



Housing & Redevelopment Authority

Crow Wing County HRA Board Meeting Agenda

5:00pm Tuesday January 10th, 2023

**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=m0b8d4c41bfd301aab9bad91e9d04c7b7>

Join by phone: 415-655-0001

Meeting number (access code): 2552 981 1873

Meeting password: KDpRx5KmC93

"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. Annual Meeting (Attachment 1)

- a.** Oath of Office, Commissioner Burton
- b.** Election of Officers
- c.** Review By-Laws
- d.** 2023 Meeting Schedule

4. REVIEW & APPROVAL OF AGENDA

5. REVIEW & APPROVE MINUTES (Attachment 2)

- a.** Approval of the Tuesday, December 13th, 2022 Meeting Minutes as presented

6. REVIEW & ACCEPT FINANCIAL STATEMENTS (*Attachment 3*)

- a.** CWC HRA Combined Balance Sheet December 2022
- b.** CWC HRA Combined Operating Statement December 2022
- c.** CWC HRA December 2022 Payments

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- a.** Shared Services Agreement Update between CWC HRA and Brainerd HRA (*Attachment 4*)
- b.** Designation of Official Depository (*Attachment 5*)

9. REPORTS/UPDATES:

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

10. COMMISSIONER COMMENTS

11. NEXT MEETING Tuesday February 14th, 2023

12. ADJOURNMENT

CWC HRA Commissioners

Michael Aulie, Chair - District 5 (12-31-26)

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

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

Richard (George) Burton, Commissioner - District 1 (12-31-27)

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



Housing & Redevelopment Authority

To: CWC HRA Board Members
From: Eric Charpentier, Executive Director
Date: January 10, 2023
Re: Annual Meeting

According to the bylaws, the CWC HRA is required to hold its annual meeting at the regular meeting in January. Typically, all new or reappointed members are given the oath of office, the board elects new officers, and bylaws are reviewed.

Oath of Office

At the December 13th, 2022, County board meeting, Richard (George) Burton was reappointed as the District 1 representative on the Crow Wing County Housing and Redevelopment Authority for a term expiring 12/31/27.

Election of Officers for 2023

According to the bylaws, the chair, vice chair, and secretary/treasurer shall be elected at the annual meeting of the HRA.

2022 Officers and Commissioners

Chair – Michael Aulie, District 5, Term through 12-31-26

Vice Chair – Zach Tabatt, District 3, Term through 12-31-24

Secretary/Treasurer – Michael Morford, District 2, Term through 12-31-23

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

Commissioner – Craig Nathan, District 4, Term through 12-31-25

Review Bylaws

Attached is a copy of the bylaws for your review. No changes have been made and no changes are being recommended at this time.

Action Items: Conduct Oath of Office; Elect an HRA chair, vice chair and secretary; and review bylaws.

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Oath

STATE OF MINNESOTA

COUNTY OF CROW WING

} ss.

I, **Richard (George) Burton**, do solemnly affirm that I will support the Constitution of the United States, the Constitution of the State of Minnesota, and that I will faithfully and impartially discharge the duties as a member of the **CROW WING COUNTY HOUSING AND REDEVELOPMENT AUTHORITY** representing the County of Crow Wing, to which I have been appointed to the best of my knowledge and ability, so help me God.

Richard (George) Burton

Subscribed and sworn to before me this 10th day of January 2023.

Eric Charpentier,
Executive Director

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BY-LAWS OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING, MINNESOTA

Amended – January 11, 2011
Amended – January 9, 2017

1. THE AUTHORITY

Section 1.1 Name of the Authority. The name of the Authority shall be the Housing and Redevelopment Authority in and for the County of Crow Wing, Minnesota (hereinafter, the "Authority"), and its governing body shall be called the Board of Commissioners (hereinafter, the "Board").

Section 1.2. Office. The principal office of the Authority shall be the Crow Wing County Historic Courthouse.

Section 1.3. Seal. The Authority shall have no official seal.

2. ORGANIZATION

Section 2.1. Officers. The officers of the Authority shall consist of a Chair, a Vice Chair, a Secretary, and an Executive Director. The Chair, the Vice Chair and the Secretary shall be members of the board and shall be elected at the annual meeting of the Authority.

Section 2.2. Chair. The Chair shall preside at all meetings of the Board.

Section 2.3. Vice Chair. The Vice Chair shall preside at any meeting of the Board in the absence of the Chair and may exercise all powers and perform all responsibilities of the Chair if the Chair cannot exercise or perform the same due to absence or other inability.

Section 2.5. Secretary. The Secretary shall oversee the keeping of minutes of all meetings of the Board and shall oversee the maintenance of all records of the Authority. The Secretary shall also have such additional duties and responsibilities as the Board may from time to time by resolution prescribe.

Section 2.6. Executive Director. The Executive Director shall be appointed by resolution and shall serve at the pleasure of the Board of Commissioners, shall be the chief appointed executive officer of the Authority, and shall have such additional responsibilities and authority as the Board may from time to time by resolution prescribe.

3. PROCEDURES OF BOARD OF COMMISSIONERS

Section 3.1. Annual Meeting. The annual meeting of the Board shall coincide with the regular meeting of the month of January in each year.

Section 3.2. Regular Meetings. The Board shall hold regular meetings at such time and place as the Board may determine.

Section 3.3. Special Meetings. Special meetings of the Board may be called by the Chair or, in the event of the Chair's absence or inability, by the Vice Chair at any time, upon seventy-two hours prior notice exclusive of Saturdays, Sundays and holidays to all Commissioners and Executive Director. Upon the same notice, special meetings of the Board may also be called by any two Commissioners. Notice of any special meeting in the principal office of the Authority no less than seventy-two hours prior to such special meeting exclusive of Saturdays, Sundays and holidays.

Section 3.4. Quorum. A quorum of the Board shall consist of a simple majority of the appointed Commissioners. In the absence of a quorum, no official action may be taken by, on behalf of, or in the name of the Board or the Authority.

Section 3.5. Adoption of Resolutions. Resolutions of the Board shall be deemed adopted if approved by not less than a simple majority of all Commissioners present. Resolutions may but need not be read aloud prior to vote taken thereon and may but need not be executed after passage.

Section 3.6. Rules of Order. The meetings of the Board shall be governed by the most recent edition of Robert's Rules of Order.

4. MISCELLANEOUS

Section 4.1. Fiscal Year. The fiscal year of the Authority shall be the calendar year.

Section 4.2. Execution of Contracts. All contracts, notes, and other written agreements or instruments to which the Authority is a party or signatory or by which the Authority may be bound shall be executed by the Chair and/or the Executive Director or by such other Commissioner or officers of the Authority as the Board may by resolution prescribe.

Section 4.3. Amendment of By-Laws. These By-Laws may be amended by the Board only by not less than a majority vote of all the Commissioners, provided that any such proposed amendment shall first have been delivered to each Commissioner at least one regular meeting prior to the meeting at which such amendment is considered.



Housing & Redevelopment Authority

Crow Wing County HRA Board Meeting Schedule for 2023

Board meetings are typically held on the second Tuesday of each month at 5:00 p.m. in the Crow Wing County Land Services Building, Pine/Maple Meeting Room, 322 Laurel Street, Brainerd, MN. Due to the COVID-19 pandemic, meetings are currently offered virtually as well via Webex Video/Teleconference. Details for joining each meeting are posted at

<https://www.crowwing.us/413/Crow-Wing-County-HRA>.

MONTH	DAY	DATE
January	10	1-10-23
February	14	2-14-23
March	14	3-14-23
April	11	4-11-23
May	9	5-09-23
June	13	6-13-23
July	11	7-11-23
August	8	8-08-23
September	12	9-12-23
October	10	10-10-23
November	14	11-14-23
December	12	12-12-23

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**Crow Wing County HRA
BOARD MEETING MINUTES
12/13/2022**

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, December 12th, 2022.

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), Michael Aulie, Richard (George) Burton & Zach Tabatt

Others present: Executive Director Eric Charpentier, Finance Director Karen Young, Rehab Administrative Specialist Kristin Miller, Rehab Director John Schommer, BLAEDC Executive Director Tyler Glynn (Webex Unproclaim), Michael Morford (Webex Unproclaim). Absent: Crow Wing County Administrative Services Director Deborah (Debby) Erickson.

3. **REVIEW AND APPROVE AGENDA:**

Moved and seconded by Commissioners Burton and Tabatt to approve the agenda as presented for the December 13th, 2022, board meeting. Upon Roll Call, All commissioners were in favor, and none were opposed. The agenda was approved.

4. **REVIEW AND APPROVE MINUTES:**

Moved and seconded by Commissioners Tabatt and Burton to approve the minutes from the November 8th, 2022, board meeting. Upon Roll Call, All commissioners were in favor, and none were opposed. The minutes were approved.

5. **FINANCIAL:**

- a. **REVIEW and ACCEPT FINANCIAL STATEMENTS:**

The financial information for November 2022 was presented by Karen Young.

Housing Trust Fund Loans

Reflected in the November financial statements are two down payment assistance loans for \$20,000 each. These represent loans five and six through the HTF.

Commissioner Burton moved to approve the November financial statement as submitted, followed by a second from Commissioner Tabatt. Upon roll call, all commissioners voted in favor of the motion, and none were opposed. The motion carried.

6. **UNFINISHED BUSINESS:** None at this time

7. NEW BUSINESS

a. Shared Service Agreement between CWC HRA & 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. We reviewed the services agreement in 2021 and updated the document to reflect updates in services that we were performing. At our November meeting the board reviewed the proposed 2022 agreement. During discussion, the board specifically requested that we review the insurance statement under section V of the proposed agreement. We have been in contact with both the CWC HRA insurance carrier (MCIT) and with our Brainerd HRA insurance carrier (HAI Group). We are still awaiting final word is on the specific coverage included with our HAI Group policy before we recommend any language changes to our shared services agreement. At the time of this memo, we have still not received final word, but if that changes prior to the board meeting, we will make sure to provide an update at the meeting.

b. Review & Discuss Fund Balance

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 the Housing Trust Fund, 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. The estimated fund balance at yearend should be slightly above 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.

c. Authorize Participation in the Minnesota City Participation Program (MCPP)

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 2022, \$1,097,906 was allocated for Crow Wing County and as of 10/31/22, \$3,785,873 in loans have been committed (see Attachment). This equates to a usage rate of 345%, 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 Friday, January 13th (see Attachment).

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

Commissioner Nathan moved to Authorize Executive Director to submit the 2023 Minnesota Cities Participation Program application to Minnesota Housing, followed by a second from Commissioner Tabatt Upon roll call, all commissioners voted in favor of the motion, and none were opposed. The motion carried.

8. REPORTS:

a. Executive Director:

Central Minnesota Housing Summit

Eric attended the Central MN Housing Summit on December 6th and 7th that was held at Grand Casino Mille Lacs. This was a 2-day conference put on by Minnesota Housing Partnership, the Initiative Foundation and Sourcewell. There were approximately 100 individuals from regional nonprofits, developers and housing stakeholders brought together to talk about affordable as well as workforce housing needs. I was asked to present during the local housing solutions portion of the event and to specifically talk about our local housing trust fund and how we went about implementing it. This was a great opportunity to share our program with others throughout the central corridor of the state as well as an opportunity to network with other housing experts.

Meet Cordelia Squires-Charpentier

On Thanksgiving Day Eric and his wife received a wonderful gift with the birth of their daughter Cordelia. She weighed in at 8 lbs 5 oz and measured 21 inches. They are thrilled to have her finally here with them and are blessed that she is a happy, healthy baby girl!

b. Housing Trust Fund:

We recently closed and funded our 3rd homebuyer assistance loan through the trust fund. We are excited that this program continues to garner interest and believe the partners we've been working with are excited about this funding opportunity. Staff also continues to work through rehab loans and field requests for this program. By the end of this year, we will have closed at least 5 loans and are poised to see some larger development loans be brought before the board for their consideration in early 2023.

Eric continues to work with a developer in Brainerd and had the opportunity to walk through a building that they are looking at redeveloping, with an engineering firm that is looking into the feasibility of a potential redevelopment TIF district at this site. The developer is planning on having their updated design finalized soon and is anticipating requesting funding through MN Housing in early 2023. We would also anticipate a loan request through the trust fund for this project as it comes into clearer focus. Once a request has been received and the documentation reviewed, we will bring this forward for the board to review.

c. Brainerd HRA/Rehab Programs:

The Rehab Reports for November 2022 were presented by John Schommer.

SE Brainerd SCDP Preliminary Proposal

On Monday, November 11th DEED announced the 2023 SCDP Preliminary Proposal proposals were posted with submittal due Tuesday, January 17th. We have identified an area in southeast Brainerd that we are working with the city on to submit a preliminary proposal for.

d. BLAEDC/CREDI:

Staff time billing reports were presented for November 2022.

e. CWC: N/A

9. HRA Commissioner Comments: Nothing at this time

10. NEXT MEETING: Tuesday, January 10th, 2023

11. ADJOURNMENT:

Commissioner Tabatt made a motion to adjourn the meeting. Commissioner Burton seconded the motion. Upon Roll Call, All commissioners voted in favor of the motion, and none were opposed. The motion was approved, and meeting was adjourned at 5:46 p.m.



Housing & Redevelopment Authority

To: CWC HRA Board Members
From: Karen Young, Finance Director
Date: January 4, 2023
Re: Review and Accept Financial Statements

Please find attached the financial information for December 2022.

CWC HRA Tax Levy

Reflected in the December financial statements is the deposit of \$290,121.07 in property tax and other tax revenue. The tax payments received to date for 2022 totaled \$712,498.71.

2022 Audit

The 2022 audit fieldwork is scheduled with CliftonLarsonAllen (CLA) during the second week of February. The December financial statements do not fully reflect all yearend entries and adjustments. The final yearend entries and adjustments will be recorded prior to the audit.

CWC SCDP Local Income

Reflected in the December financial statements is the receipt of \$23,447.21 in SCDP Local Income from Crow Wing County. The balance in this account is currently \$87,331.72. These funds are used as leverage dollars for SCDP grant applications to help municipalities throughout CWC.

Action Requested: Accept the December financial statements as submitted.

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Date/Time joe
1/4/2023 4:23:20 PM

Crow Wing County
CWC HRA Combined Balance Sheet
December, 2022

Cumulative

ASSETS

550-000-1129.210	Cash Gen Fund	192,646.55
550-001-1129.210	Cash CWC SCDP	87,331.72
551-002-1129.210	Cash RLF TIF	401,577.79
556-000-1129.210	Cash Development Fund	-8,971.21
557-000-1129.210	Cash Tax Forf Property	2,244.11
558-000-1129.210	Cash HTF	1,246,126.78
551-002-1141.000	Loans Rec RLF TIF	21,206.04
558-000-1141.000	HTF Loan Receivable	124,834.00
556-000-1450.000	Land Held for Resale	236,511.70
TOTAL ASSETS		2,303,507.48

LIABILITIES

550-000-2112.000	A/P Other	-1,725.00
557-000-2115.000	Escrow Account TFP	-5,000.00
556-000-2600.000	Def Inflow of Res - Dev	-236,511.70
TOTAL LIABILITIES		-243,236.70

SURPLUS

550-000-2700-000	Net Income	-481,982.45
550-000-2806.000	Retained Earnings	-1,578,288.33
TOTAL SURPLUS		-2,060,270.78

TOTAL LIABILITIES & SURPLUS

-2,303,507.48

Proof	0.00
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Date: 1/4/2023

Time: 4:23:25 PM

joe

Crow Wing County
CWC HRA Combined Operating Stmt
December, 2022

Page: 1

Rpt File: F:\HMS\REP

	Current Period	Current Year	Year To Date Budget	Variance
INCOME				
550-000-3610.000 Investment Earnings	-836.85	-2,568.97	0.00	-2,568.97
550-000-3690.000 Other Revenue	-23,447.21	-23,932.71	-27,000.00	3,067.29
550-000-3691.000 Property Tax Revenue	-290,121.07	-712,498.71	-729,500.00	17,001.29
551-002-3610.000 RLF TIF Interest Rev	-381.33	-2,574.67	-1,780.00	-794.67
556-000-3696.000 Development Revenue	0.00	-85,539.95	-191,200.00	105,660.05
557-000-3696.000 TFP Revenue	0.00	-5,374.84	-10,000.00	4,625.16
TOTAL INCOME	-314,786.46	-832,489.85	-959,480.00	126,990.15
EXPENSE				
550-000-4110.000 Administrative Salaries	975.00	3,900.00	4,500.00	-600.00
550-000-4130.000 Legal	0.00	0.00	10,000.00	-10,000.00
550-000-4140.000 Staff Training	0.00	0.00	1,500.00	-1,500.00
550-000-4150.000 Travel	55.52	320.97	250.00	70.97
550-000-4171.000 Auditing Fees	0.00	7,140.00	7,140.00	0.00
550-000-4172.000 Management Fees	12,500.00	150,000.00	150,000.00	0.00
550-000-4190.000 Other Administrative	0.00	0.00	200.00	-200.00
550-000-4500.000 TIF Expense	0.00	85.60	600.00	-514.40
550-000-4510.000 Insurance	0.00	2,703.00	2,600.00	103.00
550-000-4540.000 Employer FICA	17.22	240.96	350.00	-109.04
550-000-4590.000 Other General Expense	0.00	60,799.59	138,000.00	-77,200.41
550-001-4600.000 CWC SCDP Expense	0.00	20,000.00	27,000.00	-7,000.00
551-002-4600.000 RLF TIF Expense	594.56	594.56	590.00	4.56
556-000-4600.000 Development Expense	1,081.75	93,846.96	191,200.00	-97,353.04
557-000-4600.000 TFP Expense	710.94	3,184.46	10,000.00	-6,815.54
558-000-4600.000 HTF Expense	5,402.63	7,691.30	40,000.00	-32,308.70
TOTAL EXPENSE	21,337.62	350,507.40	583,930.00	-233,422.60
NET INCOME(-) OR LOSS	-293,448.84	-481,982.45	-375,550.00	-106,432.45

Crow Wing County HRA**December 2022****Payments**

Payment Number	Payment Date	Vendor	Description	Check Amount
951	12/15/2022	John Schommer	Mileage	\$ 0.63
957	12/29/2022	Eric Charpentier	Mileage	\$ 38.00
958	12/29/2022	John Schommer	Mileage	\$ 15.63
25087	12/15/2022	Crow Wing Cty Recorder's Office	HTF Recording Fee	\$ 46.00
25094	12/15/2022	Kennedy & Graven, Chartered	Habitat Closings Legal	\$ 57.50
25095	12/15/2022	Kristin Miller	Mileage	\$ 13.13
25116	12/29/2022	Brainerd Lakes Area Economic Development	Virtual Loan Fees	\$ 297.28
25128	12/29/2022	Footings To Trim Inc.	HTF-Owner Occupied Rehab Loan	\$ 16,000.00
25140	12/29/2022	Initiative Foundation	Virtual Loan Fees	\$ 297.28
25144	12/29/2022	Kennedy & Graven, Chartered	Level & HTF Legal	\$ 6,471.25
25145	12/29/2022	Kristin Miller	Mileage	\$ 1.26
Total				\$6,769.79

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Housing & Redevelopment Authority

To: CWC HRA Board Members
From: Eric Charpentier, Executive Director
Date: January 10th, 2023
Re: Shared Services Agreement

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. We reviewed the services agreement in 2021 and updated the document to reflect updates in services that we were performing. At our November meeting the board reviewed the proposed 2022 agreement. During discussion, the board specifically requested that we review the insurance statement under section V of the proposed agreement. We have been in contact with both the CWC HRA insurance carrier (MCIT) and with our Brainerd HRA insurance carrier (HAI Group). Based off of the information we learned regarding our insurance policies, the Brainerd HRA will be adding additional coverage to our HAI group policy to cover our staff while working on and for the CWC HRA initiatives. We have also updated the language in section V of the shared services agreement to reflect this update. Per section II of the agreement, insurance coverage is not included in the Brainerd HRA compensation. The increased coverage to the Brainerd HRA insurance policy for covering the CWC HRA work will likely cause an increase in premium. We will update the board once that premium increase has been disseminated to us, and we will make sure to reflect this amount in our subsequent budgets going forward.

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

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SHARED SERVICES AGREEMENT

This agreement is entered into this the **10th day of January 2023**; between the Crow Wing County Housing & Redevelopment Authority (CWC HRA) and the Brainerd Housing and Redevelopment Authority (Brainerd HRA).

WHEREAS, the Brainerd HRA is a government agency local and politic with a similar mission and has the professional and administrative capacity to support the CWC HRA; and,

WHEREAS, both parties are desirous of entering into an agreement whereby the Brainerd HRA shall provide services to the CWC HRA;

NOW, THEREFORE IT IS HEREBY AGREED THAT:

I. Scope of Services

On behalf of the CWC HRA, the Brainerd HRA will carry out all business of the CWC HRA as prescribed by the CWC HRA Board of Commissioners, Minnesota State Statutes, funding source requirements and all other related Federal, State, and local laws and regulations. This includes, but is not limited to:

- A. Fiscal/Other Administrative Responsibility
 - a. Oversee the overall financial management of the CWC HRA by working closely with the CWC HRA Board of Commissioners
 - b. Prepare an annual budget for approval by the CWC HRA Board
 - c. Operate per the approved budget, oversee accounts payable, and prepare checks for CWC HRA Board approval and signature
 - d. Oversee accounts receivable processes and ensure that adequate bank security pledges for CWC HRA deposits are maintained
 - e. Communicate potential problems to the CWC HRA Board and offer viable solutions
 - f. Schedule CWC HRA Board meetings, prepare Agendas and materials (including program/project reports, fiscal reports, resolutions and minutes), attend Board meetings
 - g. Maintain all records of the CWC HRA per laws and regulations
 - h. The Brainerd HRA will use its own computer hardware and software programs for maintaining the CWC HRA's financial records

II. Compensation

The agreed upon compensation will be \$162,770 annually to be paid in monthly installments of \$13,564.16.

These fees will cover all costs listed in Section I. The fees received by the Brainerd HRA will not cover the following costs:

- A. The cost of the CWC HRA audit if required by any investor, private party, local, state or federal government
- B. Bank fees and check charges

- C. CWC HRA Board costs such as stipend for attending meetings, mileage, Board liability, insurance, other
- D. Fees incurred for legal or other professional services/representation/consultation related to CWC HRA programs and initiatives
- E. TIF related expenses including continued TIF reporting fees incurred from BakerTilly or another financial advisor
- F. Costs incurred for Brainerd HRA staff including mileage, training and meeting costs

The fees paid to the Brainerd HRA will cover CWC HRA's current programs and projects as of the date this Agreement is signed, as listed in Appendix A. Any new ventures pursued by the CWC HRA would require a renegotiation of fees and an amendment to the Agreement.

III. Term

The term of this agreement shall be for a period of 12 months commencing on the 1st day of January 2023 and terminating on the 31st day of December 2023. This agreement shall automatically renew for successive one-year terms there after unless one of the parties hereto provides at least 60 days notice of its intent to terminate this agreement at the end of the then current term. However, either party may terminate this agreement for any reason upon sixty (60) day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the Brainerd HRA will be prorated through the last day of the 60 day termination period.

IV. Indemnification

The Crow Wing County HRA and the Brainerd HRA agree to indemnify, hold harmless and defend each other, together with their respective elected officials, officers and employees from any and all liability arising out of their respective acts and omissions, and those of their respective officers and employees, in the execution, performance or failure to adequately perform obligations pursuant to this agreement.

V. Insurance

CWC HRA will maintain adequate insurance to protect the CWC HRA Board. The Brainerd HRA will maintain adequate insurance to protect from claims and liability for all work performed by the Brainerd HRA and its respective employees, Board or agents on behalf of CWC HRA. The minimum accepted coverage is \$500,000 per Claimant and \$1,500,000 per occurrence.

VI. Compliance With Laws

The Brainerd HRA shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Crow Wing, State of Minnesota.

VII. Independent Contractor Status

The Brainerd HRA is an independent Contractor, and nothing herein contained shall be

construed to create the relationship of an employer and employee between County and Brainerd HRA or Brainerd HRA's agents, servants or employees. The Brainerd HRA shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. The Brainerd HRA acknowledges and agrees that the Brainerd HRA, agents, servants and employees, are not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. The Brainerd HRA also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Brainerd HRA and that it is the Brainerd HRA's sole obligation to comply with applicable provisions of all Federal and State tax laws.

VIII. Assignment Of Interest

The parties shall not enter into any subcontract for the performance of services contemplated under this Agreement nor assign any interest in the Agreement without prior written consent of all parties and subject to such conditions and provisions as are deemed necessary. Any subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

IX. Non-Discrimination

During the performance of this agreement, the Brainerd HRA agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights and, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

X. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement or in a modification of this Agreement.

Brainerd HRA

Brainerd HRA
Eric Charpentier
324 East River Road
Brainerd, MN 56401
(218) 824-3425

CWC HRA

Crow Wing County HRA
Michael Aulie
326 Laurel St. Suite 13
Brainerd, MN 56401
(218) 824-1067

XI. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with

respect to either party.

XII. Modifications

The CWC HRA and the Brainerd HRA hereby acknowledge that they have read this Agreement and affirmatively states and represents that they understand its contents. Further, that the above constitutes the entire agreement by and between the CWC HRA and the Brainerd HRA and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the CWC HRA and the Brainerd HRA.

Approved this the 13th day of December 2022.

Crow Wing County Housing and Redevelopment Authority

By: _____

Michael Aulie

Its: _____

Chair

Brainerd Housing and Redevelopment Authority

By: _____

Eric Charpentier

Its: _____

Executive Director



Housing & Redevelopment Authority

To: CWC HRA Board Members
From: Karen Young, Finance Director
Date: January 3, 2023
Re: Designation of Official Depository

Pursuant to Minnesota Statute 118A.02, the Crow Wing County HRA Board shall designate as a depository of its funds, one or more financial institutions. At this time, the official depository is Bremer Bank.

Action Requested: Approve the designation of Bremer Bank as the official depository.

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Housing & Redevelopment Authority

To: CWC HRA Board Members
From: Eric Charpentier, Executive Director
Date: January 10th, 2023
Re: Executive Director Report

Pequot Lakes HRA Update:

In December we received communication from the Pequot Lakes HRA office that their director was stepping down and would be retiring from the agency at the end of December. This led to a sit-down meeting with their board chair, acting director, our Brainerd board chair and Brainerd staff. There was good, general discussion on how our agency might be able to help and support their agency during this change. The Brainerd board has given us the go ahead to continue working with the Pequot agency and explore opportunities to work with their agency further.

Action Requested: No action requested, for informational purposes only

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Housing & Redevelopment Authority

To: CWC HRA Board Members
From: Eric Charpentier, Executive Director
Date: January 10th, 2023
Re: Housing Trust Fund Report

We have received our first new development application request for funding. Our staff has started the review process, but we do not have enough time for the full review to bring this application to the board for January. We are excited to have this request in and we will share details of the proposed project with the board as we work through the application.

Action Requested: No action requested, for information only.

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Housing & Redevelopment Authority

To: Crow Wing County HRA Board Members
 From: John Schommer, Rehab Director
 Date: January 04, 2023
 Re: Rehab Programs Report

SE Brainerd SCDP Preliminary Proposal

We have started to receive some of the interest letters back for the 2023 SCDP Preliminary Proposal that we are submitting for SE Brainerd. We will determine how many units of rehab we will propose based off the number of interest letters that we receive back, proposals are due Tuesday, January 17th.

Brainerd Oaks/Serene Pines/Dalmar Estates

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	64	59	2	4
Serene Pines	23	19	16	0	3
Dalmar Estates	7	3	3	0	0

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

Action Requested: None, discussion items.

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1. COMPLETED OO PROJECTS 2023

	HTF	MHFA	SCDP	Total
City of Brainerd		1		1
County of Crow Wing				
Total				1

2. CURRENT PROJECTS IN PROCESS

	HTF	MHFA	SCDP	Total
City of Brainerd	2	2		4
County of Crow Wing		3	4	7
County of Morrison		1		1
Total				12

3. GARRISON SMALL CITIES – 2 Commercial Rehab / 5 Owner-Occupied

	App. Request	App. Review	Inspection Scheduled	Work Writeup	Out for Bid	Prebid Meeting	Closing Loan	Under Constr.	Complete
CML.								1	
OOR.								1	1

4. JENKINS SMALL CITIES – 5 Owner Occupied Rehab

	App. Request	App. Review	Inspection Scheduled	Work Writeup	Out for Bid	Prebid Meeting	Closing Loan	Under Constr.	Complete
OOR.					1			1	

5. HOUSING TRUST FUND

	App. Request	App. Review	Inspection Scheduled	Work Writeup	Out for Bid	Prebid Meeting	Closing Loan	Under Constr.	Complete
DPA.									3
OOR.	1	3						2	2

6. MINNESOTA HOUSING

	App. Request	App. Review	Inspection Scheduled	Work Writeup	Out for Bid	Prebid Meeting	Closing Loan	Under Constr.	Complete
OOR.	1	1		2			1	3	1

6. OVERALL CURRENT LOAN APPLICATION/PROJECT OUTLINE

	HTF	MHFA	SCDP	Total
Application Requested	1	1		2
Application Received/Collection	3	1		4
Inspection Scheduled				
Work Write Up/Review Proof		2		2
Out for Bid			1	1
Pre-Bid Meeting				
Closing/Signing Paperwork		1		1
Under Construction	2	3	3	8
Total	6	8	4	18

7. **COMPLETED OO PROJECTS 2022**

	HTF	MHFA	SCDP	Total
City of Brainerd	1	2		3
County of Crow Wing	1	4	3	8
Total				11

*City of Emily SCDP Grant was closed in 2022 w/ 5 Owner-Occupied Projects completed

2022 CWC HRA BLAEDC/CREDI STAFF TIME - DECEMBER

Attachment 9

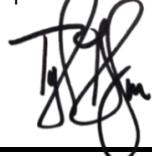


Date Range: 12/1/2022 - 12/31/2022

Project	Task	Date	Comment	Hours	Amount
Crow Wing County HRA					
CWC HRA-Redev	Redevelopment Projects				
E-mail	E-mail Correspondence			18.00	\$2,700.00
		12/5/2022	email correspondence and phone conversations with grant recipients for redevelopment projects located in Brainerd River to Rail corridor. 3 projects are significant redevelopment	2.00	\$300.00
		12/7/2022	email correspondence with local and state officials regarding grant funds and disbursement of funds for approved redevelopment projects in Brainerd.	2.00	\$300.00
		12/8/2022	phone meeting w/developer regarding Baxter multi-family development, timing of build and funding were discussed. Project due to delays will not move forward until spring of 2023	1.50	\$225.00
		12/15/2022	email communication with Florida developer regarding meeting and updated financial package	1.50	\$225.00
		12/16/2022	email correspondence with state officials who are searching for redevelopment opportunities in Brainerd for large warehouse space that could be redeveloped for specific uses, made local connections for state staff in Brainerd and area	2.00	\$300.00
		12/19/2022	email and phone communication with finance officers with Florida company to discuss incentives and housing trust fund. Company is working to get rent rates determined before setting meeting with HRA staff	1.50	\$225.00
		12/20/2022	email communication with childcare grant recipient regarding redevelopment project for downtown Brainerd building. Working with contractors to comply with grant requirements.	1.50	\$225.00
		12/22/2022	email communication regarding finalizing documents for development project in Pequot Lakes. All required documents are now signed, and project has a spring timeline to break ground.	2.50	\$375.00
		12/27/2022	email correspondence with property owner in Brainerd Industrial Park about expansion of building and redevelopment of office space located at current location	2.00	\$300.00
		12/28/2022	phone correspondence with owner of Brainerd building to discuss financing options to redevelop large space inside current building to accommodate new customer	1.50	\$225.00
Mtgs	Meetings			44.50	\$6,675.00
		12/1/2022	BLAEDC staff meeting with potential redevelopment project in downtown Brainerd. Local company is looking at the purchase of an existing business to redevelop into new housing and childcare facility.	3.00	\$450.00
		12/2/2022	BLAEDC staff tour of redevelopment project and building in Crosby. Project is seeking additional funding options but hope to break ground for a spring demo and build	2.50	\$375.00
		12/6/2022	Staff meetings w/grant recipients to finalize paperwork to obtain funding through state funds for redevelopment projects, which will also address some blighted areas in downtown Brainerd	2.50	\$375.00
		12/7/2022	BLAEDC staff attending and presenting at housing meeting in Crosslake to discuss new development project for multi-family development. Also discussed other housing options within city limits and potential use of housing trust fund dollars. Identified parameters around use of trust fund dollars.	4.50	\$675.00

12/8/2022	Meeting w/blaedc staff and local lenders to discuss Brainerd Y childcare project along with capital project that would require redevelopment of existing Y footprint and additional property purchases, funding and access to grant dollars	3.00	\$450.00
12/9/2022	Meetings w/city officials from Brainerd and Baxter to discuss housing and development projects in both cities that also involves funding options	3.00	\$450.00
12/12/2022	BLAEDC staff introductory meeting with developer from Duluth who is seeking contacts in Crow Wing County to discuss housing projects and review housing study, discuss incentives with local resource. Developer has projects located all over MN and would like to set up in person meetings to discuss area and move a project forward in this region	2.50	\$375.00
12/13/2022	BLAEDC staff time to prepare monthly reports for CWC HRA monthly meeting. Staff also attended meeting and presented updates on activities and projects	3.50	\$525.00
12/14/2022	Staff meeting with local lender to discuss funding options for Brainerd Y projects. Primary discussion was to secure long-term funding for childcare facility and building redevelopment. Project has been approved for grant funding through state and local dollars. Project will be full redevelopment and add childcare slots and jobs in Brainerd	3.00	\$450.00
12/15/2022	Staff meetings w/local college regarding housing options and opportunities for development in partnership with Central Lakes College.	2.00	\$300.00
12/16/2022	BLAEDC staff meeting w/Crosslake EDC staff and local developer to discuss building options and needs of the Crosslake community. Developer is looking for opportunities to build both single family and multi-family housing in and around Crosslake.	3.00	\$450.00
12/19/2022	BLAEDC staff meeting with developer for Baxter and Pequot Lakes multi-family housing projects. 5 member team was in the meeting from development team. Discussions centered on financing and project timelines as delayed occurred due to permitting issues in Crow Wing County.	2.50	\$375.00
12/20/2022	Staff time to prepare reports for Pequot Lakes EDC meeting, discussions for meeting included multi-family housing project and timelines for groundbreaking. Staff meeting with Pequot Lakes development group to discuss housing options in Crow Wing County. Additional discussions regarding use of housing trust fund and other incentives that would be available in each city throughout the county. Developer identified need for a feasibility study	5.00	\$750.00
12/27/2022	Meeting w/HRA staff to discuss projects in Crow Wing County. Specific discussions around use of Housing Trust Funds for multi-family housing projects in the county. Discussions also about small cities development grants for Pequot Lakes community.	2.00	\$300.00
12/29/2022	In person meetings w/property owners and city administrative staff to discuss housing development in Crow Wing County.	2.50	\$375.00
Redevelopment Projects Subtotal		62.50	\$9,375.00
Crow Wing County HRA Subtotal		62.50	\$9,375.00
Grand Total		62.50	\$9,375.00

Staff time and notes listed above have been reviewed and approved by BLAEDC Executive Director, Tyler Glynn, upon submittal of this report.



Tyler Glynn
BLAEDC Executive Director