



Housing & Redevelopment Authority

**Board Meeting Agenda**  
**5:00pm Tuesday December 14<sup>th</sup>, 2021**  
**Crow Wing County Land Services Building, Pine/Maple Meeting Room**  
**322 Laurel St. Brainerd, MN 56401**  
**Commissioner Craig Nathan attending via WebEx at 8986 Sugarberry Creek,**  
**Brainerd, MN 56401**

Join from browser:

<https://brainerdhra.my.webex.com/brainerdhra.my/j.php?MTID=m84c836d717bede4a02a925079bbe9e1e>

Join by phone: 415-655-0001

Meeting number (access code): 2558 338 2326

Meeting password: UXkdownqJ665

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

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. REVIEW AND APPROVE MINUTES** *(Attachment 1)*

**4. REVIEW AND ACCEPT FINANCIAL STATEMENTS** *(Attachment 2)*

CWC HRA Combined Balance Sheet November 2021 *(Attachment 2a)*

CWC HRA Combined Operating Statement November 2021 *(Attachment 2b)*

CWC HRA November 2021 Payments *(Attachment 2c)*

**5. UNFINISHED BUSINESS**

**6. NEW BUSINESS:**

- a.** Review & Discuss Fund Balance *(Attachment 3)*
- b.** Shared Services Agreement Memo CWC/HRA & BLAEDC/CREDI *(Attachment 4)*
  - 2022 Shared Service Agreement Draft CWC/HRA & BLAEDC *(Attachment 4a)*
  - 2022 Draft Resolution No 2021-07 CWC/HRA/BLAEDC *(Attachment 4b)*
  - 2022 Shared Service Agreement Draft CWC/HRA & CREDI *(Attachment 4c)*
  - 2022 Draft Resolution No 2021-08 CWC/HRA/CREDI *(Attachment 4d)*
- c.** Authorize Participation in the Minnesota City Participation Program (MCP) *(Attachment 5)*
  - 2021 MCP Usage Report 1.16.2021 - 11.30.2021 *(Attachment 5a)*
  - MN 2022 MN City Participation Program Application *(Attachment 5b)*
  - MHFAMC Participation Program Application Commitment Agreement *(Attachment 5c)*

**7. REPORTS/UPDATES:**

- a. Executive Director (*Attachment 6*)  
*Warming Shelter Flier (Attachment 6a)*
- b. Housing Trust Fund (*Attachment 7*)
- c. Brainerd HRA/Rehab Programs (*Attachment 8*)
- d. BLAEDC/CREDI (*Attachment 9*)
- e. CWC

**8. HRA Commissioner Comments**

**9. NEXT MEETING:** Tuesday January 11<sup>th</sup>, 2022

**10. ADJOURNMENT**



Housing &amp; Redevelopment Authority

## Crow Wing County HRA BOARD MEETING MINUTES (Draft)

November 9th, 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 at the Crow Wing County Land Services Building, Pine/Maple Meeting Room and via Webex video/teleconference at 5:00 p.m., Tuesday, October 12th, 2021.

1. **CALL TO ORDER:** Chair Michael Aulie called the meeting to order at 5:00 p.m.
  
2. **ROLL CALL:** Present: Commissioners Craig Nathan (via webex), Richard (George) Burton, Michael Aulie, Zach Tabatt and Michael Morford  
 Others present: Executive Director Eric Charpentier, Finance Director Karen Young, Rehab Coordinator John Schommer, Rehab Administrative Specialist Kristin Miller, and BLAEDC Executive Director Tyler Glynn.
  
3. **REVIEW AND APPROVE MINUTES:**  

**Moved and seconded by Commissioners Burton and Tabatt to approve the minutes from the October 12th, 2021, board meeting. Through a roll call vote, all commissioners were in favor, and none were opposed. The minutes were approved.**
  
4. **REVIEW and ACCEPT FINANCIAL STATEMENTS:**  

Reflected in the October financial statements is the receipt of \$15,602.84 in SCDP Local Income from Crow Wing County. The balance in this account is currently \$83,884.51. The Board allocated \$10,000 to the City of Garrison and \$10,000 to the City of Jenkins as leverage dollars for their SCDP applications.

**Commissioner Tabatt moved to approve the October financial statements as submitted, followed by a second from Commissioner Burton. Upon roll call, all commissioners voted in favor of the motion, and none were opposed. The motion carried.**
  
5. **UNFINISHED BUSINESS:** Nothing to report at this time.

## 6. NEW BUSINESS:

### a. **Authorize and adopt the updated shared services agreement between the Crow Wing County HRA and the Brainerd HRA:**

In 2012 the Crow Wing County HRA entered into a shared services agreement with the Brainerd HRA to implement and conduct the day to day business of the agency. This shared services contract continues to renew on a yearly basis unless there are updates to that agreement. In reviewing that original agreement that was executed, it seemed as though updates to the agreement are needed to reflect the updated contract amount as well as the scope of services and initiatives that the Brainerd HRA has been working on for the Crow Wing County HRA.

I have attached a draft of the updated services agreement that reflects the current compensation amount as well as an updated list of initiatives that we continue to work on and implement. This is the same compensation that the agencies agreed to for 2021 as well as what was budgeted for in 2022. We wanted to make sure that the agreement was as up to date as possible.

We will continue to update the agreement when there are changes to the scope of work or compensation and make sure to get this to the board for approval in those instances.

**Commissioner Nathan moved to Authorize and adopt the updated shared services agreement between the Crow Wing County HRA and the Brainerd HRA. Commissioner Burton seconded the motion. Upon roll call, all commissioners voted in favor of the motion, and none were opposed. The motion carried.**

## 7. REPORTS:

### a. **Executive Director:**

#### Developer Meetings

I sat in on an initial meeting with a developer and the City of Brainerd to talk about a potential 60-70 unit multi-family apartment project. This developer used our housing study as well as his familiarity with the region in looking for a new housing project. While the developer has looked at one location, he has asked that the City and HRA assist him in getting in touch with other potential landowners that might fit what they are looking for. We will be following up in early December to keep this process moving.

#### Homeless Warming Shelter

There continues to be progress with a homeless warming shelter in Brainerd. The HRA has been part of a larger group to make this a reality in the County as there are currently no local options for local homeless individuals. Throughout the pandemic Crow Wing County did house a number of individuals in short term housing which

helped show the need for a shelter in the area. Bridges of Hope has been the leader of this group and are hopeful that this service will be available to Crow Wing County residents as early as December.

**b. Housing Trust Fund:**

We are happy to announce that John has been out on an initial inspection for what could be our first HTF owner occupied rehab project. This potential borrower is located in Brainerd and is in need of a new roof on their home and garage. John will be working on a scope of work and we will be moving through the process with the potential to have this first loan closed in December.

On October 28th John and I met with our partners with Minnesota Housing Partnership for a workshop day in our office. We did some process planning for our programs, discussed what our performance metrics may look like for our program and worked through a mind mapping exercise to go through some of our development opportunities that are present in the County, for our development program.

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

Emily SCDD

8 Owner occupied projects complete

1 Project is in the write up phase

MHFA

3 Projects are in construction

1 Project is in the contract phase

1 Project is bidding

1 Project is in the application phase

FHLB AHP

We submitted additional information Federal Home Loan Bank of Des Moines requested regarding the application and, provided they don't need any additional information, will find out in December if the application is funded.

Brainerd Oaks/Serene Pines/Dalmar Estates

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	59	47	0	7
Serene Pines	23	16	14	0	2
Dalmar Estates	7	3	1	0	1

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

**d. BLAEDC/CREDI:**

Glynn shared the staff time billing reports for October 2021 with the board. He reports that there are many development meetings happening within many of the small cities in the area. BLAEDC has advertisements on the radio promoting the grants available for childcare facilities.

**e. CWC:**

Charpentier reported for Erickson that they are still looking at ARPA funding and how to utilize this most effectively in the community (Daycare, Infrastructure, Broadband, Internal County Projects).

The snowplows are ready for the possible first snow fall coming our way this Thursday.

There are 21 County Road Construction jobs set forth in 2022 these are currently out for bid.

The County is looking at possibly housing a license exam station in Brainerd on the county campus.

Respite Care providers are being requested 1-2 days per month. To provide short-term relief for families in our community for children infant through 17 years of age. If interested, please contact community services at (218)824-1020.

**8. HRA Commissioner Comments:** Nothing to report at this time.

**9. NEXT MEETING:** Tuesday, December 14th, 2021

**10. ADJOURNMENT:**

**Commissioner Tabatt made a motion to adjourn the meeting. Commissioner Burton seconded the motion. Upon a roll call, all commissioners voted in favor of the motion, and none were opposed. The motion was approved, and meeting was adjourned at 6:02 p.m.**



Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Karen Young, Finance Director  
Date: December 2, 2021  
Re: Review and Accept Financial Statements

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Please find attached the financial information for November 2021.

**Level Contracting Closing**

Reflected in the November financial statements is the closing that took place for the purchase of the five lots – four lots in Brainerd Oaks and one lot in DalMar Estates for a total of \$33,159.76 as approved at the October meeting. Of this, \$11,500 went to the City for SAC/WAC/Park Fees, \$19,635.45 went to the City in lieu of assessments, and \$487.50 were for closing costs. We were reimbursed for direct costs of \$1,536.81. With this closing, 69% of the total lots have been purchased by the developer.

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

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Date/Time joe  
12/6/2021

12:16:02 PM

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

	<b>Cumulative</b>
<b>ASSETS</b>	
550-000-1129.210 Cash Gen Fund	155,620.89
550-001-1129.210 Cash CWC SCDP	83,884.51
551-002-1129.210 Cash RLF TIF	383,421.33
556-000-1129.210 Cash Development Fund	1,442.26
557-000-1129.210 Cash Tax Forf Property	-4,946.27
558-000-1129.210 Cash HTF	689,029.92
551-002-1141.000 Loans Rec RLF TIF	38,084.55
556-000-1450.000 Land Held for Resale	322,072.05
<b>TOTAL ASSETS</b>	<b><u>1,668,609.24</u></b>
<b>LIABILITIES</b>	
550-000-2112.000 A/P Other	-225.00
556-000-2600.000 Def Inflow of Res - Dev	-322,072.05
<b>TOTAL LIABILITIES</b>	<b><u>-322,297.05</u></b>
<b>SURPLUS</b>	
550-000-2700-000 Net Income	-234,757.81
550-000-2806.000 Retained Earnings	-1,111,554.38
<b>TOTAL SURPLUS</b>	<b><u>-1,346,312.19</u></b>
<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b><u>-1,668,609.24</u></b>
Proof	0.00

Date: 12/6/2021  
Time: 12:16:25 PM  
joe

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

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	Current Period	Current Year	Year To Date Budget	Variance
<b>INCOME</b>				
550-000-3610.000 Investment Earnings	-2.78	-42.91	-458.37	415.46
550-000-3690.000 Other Revenue	-68.00	-18,236.35	-24,750.00	6,513.65
550-000-3691.000 Property Tax Revenue	-1,469.47	-425,022.06	-438,000.00	12,977.94
551-002-3610.000 RLF TIF Interest Rev	-201.69	-2,524.78	-4,180.00	1,655.22
556-000-3696.000 Development Revenue	-33,159.76	-120,240.53	-175,266.63	55,026.10
557-000-3696.000 TFP Revenue	0.00	-500.00	-9,166.63	8,666.63
<b>TOTAL INCOME</b>	<b>-34,901.70</b>	<b>-566,566.63</b>	<b>-651,821.63</b>	<b>85,255.00</b>
<b>EXPENSE</b>				
550-000-4110.000 Administrative Salaries	300.00	2,850.00	4,125.00	-1,275.00
550-000-4130.000 Legal	0.00	3,846.20	9,166.63	-5,320.43
550-000-4140.000 Staff Training	0.00	2,565.00	4,858.37	-2,293.37
550-000-4150.000 Travel	29.12	80.42	229.13	-148.71
550-000-4171.000 Auditing Fees	0.00	6,930.00	7,000.00	-70.00
550-000-4172.000 Management Fees	12,500.00	137,500.00	137,500.00	0.00
550-000-4190.000 Other Administrative	0.00	0.00	183.37	-183.37
550-000-4500.000 TIF Expense	0.00	88.40	550.00	-461.60
550-000-4510.000 Insurance	0.00	2,530.00	2,100.00	430.00
550-000-4540.000 Employer FICA	22.94	218.03	320.87	-102.84
550-000-4590.000 Other General Expense	35.00	56,402.50	126,500.00	-70,097.50
550-001-4600.000 CWC SCDP Expense	0.00	0.00	24,750.00	-24,750.00
556-000-4600.000 Development Expense	31,630.79	118,798.27	175,266.63	-56,468.36
557-000-4600.000 TFP Expense	0.00	0.00	9,166.63	-9,166.63
<b>TOTAL EXPENSE</b>	<b>44,517.85</b>	<b>331,808.82</b>	<b>501,716.63</b>	<b>-169,907.81</b>
<b>NET INCOME(-) OR LOSS</b>	<b>9,616.15</b>	<b>-234,757.81</b>	<b>-150,105.00</b>	<b>-84,652.81</b>

**Crow Wing County HRA  
November 2021 Payments**

*Attachment 2c*

Payment Number	Payment Date	Vendor	Description	Check Amount
854	11/5/2021	John Schommer	Mileage	\$36.96
24246	11/4/2021	Crow Wing Cty Recorder's Office	Certified Copies Affidavit Serene Pines Tax Forfeited Lot	\$35.00
<b>Total</b>				<b>\$ 71.96</b>

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Housing & Redevelopment Authority

To: CWC HRA Board Members  
 From: Karen Young, Finance Director  
 Date: December 6, 2021  
 Re: Review and Discuss Fund Balance

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The Fund Balance Policy sets the recommended unassigned fund balance to be maintained at 8 to 12 months of General Fund operating expenses for the year. The following classifications are established for governmental funds and define the constraints placed on the current fund balance.

1. **Nonspendable** - fund balance not expected to be converted to cash such as inventory or prepaid expenses.
2. **Restricted** - fund balance with constraints from an external source such as TIF Revolving Loan Funds and CWC Local Income (SCDP).
3. **Committed** – fund balance constrained for a specific purpose by the HRA board prior to yearend.
4. **Assigned** – fund balance that is intended for a specific purpose by the board or Executive Director/Finance Director. These funds are neither restricted nor committed.
5. **Unassigned** – General Fund balance that is available for any purpose.

It is a GASB 54 requirement that any Board commitments be established prior to yearend with an amount to be set after yearend when the calculation can be finalized. As we discussed at our August board meeting, the fund balance is below the recommended minimum of 8 months set by policy. As a result, it is not recommended that the Board take action to commit funds at this time.

**Action Requested: No commitment of funds is recommended for 2021 yearend.**

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Housing & Redevelopment Authority

To: CWC HRA Board Members

From: Eric Charpentier, Executive Director

Date: December 7<sup>th</sup>, 2021

Re: Approval of BLADC and CREDI Agreements for Professional Services

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The 2022 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.

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. 2021-07 and 2021-08, 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 14th of December, 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, 2022 and terminating December 31, 2022.
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, 2022 pursuant to the submission of the first six months of reporting. The second payment due and payable on or after December 31, 2022 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 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. 2021-07

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 14th day of December, 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 14th of December 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, 2022 and terminating December 31, 2022.
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, 2022 pursuant to the submission of the 1<sup>st</sup> six months of reporting. The second payment due and payable on or after December 31, 2022 pursuant to the submission of the 2<sup>nd</sup> 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. 2021-08

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 14th day of December, 2021.

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Chair

ATTEST:

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Executive Director



Housing &amp; Redevelopment Authority

To: CWC HRA Board Members  
 From: Eric Charpentier, Executive Director  
 Date: December 7<sup>th</sup>, 2021  
 Re: Authorize Participation in the Minnesota City Participation Program

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Minnesota Housing sells mortgage revenue bonds on behalf of cities to meet locally identified housing needs. The proceeds of these bonds provide below-market interest rate home mortgage loans for low-and moderate-income first-time homebuyers. The Minnesota City Participation Program (MCPP) provides cities throughout the state with a unique opportunity to easily access housing resources to meet the needs of their citizens.

Funds are available to local participating lenders to offer low interest loans to eligible home buyers. The funds are initially available to the specific community. For 2020, \$943,306.19 was allocated for Crow Wing County and as of 10/31/21, November, \$3,955,034.00 in loans have been committed (see Attachment ). This equates to a usage rate of 419%, which is excellent. (There is a minimum usage requirement of 50% of the allocation in order to participate the following year.) After a period of time, the funds are put into a state-wide pool.

In order to participate in the MCPP, we need to submit the application by Wednesday, January 15th (see Attachment ).

This program provides another mortgage option for potential home buyers in Crow Wing County.

**Action Requested: Authorize Executive Director to submit the 2022 Minnesota Cities Participation Program application to Minnesota Housing.**

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For Informational Purposes Only

2021 MCPP Usage Report 1.16.2021 - 11.30.2021 (Applies to Start Up Program Loans Only)																		
Applicant Name	Allocation Amount	Committed Loans	Committed Amount	*Usage Test	% of Usage	** Additional Start Up Loans			Step Up Loans			Total Loan Activity			Downpayment and Closing Cost Loans			
						Committed Loans	Committed Amount		Committed Loans	Committed Amount		Committed Loans	Committed Amount		% of First Mortgage Loans	Total Amount of Downpayment Loans		
Albert Lea/Freeborn Co.	\$ 438,804.87	15	\$1,757,138.00	MET	400%	3	\$ 482,811.00	0	\$ -	18	\$2,239,949.00	100%	\$ 162,000.00					
Alexandria	\$ 204,575.21	3	\$404,556.00	MET	198%	3	\$ 610,166.00	2	\$ 331,824.00	8	\$1,346,546.00	100%	\$ 87,200.00					
Anoka	\$ 5,240,801.87	288	\$69,985,446.00	MET	1335%	92	\$ 24,421,680.00	103	\$ 29,538,697.00	483	\$123,945,823.00	98%	\$ 5,971,475.00					
Becker	\$ 499,226.52	8	\$1,371,319.00	MET	275%	1	\$ 225,834.00	0	\$ -	9	\$1,597,153.00	100%	\$ 98,335.00					
City of Blue Earth	\$ 100,000.00	4	\$473,159.00	MET	473%	1	\$ 241,250.00	0	\$ -	5	\$714,409.00	340%	\$ 38,600.00					
County of Blue Earth	\$ 991,053.89	31	\$5,546,590.00	MET	560%	5	\$ 991,230.00	6	\$ 1,229,054.00	42	\$7,766,874.00	7%	\$ 449,472.00					
Bluff Country HRA	\$ 573,521.61	9	\$1,069,180.00	MET	186%	5	\$ 888,283.00	3	\$ 554,975.00	17	\$2,512,438.00	241%	\$ 179,900.00					
Breckenridge	\$ 100,000.00	1	\$104,104.00	MET	104%	1	\$ 210,460.00	1	\$ 210,221.00	3	\$524,785.00	100%	\$ 29,800.00					
Carver	\$ 1,548,895.63	29	\$6,554,398.00	MET	423%	5	\$ 1,131,326.00	8	\$ 2,533,474.00	42	\$10,219,198.00	131%	\$ 514,333.00					
Chippewa	\$ 171,365.70	2	\$140,340.00	MET	82%	1	\$ 139,041.00	0	\$ -	3	\$279,381.00	167%	\$ 29,000.00					
Chisago	\$ 818,141.88	35	\$8,623,487.00	MET	1054%	11	\$ 3,050,863.00	9	\$ 2,494,907.00	55	\$14,169,257.00	124%	\$ 708,400.00					
Clay County/Moorhead	\$ 933,435.82	43	\$8,074,314.00	MET	865%	19	\$ 4,086,263.00	6	\$ 1,518,872.00	68	\$13,679,449.00	18%	\$ 722,570.00					
Cloquet	\$ 178,822.67	7	\$1,098,271.00	MET	614%	2	\$ 211,800.00	3	\$ 548,511.00	12	\$1,858,582.00	333%	\$ 125,300.00					
Crow Wing	\$ 943,306.19	23	\$3,955,034.00	MET	419%	4	\$ 801,332.00	6	\$ 1,271,419.00	33	\$6,027,785.00	94%	\$ 349,600.00					
Grant	\$ 100,000.00	2	\$288,595.00	MET	289%	0	\$ -	0	\$ -	2	\$288,595.00	100%	\$ 16,600.00					
Headwaters Regional Dev. Commission	\$ 1,254,576.71	6	\$733,152.00	MET	58%	4	\$ 715,543.00	3	\$ 643,996.00	13	\$2,092,691.00	77%	\$ 120,725.00					
Hennepin	\$ 12,198,440.08	461	\$109,591,637.00	MET	898%	123	\$ 32,301,371.00	150	\$ 43,067,944.00	734	\$184,960,952.00	98%	\$ 9,112,525.00					
Isanti	\$ 586,238.91	44	\$10,145,061.00	MET	1731%	15	\$ 3,843,343.00	18	\$ 4,798,663.00	77	\$18,787,067.00	97%	\$ 944,255.00					
Kandiyohi	\$ 624,202.96	18	\$2,484,169.00	MET	398%	3	\$ 419,442.00	2	\$ 357,700.00	23	\$3,261,311.00	74%	\$ 179,700.00					
McLeod	\$ 519,718.73	17	\$3,449,646.00	MET	664%	4	\$ 763,491.00	5	\$ 1,229,120.00	26	\$5,442,257.00	100%	\$ 306,900.00					
Mower	\$ 579,851.36	82	\$10,849,835.00	MET	1871%	10	\$ 1,482,302.00	3	\$ 459,295.00	95	\$12,791,432.00	100%	\$ 984,550.00					
New Ulm	\$ 195,991.03	6	\$871,366.00	MET	445%	0	\$ -	2	\$ 332,898.00	8	\$1,204,264.00	100%	\$ 89,000.00					
North Mankato	\$ 203,968.25	4	\$632,368.00	MET	310%	2	\$ 467,910.00	1	\$ 171,950.00	7	\$1,272,228.00	100%	\$ 70,020.00					
NW MN Multi-Co. HRA	\$ 1,230,673.95	10	\$1,374,686.00	MET	112%	5	\$ 713,567.00	5	\$ 822,232.00	20	\$2,910,485.00	100%	\$ 185,834.00					
Oakdale	\$ 403,629.96	32	\$6,819,281.00	MET	1689%	7	\$ 1,666,262.00	10	\$ 3,525,613.00	49	\$12,011,156.00	100%	\$ 625,456.00					
Olmsted	\$ 2,318,466.08	110	\$23,125,230.00	MET	997%	34	\$ 7,516,869.00	29	\$ 7,188,659.00	173	\$37,830,758.00	97%	\$ 1,974,930.00					
Other Tail	\$ 848,793.48	14	\$1,743,761.00	MET	205%	2	\$ 324,702.00	1	\$ 288,674.00	17	\$2,357,137.00	100%	\$ 166,211.00					
Owatonna/Steele County	\$ 536,323.48	27	\$4,631,331.00	MET	864%	9	\$ 1,489,880.00	10	\$ 2,371,949.00	46	\$8,493,160.00	100%	\$ 518,575.00					
Ramsey	\$ 3,501,927.03	118	\$26,782,898.00	MET	765%	32	\$ 8,072,794.00	28	\$ 7,517,141.00	178	\$42,372,833.00	97%	\$ 2,180,075.00					
Red Wing	\$ 237,625.76	21	\$3,704,917.00	MET	1559%	2	\$ 297,785.00	5	\$ 1,103,407.00	28	\$5,106,109.00	100%	\$ 303,950.00					
Rice	\$ 966,125.08	32	\$6,123,539.00	MET	634%	9	\$ 1,922,189.00	8	\$ 2,150,104.00	49	\$10,195,832.00	100%	\$ 587,495.00					
Sartell	\$ 276,124.51	9	\$1,829,889.00	MET	663%	2	\$ 492,500.00	8	\$ 1,950,400.00	19	\$4,272,789.00	763%	\$ 239,050.00					
Scott	\$ 2,145,438.45	63	\$15,502,912.00	MET	723%	20	\$ 5,380,885.00	23	\$ 7,225,347.00	106	\$28,109,144.00	18%	\$ 1,287,230.00					
SE MN Multi-Co. HRA	\$ 1,086,722.72	31	\$5,360,797.00	MET	493%	5	\$ 1,192,269.00	4	\$ 904,294.00	40	\$7,457,360.00	258%	\$ 439,228.00					
Sherburne	\$ 1,301,356.16	59	\$13,861,360.00	MET	1065%	21	\$ 5,607,573.00	42	\$ 11,931,030.00	122	\$31,399,963.00	33%	\$ 1,600,645.00					
St Cloud	\$ 990,273.51	106	\$17,783,629.00	MET	1796%	10	\$ 1,708,592.00	22	\$ 4,701,410.00	138	\$24,193,631.00	88%	\$ 1,553,823.00					
St Joseph	\$ 106,102.80	5	\$1,059,329.00	MET	998%	1	\$ 252,200.00	4	\$ 1,045,638.00	10	\$2,357,167.00	1360%	\$ 131,000.00					
St Louis	\$ 2,885,397.80	110	\$13,515,829.00	MET	468%	13	\$ 2,234,468.00	30	\$ 4,506,504.00	153	\$20,256,801.00	0%	\$ 1,461,413.00					
Stevens	\$ 141,133.20	5	\$655,340.00	MET	464%	1	\$ 106,700.00	1	\$ 127,070.00	7	\$889,110.00	86%	\$ 52,400.00					
SW Regional Dev. Commission	\$ 1,679,985.05	39	\$4,336,252.00	MET	258%	6	\$ 1,040,080.00	10	\$ 1,480,292.00	55	\$6,856,624.00	100%	\$ 533,016.00					
Swift	\$ 135,367.05	3	\$337,853.00	MET	250%	0	\$ -	0	\$ -	3	\$337,853.00	67%	\$ 20,800.00					
Washington	\$ 3,393,468.64	101	\$24,141,303.00	MET	711%	32	\$ 8,287,060.00	42	\$ 12,572,900.00	175	\$45,001,263.00	97%	\$ 2,244,518.00					
Winona	\$ 393,831.85	23	\$3,367,440.00	MET	855%	5	\$ 642,903.00	4	\$ 754,484.00	32	\$4,764,827.00	97%	\$ 321,500.00					
Wright	\$ 2,001,978.57	70	\$17,140,108.00	MET	856%	25	\$ 5,963,744.00	44	\$ 12,405,807.00	139	\$35,509,659.00	99%	\$ 1,845,274.00					
Totals	\$55,585,685.00	2,126	\$441,400,849.00		794%	555	\$ 132,398,763.00	661	\$ 175,866,475.00	3,342	\$ 749,666,087.00	99%	\$ 39,562,683.00					

\*Participants must use at least 50% of their allocation by the end of the program year in order to participate next year.

\*\*Not MCPP Eligible. Borrower income is above 80% of Area Median Income.

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# Minnesota Housing 2022 Minnesota City Participation Program (MCP) Application

**Minnesota Housing must receive your application by email between January 3-15, 2022 at 5:00 p.m.**

Please provide all the information below.

## Agency Contact Information

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Website: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## Administrative Information

- Check agency type: ☐ City ☐ City HRA/CDA/EDA ☐ County HRA/CDA/EDA ☐ Port Authority  
☐ Multi-County HRA: Receive single allocation for all counties within your jurisdiction  
☐ Consortium of local government units applying jointly by agreement (please submit evidence of agreement with this application, even if you provided one in previous years).
- List the legal name(s) of all cities and counties where the funds will be utilized. For county and multicounty applications, only list the counties.  
\_\_\_\_\_
- Check the box below to confirm this statement:  
☐ MCPP helps the community meet an identified housing need and the program is economically viable.
- Does your City (or County) offer a down payment program or other homeownership assistance?  
☐ Yes ☐ No  
If yes, list program names (For informational purposes only; does not impact your application status):  
\_\_\_\_\_

## Signature

Provide authorized signature(s) from the organization submitting this application, including printed or typewritten name, title and phone number. Scan original and email application to [mn.housing@state.mn.us](mailto:mn.housing@state.mn.us) (Original not needed).

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_ Title \_\_\_\_\_

Phone number or check here if same as above. ☐ E-mail or check here if same as above. ☐

## Program and Contact Information

Minnesota Statute sets Borrower Income Limits and House Purchase Price Limits. Minnesota Housing makes final determinations of the total amount of program funds available and individual allotments (in compliance with a per capita distribution method specified in statute).

Questions about MCP or this application? Contact Greg Krenz at (651)297-3623 or [greg.krenz@state.mn.us](mailto:greg.krenz@state.mn.us)

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## MINNESOTA HOUSING FINANCE AGENCY MINNESOTA CITY PARTICIPATION PROGRAM

### PROGRAM APPLICATION COMMITMENT AGREEMENT

**THIS APPLICATION AND AGREEMENT** (this “Agreement”) is between Crow Wing County Housing & Redevelopment Authority with its office at 324 East River Road, Brainerd MN 56401 and Minnesota Housing Finance Agency ("Minnesota Housing"), with its office at 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

#### RECITALS:

A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2(a) is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the “Code”), on behalf of the City, and it will issue bonds for that purpose (the “Bonds”).

B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minnesota Statutes §474A.061, Subd. 4(c).

C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use the proceeds from the issuance of the Bonds to fund the Program.

D. The City has requested and received a set-aside of funds from the Program.

E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing’s designated Master Servicer (the “Master Servicer”) to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender”).

F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.

G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

**NOW, THEREFORE**, in consideration of the covenants contained in this Agreement, Minnesota Housing and the City agree as follows:

1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Start Up Procedural Manual and this Agreement.

2. **Commitment and Commitment Amount.** The City, which applied in January 2022 for a commitment, hereby requests that Minnesota Housing cause its Master Servicer to purchase Mortgages that have been originated by the Lender and meet the requirements of, and are made in accordance with the provisions of, this Agreement, the Program, and the Procedural Manual. Minnesota Housing, by accepting this Agreement, commits to the purchase of those Mortgages in the aggregate principal amount (the "Commitment Amount") to be determined and allocated

by Minnesota Housing in accordance with Minnesota Statutes §474A.061, Subd. 4(d), and provided to the City.

The Master Servicer will only purchase Mortgages pursuant to this Agreement securing property that, and borrowers who, satisfy the requirements and provisions of this Agreement, the Program, and the Procedural Manual. The City acknowledges that the commitment is effective upon the approval thereof by Minnesota Housing and the delivery of a copy of this Agreement by Minnesota Housing to the City.

3. **Lender Qualifications.** Lenders must meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds.

4. **Commitment Term.** The term of this Agreement and the City's participation in the Program (the "Commitment Term") will commence on January 16, 2022 and shall continue through November 30, 2022. This Agreement, and the City's participation in the Program, will automatically terminate, without the need for any action by either party hereto, at the end of the Commitment Term.

5. **Set-Aside Term.** The Commitment Amount will be set-aside and held by Minnesota Housing for the sole use by the City for a period of time to be established by Minnesota Housing, in its sole option and discretion, provided, however, that time period will not be less than six months (the "Set-Aside Term") commencing on a date to be selected and specified by Minnesota Housing. Minnesota Housing will notify the City in writing of the date on which the Set-Aside Term commences.

Any portion of the Commitment Amount not reserved for the purchase of qualifying Mortgages as of the end of the Set-Aside Term shall be canceled and returned to Minnesota Housing for redistribution under the Program. In addition, any portion of the Commitment Amount reserved for Mortgages that are not delivered to the Master Servicer for purchase within the time period delineated in the Procedural Manual for that purchase, will be canceled and Minnesota Housing will redistribute that amount under the Program. Minnesota Housing may make any funds available to the Program at the end of the Commitment Term for mortgage loans that are eligible to be financed with proceeds of the Bonds.

6. **Commitment Fees.** There is no commitment fee payable by the City for the commitment by Minnesota Housing to the purchase by the Master Servicer of qualifying Mortgages.

7. **Purchase Price.** The purchase price of each Mortgage to be purchased by the Master Servicer pursuant to this Agreement will be as set forth in the requirements of the Procedural Manual and posted on Minnesota Housing's website.

8. **Mortgage Terms.** The terms and conditions for all Mortgages, including but not limited to the interest rate, will be set from time to time by Minnesota Housing, at its sole option and discretion, and communicated to the Lender in accordance with the procedures set forth in the Procedural Manual.

9. **Area Limitation.** Minnesota Housing, pursuant to this Agreement, is required to purchase only those Mortgages that are for residences located within a geographic area to be established and designated by the City.

10. **Servicing.** The servicing of Mortgages shall be the sole responsibility of the Master Servicer or one or more other entities that Minnesota Housing may designate in its sole discretion.

11. **Contract Documents.** The purchase by the Master Servicer of each Mortgage pursuant to Minnesota Housing's commitment is a contract consisting of this Agreement and the provisions and requirements contained in the Procedural Manual, with all amendments and supplements thereto in effect as of the date of Minnesota Housing's acceptance of this Agreement.

12. **Paragraph Captions and Program Headings.** The captions and headings of the paragraphs of this Agreement are for convenience only and will not be used to interpret or define the provisions thereof.

13. **Applicable Law.** This Agreement is made and entered into in the State of Minnesota, and all questions relating to the validity, construction, performance and enforcement hereof will be governed by the laws of the State of Minnesota.

14. **Agreement Conditional Upon Minnesota Housing Approval.** This Agreement will be a binding obligation of Minnesota Housing upon its execution by Minnesota Housing and delivery of a copy of the same to the City; provided, however, Minnesota Housing may, in its sole option and discretion, any time on or after January 16, 2022 revoke such obligation and terminate this Agreement if the City has not fully executed and returned a fully executed original hereof to Minnesota Housing. That revocation and termination will be accomplished and evidenced by Minnesota Housing notifying the City thereof by way of a “Certified Letter - Return Receipt Requested” addressed and delivered to the City. Upon revocation and termination this Agreement will be null and void and of no force or effect.

15. **Issuance of Bonds.** The City hereby authorizes Minnesota Housing to issue, on behalf of the City, qualified mortgage bonds, as that term is used in the Code, in an amount equal to the Commitment Amount, and Minnesota Housing agrees to issue those bonds if and when federal law authorizes and Minnesota Housing deems it is economically feasible to do so.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the City has executed this Agreement this \_\_\_\_\_ day of  
(Day)

\_\_\_\_\_, \_\_\_\_\_  
(Month) (Year)

**CITY: Crow Wing County Housing &  
Redevelopment Authority**

By: \_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Name of Authorized Officer)

**Minnesota Housing APPROVAL**

Minnesota Housing hereby accepts the above Program Application-Commitment Agreement and approves and grants participation in the program.

**MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
Kayla Schuchman

Its: Assistant Commissioner, Single-Family Division

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.



Housing &amp; Redevelopment Authority

To: CWC HRA Board Members  
 From: Eric Charpentier, Executive Director  
 Date: December 8<sup>th</sup>, 2021  
 Re: Executive Director Report

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### **Developer Meeting**

John and I met with a developer that is potentially interested in building a multi-family apartment building on the Eastern side of the County. This individual was referred to us by County Commissioner Houge. This individual is just starting the process, but sees a need for additional housing units in the Crosby/Ironton/Deerwood area. We discussed the tax forfeit property policy with him as well as explained our Housing Trust Fund programs. We are planning on having a follow up meeting with him in December where we will discuss what may be available via tax forfeited properties. This is encouraging as we have not had any other developer interest come to us for units on the Eastern side of the County.

### **Homeless Warming Shelter**

The homeless warming shelter successfully opened on Friday December 3rd. The overnight shelter is located at 1926 South 7<sup>th</sup> Street in Brainerd and is open nightly from 8pm – 8am. The shelter will take guests in nightly from 8pm – 11pm at which time no more guests will be admitted for the evening. The shelter had their first guest on Saturday December 4<sup>th</sup> and that individual was very thankful for the warm, safe place to sleep for the night. The HRA has been part of a larger group to make this a reality in the County as there were no local options for local homeless individuals. Bridges of Hope has been the leader of this group and are hopeful that this service will be overseeing the operations of the shelter for this winter. Many thanks go out to the staff and City Council for the City of Brainerd for moving this process along through an ordinance update and interim use permit approval. Please do tell other business and local civic organizations about the warming shelter so the word can get out in the community. This is a good first step towards helping mitigate the effects of homelessness in the County.

**Action Requested:** No action needed - for informational purposes and review only.

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**NOW OPEN!**

# BRAINERD AREA WARMING SHELTER

**ADULTS - 18+ ONLY**

A warm, safe place to sleep

**Open 8PM-8AM**

Walk Ins accepted from **8-11PM**  
1926 S 7th St, Brainerd

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: December 8<sup>th</sup>, 2021  
Re: Housing Trust Fund Report

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The scope of work was completed for what we hope to be is our first funded project through the trust fund. The borrower now has to agree to the scope before we can put the project out for bid and finalize what the numbers will look like. We will know more once the borrower accepts the scope and we can get the project bids back. The timeline will probably extend out past the end of the year, but we are still optimistic that we will fund this loan. Again, this potential borrower is located in Brainerd and is in need of a new roof on their home.

We will be wrapping up our time with Minnesota Housing Partnership on December 16<sup>th</sup> with a final wrap up meeting. Our time spent with their group was productive and helped fine tune our internal procedures for the Trust Fund. We were able to utilize some of the grant dollars for training for John through the National Development Council (NDC). John is taking one of his classes online the week of December 13<sup>th</sup> – 17<sup>th</sup> for their housing development finance program. The training proved to be a bit elusive through COVID and he was not able to get signed up for all of the classes that MHP was willing to fund for him, but the classes that he was able to take, were productive and worthwhile.

**Action Requested: None requested, informational only.**

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members  
 From: John Schommer, Rehab Coordinator  
 Date: December 6, 2021  
 Re: Rehab Programs Report

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**Emily SCDP**

8 Owner occupied projects are complete  
 1 Project is bidding  
 1 Project is in application review

**MHFA**

3 Projects are in construction  
 1 Project is in the contract phase  
 1 Project is bidding  
 3 Projects are in the application phase

**Housing Trust Fund**

1 Project is in Work Write-up Review  
 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*	59	47	0	10
Serene Pines	23	16	14	0	2
Dalmar Estates	7	3	1	0	1

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

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## 2021 CWC HRA - BLAEDC/CREDI STAFF TIME- November



Date Range: 11/1/2021 -

11/30/2021

Project Group	Project	Date	Comment	Hours	Billing Amount
Crow Wing County HRA					
CWC HRA - Redev Redevelopment Projects					
		11/1/2021	Zoom meetings w/regional representatives and state reps for the EDA regarding the redevelopment of Brainerd building for a new daycare facility. Discussions included the opportunity for grant applications and federal funding to assist project completion	2.00	\$300.00
		11/1/2021	email correspondence and phone conference with Brainerd Y CEO regarding redevelopment and grant opportunities for expansion, purchase and redevelopment of property	1.50	\$225.00
		11/3/2021	Housing meeting w/Baxter city officials and local developer to discuss available land that fits the building desires of the local developer. Attending Ironton city council meeting w/developer to discuss housing and redevelopment of city owned property in Ironton.	6.00	\$900.00
		11/3/2021	teleconference w/developer and city staff regarding purchase and redevelopment of city owned property in Ironton	1.50	\$225.00
		11/4/2021	communication w/Emily city staff, IRR representative and building owner regarding needs to redevelop commercial building in Emily and funding sources that are available through program and CWC grant opportunity	2.00	\$300.00
		11/5/2021	Conference call w/tif expert to determine eligibility of redevelopment project in Deerwood and opportunities that are available for property owner to work with city	2.00	\$300.00
		11/8/2021	Meeting with local Brainerd business regarding expansion and redevelopment of existing property to add space to bring new line of business into current property footprint.	2.50	\$375.00
		11/9/2021	CWC HRA Meeting, staff time to create reports and staff time to present at meeting In person.	3.00	\$450.00
		11/9/2021	email communication w/local sbdc rep and property owners as well as conference call with all parties regarding the redevelopment of Brainerd property for daycare services	2.00	\$300.00
		11/10/2021	email and phone conversations w/state officials and property owner regarding redevelopment and tif needs for Deerwood property.	1.50	\$225.00
		11/11/2021	Meeting w/local business owners regarding owned property. Owners are looking to redevelop property to include a daycare facility. Building is currently a warehouse. Significant upgrades would be needed to renovate property for future use. Reviewed business plan and designs	2.50	\$375.00
		11/12/2021	Meeting w/local and state officials regarding TIF project and redevelopment of existing church in Deerwood. Project would involve significant renovation to redevelop property to a dental practice.	2.50	\$375.00
		11/12/2021	email correspondence w/state officials regarding tif project in Deerwood prior to meeting	1.00	\$150.00
		11/16/2021	Pequot Lakes EDC meeting, staff time to create reports and time for staff to attend and present at meeting. Spent additional time with Mayor and city administrator to review housing options and lay out plans for redevelopment of industrial park	3.50	\$525.00
		11/16/2021	email communication w/credi board president regarding meeting and city building, that is available for redevelopment to expand daycare in the city of Crosby	1.00	\$150.00
		11/17/2021	CREDI Monthly meeting, detailed discussions around new projects and opportunities for continued redevelopment in the city. Property city owns that community is looking to redevelop for daycare facility, Staff time to create reports, minutes and attendance at meeting	4.50	\$675.00
		11/17/2021	conference call w/city staff in Emily regarding apartment complex development and city involvement. meeting was held via zoom with developer	1.50	\$225.00
		11/18/2021	Brainerd Y Development meeting for redevelopment of building in downtown Brainerd, along with funding options for grants and federal EDA assistance. Redevelopment of this property will provide 85 new child care spots. Project is a \$1.4 million redevelopment project	2.50	\$375.00
		11/18/2021	email communications with redevelopment project in Crosby	1.00	\$150.00
		11/19/2021	Meeting w/Crosby property owner to discuss redevelopment of building located next to owner's current business. This purchase and redevelopment would add to the owner's existing business. Owner is looking for funding options as well.	2.00	\$300.00
		11/22/2021	In-person meeting w/Ironton city official and potential property owner to discuss redevelopment of property and financial options for the possible property owner. Time for staff to create land printouts	2.50	\$375.00
		11/22/2021	conference call with state IRR officials regarding Emily building that owner would like to redevelop for child care facility. IRR has funding options for property located in the Iron Range which will assist with redevelopment and demolition of property	1.50	\$225.00
		11/23/2021	Meeting w/developer regarding Emily apartment complex design and concepts. Very initial meeting for developer and blaedc staff	1.00	\$150.00
		11/23/2021	significant staff correspondence with 3 Brainerd individuals regarding possible building sites for redevelopment for daycare facilities, increase in activity is related to CWC grant opportunities	2.50	\$375.00

11/29/2021	meetings w/2 potential child care facility owners regarding open property that is available for lease. Significant redevelopment would need to occur to both properties before facility could be licensed for these types of activities	4.00	\$600.00
11/29/2021	teleconference with Crosslake developer who is looking for assistance with building project that will redevelop existing building for future use.	1.50	\$225.00
11/30/2021	meeting w/hockey association board members regarding existing hockey arena and plans for expansion of building and renovations and possible redevelopment of facility to add additional services to site location and existing building. Association is looking for federal, state and local financing assistance	3.00	\$450.00
11/30/2021	email correspondence with daycare expansion individuals who are seeking assistance to purchase and redevelop property in Crosby	1.00	\$150.00

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CWC HRA - Redev	Redevelopment Projects Total:	63.00	\$9,450.00
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	<b>Crow Wing County HRA Total:</b>	<b>63.00</b>	<b>\$9,450.00</b>
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	<b>Grand Total</b>	<b>63.00</b>	<b>\$9,450.00</b>
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The staff time and details listed above have been reviewed and approved by BLAEDC's Executive Director, Tyler Glynn, upon submittal of this report.

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Tyler Glynn  
BLAEDC Executive Director