and business planning services;
  - b. To provide community services and marketing programs for the purpose of expanding the tax base and increasing employment within the Service Area;
  - c. To maintain an office within the Service Area to conduct its services, and to provide all staff necessary to carry out such services;
  - d. To provide monthly reports to the County HRA on its activities and progress; and
  - e. To attend monthly meetings of the board of commissioners of the County HRA when appropriate or requested by the County HRA.
2. **LIMITATIONS**. CREDI expressly agrees and acknowledges that the Services enumerated in Section 1 hereof shall be limited to activities authorized under the

provisions of Minnesota Statutes, Sections 469.001 to 469.047, as amended (the “HRA Act”), specifically activities fostering the redevelopment or rehabilitation of blighted areas within the Service Area. “Blighted areas” shall mean any area with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

3. **REPORTS.** CREDI further agrees and acknowledges that it will be CREDI’s responsibility to ensure that all Services provided under this Agreement meet all requirements for the use of HRA funds under the HRA Act, and that CREDI shall establish safeguards against the use of HRA funds for economic development activities not meeting such requirements. All reports provided to the County HRA pursuant to Section 1(d) hereof shall include certifications that all HRA funds provided to CREDI pursuant to this Agreement have been expended solely for the purposes authorized herein, subject to the limitations provided in Section 2.
4. **TERM OF AGREEMENT.** The term of this Agreement shall be one year, commencing January 1, 2021 and terminating December 31, 2021.
5. **COMPENSATION.** The County HRA agrees to pay CREDI a total of \$25,000 to provide the Services. This total shall be comprised of two equal payments of \$12,500, one due and payable on or after July 15, 2021, pursuant to the submission of the first six months of reporting. The second payment due and payable on or after December 31, 2021, pursuant to the submission of the second six months of reporting. Notwithstanding the foregoing, the County HRA’s obligation to make any payments hereunder is subject to the prior receipt by the County HRA of all reports referenced in Section 3 and required to be delivered by CREDI prior to the applicable date of payment. No prepayments and no partial payments will be authorized under this agreement.
6. **NO ASSIGNMENT.** Neither party to this Agreement may assign or transfer its interest in this Agreement without the written consent of the other party.
7. **REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** The County HRA and CREDI represent and agree that no member, official, or employee of the County HRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement that affects their personal interests or the interests of any corporation, partnership, or association in which they, directly or indirectly, are interested. No member, official, or employee of the County HRA shall be personally liable to CREDI, or any successor in interest, in the event of any default or breach by the County HRA or for any amount that may become due to CREDI or successor or on any obligations under the terms of the Agreement.
8. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CUYUNA RANGE ECONOMIC  
DEVELOPMENT, INC.

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President

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Executive Director

HOUSING AND REDEVELOPMENT  
AUTHORITY IN AND FOR THE  
COUNTY OF CROW WING

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Chair

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Executive Director

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE COUNTY OF CROW WING

RESOLUTION NO. 2021-03

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND  
FOR THE COUNTY OF CROW WING AND CUYUNA RANGE ECONOMIC  
DEVELOPMENT, INC.

BE IT RESOLVED By the Board of Commissioners ("Board") of the Housing and Redevelopment Authority in and for the County of Crow Wing ("Authority") as follows:

Section 1. Recitals.

1.01. The Authority is a housing and redevelopment authority governed by Minnesota Statutes, Sections 469.001 to 469.047 ("HRA Act"), and has determined to carry out redevelopment activities within Crow Wing County (the "County") pursuant to the HRA Act.

1.02. The Authority and Cuyuna Range Economic Development, Inc. ("CREDI") have proposed to enter into an Agreement for Professional Services (the "Agreement"), setting forth the scope and terms of various economic development and redevelopment activities to be performed by CREDI on behalf of the Authority.

1.03. The Board has reviewed the Agreement and found that the execution thereof and performance of the Authority's obligations thereunder are in the public interest and will further the objectives of its general plan of economic development and redevelopment, because it will further the above-stated redevelopment goals of the County.

Section 2. Authority Approval; Further Proceedings.

2.01. The Agreement as presented to the Board, including the terms of payment by the Authority for the Services described therein, is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the Chair and Executive Director, provided that execution of the documents by such officials shall be conclusive evidence of approval.

2.02. The Chair and Executive Director are hereby authorized to execute on behalf of the Authority the Agreement and any documents referenced therein requiring execution by the Authority, and to carry out, on behalf of the Authority, its obligations thereunder.

2.03. Authority staff are authorized and directed to take all actions to implement the Agreement.

Approved by the Board of Commissioners of the Housing and Redevelopment Authority in and for the County of Crow Wing this 9th day of March, 2021.

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Chair

ATTEST:

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Executive Director



## Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: March 9, 2021  
Re: Executive Director Report

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### **Tax Forfeited Property Update**

Lakes Area Habitat for Humanity (LAHFH) recently updated us on the progress on two of the tax forfeited lots that they acquired—one in Brainerd (previously sold to Gallilee Ministries and assumed by LAHFH) and one lot in Crosby.

The lot in Brainerd has had a permit pulled and they have a partner family identified. This property is on Pine Street and was originally purchased by Gallilee Ministries. Gallilee Ministries ended up gifting the lot to LAHFH with our approval, as they were not able to move their program forward. The good news throughout this process is that LAHFH will be building on this site this year!

LAHFH also had purchased a tax forfeited lot in Crosby. This home has been built and is substantially complete. The house dedication and closing is expected later in March. The owner of the lot next to the build site donated a piece of property adjacent to the lots that LAHFH acquired and with that donation LAHFH was able to split the tax forfeited lots into two buildings sites! They are planning on building a second home in the future at this site. This is a great example of a community partnership along with cooperation from the private sector to get not only one home built on a vacant and tax forfeited lot, but to double that impact with two homes on the property into the future.

Two great success stories for our tax forfeited property policy.

### **Development Project Updates**

We continue to assist the developer that is interested in the multi-family project in Downtown Brainerd. They have received their market study back and are meeting with their architect on site design and layout. We are continuing to compile information for a grant application that will hopefully be submitted in August to help with demolition and infrastructure costs.

John had received interest from a developer on purchasing some tax forfeited lots in Baxter. Unfortunately, due to the Home Owners Association restrictions on these lots, that developer will not be able to move forward with the housing structures that they had wanted to build on those sites. We are continuing to chat with them to try and offer additional site options if they are interested.

John recently met with a landowner in Brainerd regarding development opportunities on land in North Brainerd, potentially with an eye towards a multi-family housing development. The land owner and architect are interested looking for potential partners or a developer for this project. I am going to schedule a meeting with the land owner and the City to help to move the process forward.

**Action Requested: No action needed, for informational purposes only**



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## Housing & Redevelopment Authority

To: CWC HRA Board Members  
 From: John Schommer, Rehab Coordinator  
 Date: March 2, 2021  
 Re: Rehab Programs Report

### **NE Brainerd SCDP**

Address	Owner	Type of Rehab	Units	Status
707 Laurel St.	Knotty Pine Bakery	Commercial	1	Complete
707 Laurel St.	Sarah H.S.	Mixed-use	9	Substantially Complete
212 1 <sup>st</sup> Ave. NE	Andrea B.	Owner-occupied	1	Complete
612 2 <sup>nd</sup> Ave. NE	Kelly R.	Owner-occupied	1	Complete
201 & 203 B St.	Travis B.	Rental	2	In Construction
726 4 <sup>th</sup> Ave. NE	John G.	Rental	3	Backed Out
215 Gillis Ave. NE	Cheri S.	Owner-occupied	1	In Construction
414 3 <sup>rd</sup> Ave. NE	Select Rental Properties	Rental	1	In Construction
206 Gillis Ave. NE	Herbert & Robin J.	Owner-occupied	1	In Construction
721 2 <sup>nd</sup> Ave. NE	Darin K.	Owner-occupied	1	In Construction
315 4 <sup>th</sup> Ave. NE	Wayne A.	Rental	3	Application Phase

### **Emily SCDP**

- » 7 owner-occupied projects are complete
- » 1 project is in construction

### **MHFA**

- » 1 project is in construction
- » 1 project is in the inspection phase
- » 1 application is in process

### **Brainerd Oaks/Serene Pines/Dalmar Estates**

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	47	44	3	8
Serene Pines	23	14	12	1	3
Dalmar Estates	7	1	1	0	0

\*Originally 83 lots, two have been merged/combined into a single parcel.

### **Garrison and Jenkins SCDP Applications**

The SCDP applications for Garrison and Jenkins will be submitted this week and are due on Friday, March 12<sup>th</sup>. Each application contained five units of owner-occupied rehab and two units of commercial rehab. We should find out if they get funded in May or June.



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## 2021 CWC HRA - BLAEDC/CREDI Staff Time - February



Date Range: 2/1/2021 - 2/28/2021

Project Group	Project	Date	Comment	Hours	Billing Amount
Crow Wing County HRA					
	CWC HRA - Redev	Redevelopment Projects			
	2/1/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	3.00	\$450.00
	2/2/2021		email and phone calls w/grant applicants and staff working w/cwc economic assistance grant program as well as working w/cwc staff to obtain necessary documentation for grant approval	2.00	\$300.00
	2/3/2021		Crosslake EDA meeting, discussions around available property for redevelopment and housing options in the city. River to Rail meeting w/Brainerd leaders to discuss projects and opportunities in	5.00	\$750.00
	2/4/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	3.00	\$450.00
	2/4/2021		Housing discussion via zoom w/property located on the CLC campus and how to position that property for students or the general public. Assistance to CWC relief grant applicants.	2.50	\$375.00
	2/8/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	2.00	\$300.00
	2/9/2021		phone call w/EC, ED of HRA discussing reports and contracts. Attendance and participation in the CWC HRA board meeting	3.00	\$450.00
	2/10/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	1.50	\$225.00
	2/11/2021		Meeting w/county staff and county administrator regarding updates on grant work along w/ideas for next round of funding. Meeting included county commissioners to determine best use for funds.	2.50	\$375.00
	2/11/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	2.00	\$300.00
	2/12/2021		BLAEDC Board of Directors meeting where elected officials and staff provide updates to all in attendance regarding projects and activity in Crow Wing County. Staff involved to report on projects	3.00	\$450.00
	2/12/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	2.00	\$300.00
	2/15/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	2.00	\$300.00
	2/16/2021		Pequot Lakes EDC meeting. Provided reports to board and identified housing and building needs for community as EDC board has established a committee to address housing and business	3.50	\$525.00
	2/16/2021		email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants	2.00	\$300.00
	2/17/2021		Meeting w/Cuyuna chamber director and Crosby city admin to discuss downtown projects and assistance that can be provided by BLAEDC and city to assist redevelopment projects	2.50	\$375.00
	2/18/2021		Meetings w/Brainerd city officials regarding River to Rail incentive program and best uses for potential redevelopment projects in that corridor of Brainerd.	3.00	\$450.00



2/18/2021	email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants and transfer information over to county officials	2.50	\$375.00	
2/19/2021	Zoom meeting w/local developer and potential property owner in Nisswa regarding financing assistance and programs available to assist in redevelopment project completion.	1.50	\$225.00	
2/22/2021	email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants, prepare final documentation for county to use while	2.50	\$375.00	
2/23/2021	email and phone communication with potential buyer of Deerwood property, to provide information regarding funding for redevelopment.	1.50	\$225.00	
2/23/2021	CWC Board meeting to ratify final grant list and provide reports and input to final decision. Additional meeting w/staff and chamber staff regarding housing study and how to work with and share the study	4.00	\$600.00	
2/24/2021	virtual meeting w/potential owner of property in Deerwood to discuss funding options and redevelopment of building. Provided application and guidance to funding for project	1.50	\$225.00	
2/25/2021	email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants, which includes multiple staff to obtain information	2.50	\$375.00	
2/26/2021	email and phone correspondence with CWC grant applicants and staff assisting applicants with appropriate information gathering to provide grants, which includes multiple staff to obtain information	2.00	\$300.00	
<hr/>		CWC HRA - Redev Redevelopment Projects Total:	62.50	\$9,375.00
<hr/>		Crow Wing County HRA Total:	62.50	\$9,375.00
<hr/>		Grand Total	62.50	\$9,375.00

"All funds provided to BLADC & CREDI are expended pursuant to the provisions of Minnesota Statutes, Sections 469.001 to 469.047"

Tyler Glynn, BLAEDC/CREDI Representative

