



Housing & Redevelopment Authority

Board Meeting Agenda
5:00pm Tuesday February 14th, 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=mdf7a259f2b200444e91ac7a41daba429>

Join by phone: 415-655-0001

Meeting number (access code): 2551 407 4839

Meeting password: NyQ4nh3BAv6

"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 & APPROVAL OF AGENDA**
- 4. REVIEW & APPROVE MINUTES** *(Attachment 1) Pg. 3*
 - a.** Approval of the Tuesday, January 10th, 2023 Meeting Minutes as presented
- 5. REVIEW & ACCEPT FINANCIAL STATEMENTS** *(Attachment 2) Pg. 9*
 - a.** CWC HRA Combined Balance Sheet January 2023 (Attachment 2a) Pg. 11
 - b.** CWC HRA Combined Operating Statement January 2023 (Attachment 2b) Pg. 12
 - c.** CWC HRA January 2023 Payments (Attachment 2c) Pg. 13
- 6. UNFINISHED BUSINESS**

7. NEW BUSINESS

- a.** BLADC and CREDI Agreements for Professional Services (Attachment 3) Pg. 15
- b.** Shared Services Agreement between the CWC HRA and BLADC (*Attachment 3a*) Pg. 17
- c.** *Resolution between the CWC HRA and BLADC (Attachment 3b) Pg. 21*
- d.** Shared Services Agreement between the CWC HRA and CREDI (*Attachment 3c*) Pg. 23
- e.** *Resolution between the CWC HRA and CREDI (Attachment 3d) Pg. 27*

8. REPORTS/UPDATES:

- a.** Executive Director (*Attachment 4*) Pg. 29
- b.** Housing Trust Fund (*Attachment 5*) Pg. 55
- c.** Brainerd HRA/Rehab Programs (*Attachment 6*) Pg. 59
- d.** BLAEDC/CREDI (*Attachment 7*) Pg. 63
- e.** CWC

9. COMMISSIONER COMMENTS

10. NEXT MEETING Tuesday, March 14th, 2023

11. ADJOURNMENT

CWC HRA Commissioners

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

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

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

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

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



Housing & Redevelopment Authority

Crow Wing County HRA BOARD MEETING MINUTES 01/10/2023

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, January 10th, 2023.

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, & Michael Morford.

Others present: Executive Director Eric Charpentier, Finance Director Karen Young (via Webex unannounced), Rehab Coordinator John Schommer, Rehab Administrative Specialist Kristin Miller, Crow Wing County Commissioner Steven Barrows, and Crow Wing County Administrative Services Director Deborah (Debby) Erickson. Absent: BLAEDC Executive Director Tyler Glynn

3. **ANNUAL MEETING:** Chair Michael Aulie called the meeting to order at 5:01 p.m.

- a. **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. An official oath of office was conducted for Commissioner Burton.

- b. **Election of Officers for 2023:** Nominations were taken for chair.

Commissioner Aulie nominated Commissioner Tabatt for **board chair**, followed by a roll call vote from Commissioner Nathan (Y), Tabatt (Y), Aulie (Y), Morford (Y), Burton (Y).

Commissioner Tabatt was elected as chair.

Chair Tabatt continued in the chair seat and called for nominations for vice chair.

Commissioner Nathan nominated Commissioner Burton for **vice chair**, followed by a roll call vote from Commissioner Nathan (Y), Tabatt (Y), Aulie (Y), Morford (Y), Burton (Y).

Commissioner Nathan was elected as vice chair.

Chair Tabatt called for nominations for secretary/treasurer.

Commissioner Aulie nominated Commissioner Morford for **secretary/treasurer**, followed by a roll call vote from Commissioner Nathan (Y), Tabatt (Y), Aulie (Y), Morford (Y), Burton (Y).

Commissioner Morford was elected as secretary/treasurer.

- c. Review Bylaws: The Board reviewed the current bylaws and had no proposed changes.

Moved and seconded by Commissioners Burton and Morford to accept the Bylaws as presented. Through a roll call vote, all commissioners were in favor, and none were opposed. The Bylaws were approved as presented.

- d. 2023 meeting schedule was presented.

Chair Tabatt closed the annual meeting at **5:08 p.m.**

4. REVIEW AND APPROVE OF AGENDA:

Moved and seconded by Commissioners Nathan and Morford to approve the agenda as presented for January 10th, 2023, board meeting. Through a roll call vote, all commissioners were in favor, and none were opposed. The minutes were approved.

5. REVIEW AND APPROVE MINUTES:

Moved and seconded by Commissioners Aulie and Burton to approve the minutes from the December 13th, 2022, board meeting. Through a roll call vote, all commissioners were in favor, and none were opposed. The minutes were approved.

6. REVIEW and ACCEPT FINANCIAL STATEMENTS:

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

- a. **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.

- b. **2021 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.

- c. **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.

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

7. UNFINISHED BUSINESS: None at this time.

8. NEW BUSINESS:

a. Shared Services Agreement Update between CWC HRA and 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). 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.

Moved by Commissioner Morford and seconded by Commissioner Aulie to Authorize and adopt the updated shared services agreement between the Crow Wing County HRA and the Brainerd HRA. Through a roll call vote, all commissioners were in favor and non were opposed. The motion passed.

b. 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.

Moved by Commissioner Aulie and seconded by Commissioner Morford to approve the designation of Bremer Bank as the official depository. Through a roll call vote, all commissioners were in favor and non were opposed. The motion passed.

9. REPORTS:

a. Executive Director:

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.

Board discussion included authorization for staff to continue doing due diligence in looking into the viability of a shared services agreement with the Pequot Lakes HRA. Additional discussion focused on potential efficiencies that could be gained through a shared services agreement as well. Staff will engage with the agency and their board to continue the conversation.

b. Housing Trust Fund:

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.

c. Brainerd HRA/Rehab Programs:

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.

Rehab Programs Reports

Reports were presented by John Schommer

d. BLAEDC/CREDI:

December 2022 staff time billing reports were presented.

e. CWC:

CWC Commissioner Steven Barrows

Steve took a few minutes to Congratulate the new CWC HRA officers & Thank Michael Aulie for his last years' service as President.

CWC Administrative Services Director Deborah Erickson CWC Overview

- The county continues to struggle through the supply chain shortages
- The county is changing its web domain to Crow Wing.Gov

- There will be a newsletter enclosed with all property tax statements in the March mailing.
- Erickson reported on employee changes
- There is an 8% vacancy rate throughout the county

Please check out the New Positions posted on the website:
[Crow Wing County Employment Opportunities](#)

10. HRA Commissioner Comments: None at this time.

11. NEXT MEETING: Tuesday, February 14th, 2023

12. ADJOURNMENT:

Commissioner Aulie made a motion to adjourn the meeting. Commissioner Morford seconded the motion. All commissioners voted in favor of the motion, and none were opposed. The motion was approved, and meeting was adjourned at 6:15 p.m.

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Housing & Redevelopment Authority

To: CWC HRA Board Members

From: Karen Young, Finance Director

Date: February 8, 2023

Re: Review and Accept Financial Statements

Please find attached the financial information for January 2023.

CWC HRA Tax Levy

We reported last month that we had received \$712,498.71 in tax levy revenue for 2022 compared to the total levy amount of \$729,500. In January we received an additional deposit of \$17,741.49, for a total of \$730,240.20.

2022 Audit

The 2022 audit fieldwork is scheduled with CliftonLarsonAllen (CLA) during the second week of February.

2022 BLAEDC/CREDI Funding

The second half funding payments to BLAEDC/CREDI were processed in January. Per the agreements with both entities, payment will be due and payable pursuant to the submission of the 2nd six months of reporting which was received in January.

Action Requested: Accept the January financial statements as submitted.

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Date/Time joe
2/8/2023

9:20:44 AM

**Crow Wing County
CWC HRA Combined Balance Sheet
January, 2023**

Cumulative

ASSETS

| | |
|---|----------------------------|
| 556-000-1120.000 A/R Other - Dev | 8,971.21 |
| 550-000-1129.210 Cash Gen Fund | 121,103.38 |
| 550-001-1129.210 Cash CWC SCDP | 87,331.72 |
| 551-002-1129.210 Cash RLF TIF | 403,250.79 |
| 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 | 1,263,819.28 |
| 551-002-1141.000 Loans Rec RLF TIF | 19,864.23 |
| 558-000-1141.000 HTF Loan Receivable | 125,374.00 |
| 556-000-1450.000 Land Held for Resale | 236,511.70 |
| TOTAL ASSETS | <u>2,259,499.21</u> |

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 | <u>-243,236.70</u> |

SURPLUS

| | |
|------------------------------------|-----------------------------|
| 550-000-2700-000 Net Income | -437,974.18 |
| 550-000-2806.000 Retained Earnings | -1,578,288.33 |
| TOTAL SURPLUS | <u>-2,016,262.51</u> |

TOTAL LIABILITIES & SURPLUS

-2,259,499.21

| | |
|-------|------|
| Proof | 0.00 |
|-------|------|

Date: 2/8/2023
 Time: 9:20:48 AM
 joe

Crow Wing County
CWC HRA Combined Operating Stmt
January, 2023

Page: 1
 Rpt File: F:\HMS\REP

| | Current Period | Current Year | Year To Date Budget | Variance |
|--|-----------------------|---------------------|----------------------------|-------------------|
| INCOME | | | | |
| 550-000-3610.000 Investment Earnings | -842.96 | -842.96 | 0.00 | -842.96 |
| 550-000-3690.000 Other Revenue | -200.00 | -200.00 | 0.00 | -200.00 |
| 551-002-3610.000 RLF TIF Interest Rev | -331.19 | -331.19 | -68.33 | -262.86 |
| 556-000-3696.000 Development Revenue | 0.00 | 0.00 | -15,933.33 | 15,933.33 |
| 557-000-3696.000 TFP Revenue | 0.00 | 0.00 | -833.33 | 833.33 |
| TOTAL INCOME | -1,374.15 | -1,374.15 | -16,834.99 | 15,460.84 |
| EXPENSE | | | | |
| 550-000-4110.000 Administrative Salaries | 300.00 | 300.00 | 375.00 | -75.00 |
| 550-000-4130.000 Legal | 0.00 | 0.00 | 833.33 | -833.33 |
| 550-000-4140.000 Staff Training | 0.00 | 0.00 | 125.00 | -125.00 |
| 550-000-4150.000 Travel | 0.00 | 0.00 | 20.83 | -20.83 |
| 550-000-4172.000 Management Fees | 13,564.16 | 13,564.16 | 13,564.16 | 0.00 |
| 550-000-4190.000 Other Administrative | 0.00 | 0.00 | 16.67 | -16.67 |
| 550-000-4500.000 TIF Expense | 0.00 | 0.00 | 50.00 | -50.00 |
| 550-000-4510.000 Insurance | 2,748.00 | 2,748.00 | 2,900.00 | -152.00 |
| 550-000-4540.000 Employer FICA | 22.96 | 22.96 | 29.17 | -6.21 |
| 550-000-4590.000 Other General Expense | 0.00 | 0.00 | 2,167.00 | -2,167.00 |
| 550-001-4600.000 CWC SCDP Expense | 0.00 | 0.00 | 1,666.67 | -1,666.67 |
| 556-000-4600.000 Development Expense | 0.00 | 0.00 | 15,933.33 | -15,933.33 |
| 557-000-4600.000 TFP Expense | 0.00 | 0.00 | 833.33 | -833.33 |
| 558-000-4600.000 HTF Expense | 0.00 | 0.00 | 3,333.34 | -3,333.34 |
| TOTAL EXPENSE | 16,635.12 | 16,635.12 | 41,847.83 | -25,212.71 |
| NET INCOME(-) OR LOSS | 15,260.97 | 15,260.97 | 25,012.84 | -9,751.87 |

**Crow Wing County HRA
January 2023
Payments**

| Payment Number | Payment Date | Vendor | Description | Check Amount |
|----------------|--------------|--|-------------------------|---------------|
| 25180 | 1/12/2023 | Cuyuna Range Economic Development Inc. | 2022 2nd Half Funding | \$ 12,500.00 |
| 25193 | 1/12/2023 | MCIT | Liability D&O Insurance | \$ 2,748.00 |
| 25207 | 1/12/2023 | Brainerd Lakes Area Economic Development | 2022 2nd Half Funding | \$ 43,500.00 |
| | | | | |
| Total | | | | \$0.00 |

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Housing & Redevelopment Authority

To: CWC HRA Board Members

From: Eric Charpentier, Executive Director

Date: February 14th, 2023

Re: Approval of BLADC and CREDI Agreements for Professional Services

The 2023 budget approved by the Board included using levy dollars for funding economic development and redevelopment services of \$89,600 to the Brainerd Lakes Area Economic Development Corporation (BLADC) and \$25,750 to Cuyuna Range Economic Development Inc. (CREDI). We have updated the previous agreements to reflect the change in compensation.

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 continue to be provided to the CWC HRA from both organizations and certification that all funds were expended on authorized activities.

Action Requested: Approve Resolutions No. 2023-01 and 2023-02, 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 February, 2023, 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, 2023 and terminating December 31, 2023.
5. COMPENSATION. The County HRA agrees to pay BLADC a total of \$89,600 to provide the Services. This total shall be comprised of two equal payments of \$44,800, one due and payable on or after July 15, 2023 pursuant to the submission of the first six months of reporting. The second payment due and payable on or after December 31, 2023 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

President

Executive Director

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

Chair

Executive Director

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

RESOLUTION NO. 2023-01

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 February, 2023.

Chair

ATTEST:

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 February 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, 2023 and terminating December 31, 2023.
5. COMPENSATION. The County HRA agrees to pay CREDI a total of \$25,750 to provide the Services. This total shall be comprised of two equal payments of \$12,875, one due and payable on or after July 15, 2023 pursuant to the submission of the 1st six months of reporting. The second payment due and payable on or after December 31, 2023 pursuant to the submission of the 2nd 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.

President

Executive Director

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

Chair

Executive Director

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

RESOLUTION NO. 2023-02

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 February, 2023.

Chair

ATTEST:

Executive Director



Housing & Redevelopment Authority

To: CWC HRA Board Members
 From: Eric Charpentier, Executive Director
 Date: February 14th, 2023
 Re: Executive Director Report

Pequot Lakes HRA Update:

With board direction, I attended the Pequot Lakes HRA board of directors meeting on February 3rd. I was able to introduce myself to the board members that were present and to inform the board that the Brainerd HRA continues to have interest in helping their agency and exploring all possibilities, including a shared services agreement. The Pequot board has agreed to another meeting between their board chair, an additional board member, and staff of the Brainerd HRA in the upcoming weeks to further discuss these possibilities.

Breezy Point City Council

I attended the February 6th Breezy Point city council meeting at the request of their City Administrator, David Chanski. The topic of discussion in front of the council was in regards to if they should look at re-engaging their public to re-form an economic development authority. I was asked to speak to what the HRA's role in housing and redevelopment is and how there is overlap from what an EDA does to what an HRA does. Tyler with BLAEDC was also there to speak to economic development support that he provides to their community. This was a good opportunity to meet this council's newer members and to give them insight into how the HRA can help their community.

Joint Powers Agreement Surrounding West Grove Townhomes

At our last board meeting in January there was discussion regarding what the joint powers agreement looked like between the County, CWC HRA and the Pequot Lakes HRA. I have included the executed joint powers agreement for your review, attached to my report.

Action Requested: No action requested, for informational purposes only

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Executed Copy

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
AMONG
HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE COUNTY OF CROW WING,
CROW WING COUNTY, MINNESOTA
AND
THE HOUSING AND REDEVELOPMENT AUTHORITY OF PEQUOT LAKES,
MINNESOTA**

This document was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

400724v4 CR195-11

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Exhibit A - Legal Description

AMENDED AND RESTATED JOINT POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (this "Agreement"), is made as of May 15, 2012, by and among the HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING (the "County HRA"), a public body corporate and politic and political subdivision of the State of Minnesota (the "State"), CROW WING COUNTY, MINNESOTA (the "County"), a political subdivision of the State and the HOUSING AND REDEVELOPMENT AUTHORITY OF PEQUOT LAKES, MINNESOTA (the "City HRA"), a public body, corporate and politic and political subdivision of the State of Minnesota.

RECITALS:

A. Pursuant to the authority to undertake a housing development project granted under Minnesota Statutes, Sections 469.001 to 469.047 (the "Act"), and pursuant to the authority for two or more governmental units to enter into an agreement to cooperatively exercise any power common to both entities, and to provide for the exercise of such power by one of the participating governmental units granted under Minnesota Statutes Section 471.59, the City HRA and the County HRA entered into a Joint Powers Agreement dated as of December 1, 2003 (the "Original Joint Powers Agreement"), in order to jointly undertake the acquisition and construction of an eight unit senior rental residential facility in the City (the "Project") on the property legally described on Exhibit A (the "Project Site").

B. To finance the cost of the Project, the County HRA issued its General Obligation Housing Revenue Bonds (Senior Housing Project), Series 2003A (the "Series 2003A Bonds"), pursuant to an Indenture of Trust (the "Indenture"), dated as of December 1, 2003, by and between the County HRA, the County and U.S. Bank National Association, St. Paul, Minnesota (the "Trustee").

C. The Series 2003 Bonds were expected to be paid from the gross revenues of the Project and if necessary from the special benefits tax of the City HRA, pursuant to Minnesota Statutes, Sections 469.033, Subd. 6 (the "Special Benefits Tax"), but were also secured by a pledge by the County HRA of the full faith and credit and taxing power of the County.

D. The parties hereto have determined that it is necessary and desirable for the reduction of interest cost and the adjustment of maturities of bonds that the County HRA issue its Governmental Development Refunding Bonds (Crow Wing County, Minnesota, Unlimited Tax General Obligation – West Grove Townhomes Project), Series 2012A (the "Bonds"), in the aggregate principal amount of \$1,290,000, to effect a full net refunding of the Series 2003A Bonds.

E. In connection with issuance of the Bonds, the parties hereto desire to more specifically detail certain rights and obligations of each of them with respect to the Project and the Bonds, and to amend and restate the Original Joint Powers Agreement in its entirety.

F. Any capitalized terms used, but not defined herein, shall have the meanings assigned to them under the Indenture.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the County HRA, the County and the City HRA, each party does hereby represent, covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, all capitalized terms not herein defined shall have the meaning set forth in the Indenture, and unless a different meaning clearly appears from the context:

“Act” means Minnesota Statutes, Sections 469.001 to 469.047, as amended.

“Agreement” means this Joint Powers Agreement, as the same may be from time to time modified, amended, or supplemented.

“Bonds” means the Governmental Development Refunding Bonds (Crow Wing County, Minnesota, Unlimited Tax General Obligation – West Grove Townhomes Project), Series 2012A (the “Bonds”), in the aggregate principal amount of \$1,290,000, be issued by the County HRA pursuant to this Agreement and the Financing Documents to effect a full net refunding of the Series 2003A Bonds.

“City” means the City of Pequot Lakes, Minnesota, a municipal corporation and political subdivision of the State and its successors and assigns.

“City HRA” means the Housing and Redevelopment Authority of Pequot Lakes, Minnesota, a public body corporate and politic and political subdivision of the State, and its successors and assigns.

“Closing” means the closing of the Bonds.

“County” means Crow Wing County, Minnesota, a municipal corporation and political subdivision of the State, and its successors and assigns.

“County HRA” means 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, and its successors and assigns.

“Event of Default” means an action described listed in Article VI of this Agreement.

“Financing Documents” means an Indenture of Trust and other documents relating to the issuance of the Bonds.

“Indenture” means the Indenture of Trust between the County HRA and U.S. Bank National Association as Trustee, dated May 15, 2012.

“Maturity Date” means the date that the Bonds, and any debt of the County HRA issued to refund the Bonds, have been paid in full in accordance with the terms thereof, and the County

has been repaid in full any amounts advanced by the County to pay debt service on the Bonds as provided in Section 3.3 hereof.

“Payment Obligation” shall have the meaning given such term under Section 3.8.

“Project” means the eight unit rental residential development project intended for seniors constructed and owned by the City HRA on the Project Site, and all related improvements.

“Project Site” means the real property owned by the City HRA upon which the Project was constructed, a legal description of which property is attached as Exhibit A to this Agreement.

“Project Revenues” means (i) all revenues and receipts derived by the City HRA or the County HRA from the operation of the Project including tenant rentals and all other moneys as may be paid to or on behalf of the City HRA or County HRA or to which the City HRA or County HRA may be entitled with respect to the Project (excluding security deposits), (ii) all proceeds from use and occupancy insurance and rental loss insurance, and (iii) investment earnings on the foregoing and on the Special Funds except as otherwise directed in the Financing Documents. Project Revenues shall not include Extraordinary Revenues received by the County HRA from pursuing its remedies for certain Events of Default, as such terms are defined in the Financing Documents.

“Revenues” means the (i) Project Revenues and (ii) the City HRA’s Special Benefits Tax.

“Special Benefits Tax” means the special benefits tax authorized by the City HRA or County HRA, as the case may be, pursuant to resolutions passed by the City Council and the County Board of Commissioners, respectively, authorizing the use of the special benefits tax, to the extent required and pledged under the Indenture, until the Maturity Date.

“State” means the State of Minnesota.

“Trustee” means U.S. Bank National Association, a national banking association duly established, existing and authorized to accept and execute trusts, with its principal office in St. Paul, Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the County HRA. The County HRA makes the following representations as the basis for the undertaking on its part herein contained:

(a) The County HRA is a public body corporate and politic and political subdivision of the State of Minnesota with the power to enter into this Agreement and carry out its obligations hereunder.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the County HRA is now a party or by which it is bound, or constitutes an event of default under any of the foregoing.

Section 2.2. Representations by the City HRA. The City HRA makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City HRA is a public body corporate and politic and political subdivision of the State of Minnesota with the power to enter into this Agreement and carry out its obligations hereunder.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the City HRA is now a party or by which it is bound, or constitutes an event of default under any of the foregoing.

Section 2.3. Representations by the County. The County makes the following representations as the basis for the undertaking on its part herein contained:

(a) The County is a political subdivision of the State of Minnesota with the power to enter into this Agreement and carry out its obligations hereunder.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the County is now a party or by which it is bound, or constitutes an event of default under any of the foregoing.

ARTICLE III

Project; Project Financing

Section 3.1. Project Construction. The City HRA is the fee owner of the Project Site. Construction of the Project was completed in 2004.

Section 3.2. [Intentionally Omitted.]

Section 3.3. City HRA Pledge of Project Revenues. The City HRA pledges to the County HRA, for the benefit of the holders of the Bonds, all Project Revenues as defined in the Indenture. All Project Revenues received by the City HRA, or received by any property manager for the Project for the account of the City HRA, shall be deposited by the City HRA or the property manager within three (3) Business Days following receipt in a receipts account which shall be established solely for that purpose by the City HRA and from which funds shall be transferred to the Trustee on the 15th day of each month according to Section 5.4 of the Indenture. The City HRA covenants to pay or cause to be paid or assigned to the Trustee all other Revenues and all Extraordinary Revenues attributable to the Project.

Section 3.4. City HRA Additional Covenants. The City HRA covenants with the County HRA that, while any Bonds are Outstanding:

(a) The City HRA neither has nor will encumber, assign, or pledge the Project Revenues or Extraordinary Revenues or sell, transfer, assign, pledge or otherwise dispose of or encumber any interest in the Project, except as expressly permitted in the Indenture and then only on a subordinate basis to the pledge of the County HRA under the Indenture;

(b) The City HRA will not terminate, surrender, or otherwise delegate its existence and authority as an independent governmental agency, if such action would have a material impact on the County HRA's obligations under the Indenture, except if required by applicable law or judicial determination.

(c) The City HRA will: (i) not take or permit any action to be taken on its behalf which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code (ii) continue to own the Project for the entire term of the Bonds, (iii) ensure that the Project is both a "housing development project" and a "qualified housing development project" pursuant to Sections 469.017 and 469.034, Subd. 2 of the Act, including ensuring that rents are set and tenants selected pursuant to Section 3.10 herein and Section 4.9 of the Indenture (iv) not allow the Project to be used for a private business use as defined in Section 141 of the Code, and (v) not take or permit any action to be taken on its behalf which would cause interest on the Bonds to become includable in gross income for purposes of federal income taxation under the Code;

(d) The City HRA will prepare or cause to be prepared, on behalf of the County HRA, all annual audits, budgets and cash flow projections of its funds and accounts created hereby or pursuant to the Financing Documents, specifically those required to be provided under Sections 4.13, 4.14 and 4.15 of the Indenture, and to make these open to inspection as may be

required by the County HRA or the Trustee.

(f) The City HRA will perform all obligation specified in Sections 4.3, 4.4, 4.5, and 5.3 of the Indenture.

(g) The City HRA assumes and makes, for the benefit of the County HRA, all warranties, representations, agreements, and covenants set forth in Section 12.9 of the Indenture.

(h) The City HRA will provide title insurance for the Project Site and pledges the proceeds thereof, if any, to the County.

(i) to collect monthly rents when due, but in any event not later than the 15th day of each month, and to ensure payment of these rents into the receipts account, for payment to the Trustee, pursuant to Section 3.3 of this Agreement.

Section 3.5. City HRA Special Benefits Tax. In Resolution No. 12-11, approved April 3, 2012, the City Council of the City consented to and approved the annual levy by the City HRA of its Special Benefits Tax to the extent it is needed to pay both of debt service on the Bonds and Operating Costs of the Project because of deficiencies in Project Revenues; provided that the levy in any year may not exceed to the maximum permitted under Minnesota Statutes Section 469.033, subd. 6 (the "Levy Act") in effect at the time of each levy. The parties acknowledge that as of the date of this Agreement, the maximum City HRA Special Benefits Tax under the Levy Act is .0185 percent of taxable market value in the City.

(a) The City HRA pledges to the County HRA, for the benefit of holders of the Bonds, the proceeds of the Special Benefits Tax in the amount that, together with Project Revenues, is sufficient to pay 105 percent of principal and interest when due on the Bonds. In the event the annual cash flow projection prepared by the City HRA for any Fiscal Year pursuant to Section 4.14 the Indenture indicates that Project Revenues available in such Fiscal Year will not be sufficient to pay 105 percent of principal and interest on the Bonds when due in such Fiscal Year, the City HRA will promptly take steps to levy the Special Benefits Levy in accordance with the Levy Act. The City HRA shall timely submit its annual budget to the City each year while the Bonds are Outstanding in accordance with the Levy Act, and shall include in each budget an amount at least equal to the lesser of (i) the deficiency calculated as described in this Section, or (ii) the maximum levy permitted under the Levy Act. The City HRA will pay proceeds of the Special Benefits Tax levied under this paragraph to the Trustee for deposit in the Revenue Fund in accordance with the Indenture. The Special Benefits Tax shall be deemed to be unrestricted and shall not be pledged to the payment of another obligation if such pledge would be on parity with or have priority over the pledge hereunder.

(b) the City HRA also pledges to the County HRA and the County, the proceeds of the Special Benefits Tax in the amount that, together with projected Project Revenues and the balance of funds in the Operating Fund, is sufficient to cover Operating Costs specified in the Budget for the subject Fiscal Year (all in accordance with the Budget and cash flow projection provisions described in Section 4.14 and 4.15 of the Indenture). The City HRA will pay proceeds of the Special Benefits Tax levied under this paragraph to the Trustee for deposit in the Operating Fund in accordance with the Indenture. The Special Benefits Tax levied under this

paragraph is subordinate to the Special Benefits Tax levied under paragraph (a) of this Section, but otherwise shall be deemed to be unrestricted and shall not be pledged to the payment of another obligation if such pledge would be on parity with or have priority over the pledge hereunder.

Section 3.6. County HRA Payment of Operating Cost Deficiencies. In Resolution No. dated April 10, 2012, the Board of Commissioners of the County consented to and approved the annual levy by the County HRA of its Special Benefits Tax of up to .0185 percent of taxable market value in the County and to the extent it is needed to pay Operating Costs of the Project, after application of the City HRA Special Benefits Tax to such deficiencies as described in Section 3.5(b) hereof. In the event that, after application of the City HRA Special Benefits Tax Levy under Section 3.5(b), the annual cash flow projection prepared by the City HRA for any Fiscal Year, will not be sufficient to pay cover Operating Costs specified in the Budget for the subject Fiscal Year, the County HRA will promptly take steps to levy the Special Benefits Levy in accordance with the Levy Act. The County HRA shall timely submit its annual budget to the County each year while the Bonds are Outstanding in accordance with the Levy Act, and shall include in each budget an amount at least equal to the lesser of (i) the deficiency in Operating Costs calculated as described in this Section, or (ii) the maximum levy permitted under the Levy Act. The County HRA will pay proceeds of the Special Benefits Tax to the Trustee for deposit in the Operating Fund in accordance with the Indenture. The pledge of the County HRA's Special Benefits Tax in any year through the Maturity Date is subject and subordinate to any prior obligation or contract secured by the Special Benefits Tax.

Section 3.7. Bonds of the County HRA. The County HRA, with the cooperation of the County, will issue the Bonds pursuant to Section 469.034, Subd. 2(f) of the Act and Minnesota Statutes, Chapter 475, as further described herein, and will deposit certain proceeds thereof with the Escrow Agent for investment and disbursement in order to pay debt service on and redeem the Series 2003A Bonds on January 1, 2014. The Bonds will be secured by a lien on Project Revenues, by the Special Benefits Tax of the City HRA and by a pledge of the full faith and credit and taxing power of the County.

Section 3.8. Reimbursement of County and County HRA. Revenues will be applied by the County HRA and the Trustee as provided in Article Five of the Indenture. Any amounts released to the County HRA in any year from the Surplus Fund established under the Financing Documents, and any operating income received by the County HRA or the City HRA from the Project following the date on which the Bonds have been paid in full and the Indenture has been discharged, will be applied by the County HRA in the following order:

First, to the extent pledged to the Bonds, to the trustee or paying agent to pay any fees or charges then due;

Second, to repay to the County advances, if any, that the County shall have made from its own resources to pay debt service on the Bonds pursuant to the pledge by the County HRA of the County's full faith and credit to the Bonds (which pledge was approved by the County in Resolution No. 2012-23 on April 10, 2012), together with interest from the date of any such advance until repaid, at a rate equal to the yield rate of the Bonds, all subject to the limitations

set forth in the Indenture, and which repayment obligation shall be referred to in this Agreement as a "Payment Obligation";

Third, to repay to the County HRA advances, if any, that the County HRA shall have made from its Special Benefits Tax, levied pursuant to the pledge in Section 3.6 herein and the Indenture, to cover any shortfall in the Operating Fund, as defined in the Financing Documents, together with interest from the date of any such advance until repaid, at a rate equal to the yield rate of the Bonds, all subject to the limitation set forth in the Indenture;

Fourth, to fund the Operating Fund and Repair and Replacement Fund as defined in the Financing Documents and as established by the County HRA for the Project; and

Fifth, the City HRA shall retain all Surplus Revenues and shall apply the same for any purpose authorized by law.

Section 3.9. Project Management. The City HRA will either manage the Project itself or with the prior, written approval of the County HRA, will cause the Project to be managed only by an established, experienced professional management company.

Notwithstanding the foregoing, during any period when there is an outstanding Payment Obligation, or during any period for which cash flows prepared pursuant to the Financing Documents project that the Revenues available to pay debt service on the Bonds will not be at least 110% of the amount required therefore, the County shall have the right upon prior written notice to the City HRA, County HRA and the Trustee for the Bonds, and following a six-month opportunity to cure such deficiency, to direct the control, management and operation of the Project. In such event the County may in its sole discretion, operate and manage the Project itself or retain a professional management company.

Section 3.10. Income Limitations. The City HRA and County HRA, having determined that the Project is necessary to alleviate a shortage of decent, safe and sanitary housing for low and moderate income persons, and having defined "low and moderate income" as no more than 120 percent of the median income in the County, agrees to the following:

(a) All units in the Project will be occupied or available for occupancy by persons whose incomes do not exceed 120 percent of the County median income, adjusted for family size.

(b) The income limitation expressed in Section 3.10(a) must be satisfied from initial occupancy of any of the units in the Project through the Maturity Date.

(c) Upon request of the County HRA or County, the City HRA shall deliver or cause to be delivered written evidence satisfactory to the County HRA or County of compliance with the covenants in this Section. This evidence must include documentation of the household income of each of qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits and certification that the income

documentation is correct and accurate. In determining compliance with this Section, the City HRA must use the most recent available County median income.

Section 3.11. Senior Limitations. The City HRA and County HRA, having determined that the Project is necessary to alleviate a shortage of decent, safe and sanitary housing for elderly persons, agrees to the following:

(a) All units in the Project will be occupied or available for occupancy by persons or families at least one of whom who is at least 55 years of age.

(b) The age limitation expressed in Section 3.11(a) must be satisfied from initial occupancy of any of the units in the Project through the Maturity Date.

(c) Upon request of the County HRA or County, the City HRA shall deliver or cause to be delivered written evidence satisfactory to the County HRA or County of compliance with the covenants in this Section.

Section 3.12. Waiver of Senior or Income Limitations. Notwithstanding anything to the contrary in Sections 3.10 and 3.11 hereof, the City HRA may permit the occupancy of any unit by the following persons:

(a) A person or household that does not meet the age limitations under Section 3.11, but whose median income is no more than 80 percent of County median income, adjusted for family size; or

(a) A person or household of any age, and without regard to income limitations, but only if the County HRA finds that: (i) the Project is experiencing unanticipated vacancies resulting in insufficient revenues, because of changes in population or other unforeseen circumstances; and (ii) a tax levy the County (by reason of the County's general obligation pledge to the Bonds) will be necessary to pay debt service on the Bonds if non-elderly individuals or families with higher incomes are not admitted.

Before entering into a lease with any individual or family under paragraph (a) or (b) of this Section, the City HRA shall deliver to the County HRA written evidence of compliance with this Section.

Section 3.13. Prior Approval and Notices.

(a) The County HRA shall submit to the County and City HRA for prior written approval any proposed decisions with respect to the optional redemption of the Bonds, and shall submit to the County and City HRA for prior written approval any proposed decisions under the Financing Documents that adversely affect the ongoing existence or operation of the Project, including without limitation, any decision regarding the restoration of the Project or the redemption of Bonds in the event of casualty loss.

(b) The County HRA shall send to the County and the City HRA, and the City HRA shall send to the County and the County HRA, a copy of each and any report required to be made regarding the Project pursuant to the Financing Documents.

(c) The City HRA shall submit to the County HRA on an annual basis copies of any reports or other information provided pursuant to the required annual audit of the City HRA, and shall submit to the County HRA for prior written approval any proposed decisions to expend \$25,000 or more on a capital expense item or on any other single expenditure item.\

(d) The County HRA shall submit to the City HRA for prior written approval any directions to the Trustee regarding investment of any fund held by the Trustee under the Indenture.

ARTICLE IV

Insurance; PILOT

Section 4.1. Insurance. (a) The City HRA will provide and maintain at all times during the construction of the Project an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the County HRA or the County, furnish the County HRA or the County with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the County HRA and the County shall be protected in accordance with a clause in form and content satisfactory to the County HRA and the County;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

(b) Upon completion of construction of the Project and while the Bonds remain outstanding, the City HRA shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the County HRA or the County shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Project under a policy or policies covering such risks as are ordinarily insured against by similar businesses;

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the County HRA and the County as additional insureds; and

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the City HRA, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the City HRA may, if permitted by law, be self-insured with respect to all or any part of its liability for workers' compensation .

(c) All insurance required in this Article IV shall be taken out and maintained in responsible insurance companies selected by the City HRA which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the City HRA will deposit annually with the County HRA and the County policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV of this Agreement, each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the City HRA, the County HRA and the County at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, the City HRA may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the City HRA shall deposit with the County HRA and the County a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Project.

(d) As directed by Section 5.5 of the Indenture, proceeds of insurance or a condemnation award for the Project that exceed \$25,000 shall be paid directly to the County HRA and applied by the City HRA, together with other moneys available to the City HRA or County HRA for such purpose, to repair or rebuild the Project or for such use as provided for in the Indenture.

Section 4.2. PILOT. The Project will be subject to a payment in lieu of taxes based on actual shelter rents charged for units in the Project (regardless of any subsidies provided to individual tenants) pursuant to Sections 469.040 and 272.01, as provided by law, and at least until the Maturity Date.

ARTICLE V

Events of Default

Section 5.1. Events of Default Defined. The term “Event of Default” shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by any party to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs, the non-defaulting party, after providing 30 days written notice to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said 30 days or, if the Event of Default is by its nature incurable within thirty days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible, may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle any party to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article V.

Section 5.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE VI

Additional Provisions

Section 6.1. Conflict of Interests; Representatives Not Individually Liable. The County HRA, the County, and the City HRA and, to the best of their respective knowledge, each represent and agree that no member, official or employee of their respective bodies 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 which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the County HRA, the County, or the City HRA shall be personally liable with respect to any other party, or any successor in interest, in the event of any default or breach by the County HRA, the County, or the City HRA or for any amount which may become due to the other party or successor or on any obligations under the terms of this Agreement.

Section 6.2. Equal Employment Opportunity. The City HRA, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 6.3. Restrictions on Use. The City HRA agrees for itself and its successors and assigns: (a) it shall use the Project as a “qualified housing development project” for elderly persons, pursuant to Section 469.034, Subd. 2 of the Act, as long as any Bonds remain outstanding; and (b) it shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease or rental, or in the use or occupancy of the Project or any improvements erected or to be erected thereon, or any part thereof.

Section 6.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested or delivered personally; and

(a) in the case of the County HRA, is addressed to or delivered personally to the County HRA at 326 Laurel Street, Brainerd, Minnesota; and

(b) in the case of the County, is addressed to or delivered personally to the County at 326 Laurel Street, Brainerd, Minnesota; and

(c) in the case of the City HRA, is addressed to or delivered personally to the City HRA at P.O. Box 243, Pequot Lakes, Minnesota;

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 6.5.

Section 6.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.7. Recording. The County HRA may record this Agreement and any amendments thereto with the Crow Wing County Recorder.

Section 6.8. Bank Qualification. For purposes of to Section 265(b) of the Internal Revenue Code of 1986, as amended, the parties hereto irrevocably agree that there shall be allocated to the County HRA the full principal amount of the Bonds.

The County HRA hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, allocated to the County HRA, pursuant to Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended. In that connection, the County HRA and the County make the following factual statements and representations:

- (a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (b) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds other than qualified 501(c)(3) bonds) which will be issued by the County HRA (and all subordinate entities of the County HRA) during calendar year 2003 will not exceed \$10,000,000; and
- (c) not more than \$10,000,000 of obligations issued by the County HRA during calendar year 2003 have been or will be designated for purposes of Section 265(b)(3) of the Code.

Section 6.9. Small Issuer Rebate Allocation. The County hereby certifies as follows:

- (a) The County HRA is a subordinate entity of the County within the meaning of Section 148(f) of the Code and applicable Treasury Regulations thereunder (the "Regulations").
- (b) The County irrevocably allocated a portion of the County's \$5,000,000 size limitation for calendar year 2003 for the purposes of the "small issuer rebate exception" under Section 148(f)(4)(D) of the Code, which allocation was in the amount of \$1,280,000, which was the original principal amount of the Series 2003A Bonds.
- (c) The County ratifies its finding that the allocation bears a reasonable relationship to the benefits received by the County from the Series 2003A Bonds, taking into account the manner in which: (1) proceeds of the Series 2003A Bonds were to be distributed, (2) debt service on the Series 2003A Bonds was to be paid, (3) the Project financed by the Series 2003A Bonds was to be owned, (4) the use of the Project were to be shared and (5) the costs of operation and maintenance were to be shared.

(d) Accordingly, the parties agree and understand that the Bonds are eligible for the small issuer rebate exception because:


(i) the Series 2003A Bonds were eligible for that exception, due to the County's allocation described above.

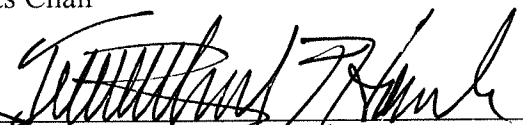
(ii) the average maturity date of the Bonds is not later than the average maturity date of the Series 2003A Bonds; and

(iii) none of the Bonds have maturity date that is later than the date that is 30 years after the date of issue of the Series 2003A Bonds.

IN WITNESS WHEREOF, the County HRA, the County, and the City HRA have each caused this Agreement to be duly executed in their respective names and behalf and their respective seals to be hereunto duly affixed as of the date first above written, with actual execution on the dates set forth below.

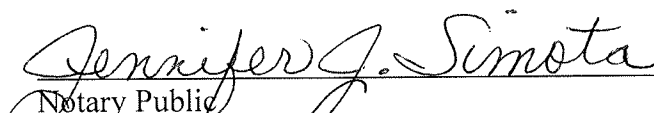
HOUSING AND REDEVELOPMENT
AUTHORITY IN AND FOR THE
COUNTY OF CROW WING

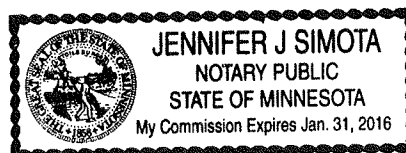
By 
Its Chair

By 
Its Executive Director

STATE OF MINNESOTA)
)
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this day of 5-21, 2012
by Kneeland and Houle, the Chair and Executive Director,
respectively, of the Housing and Redevelopment Authority in and for the County of Crow Wing,
a public body corporate and politic, on behalf of the County HRA.


Notary Public



HOUSING AND REDEVELOPMENT
AUTHORITY OF PEQUOT LAKES,
MINNESOTA

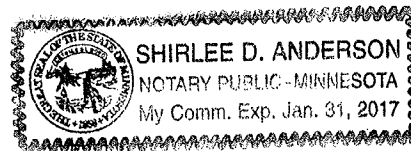
By Robert Peterson
Its Chair

By Barb Carlson
Its Executive Director

STATE OF MINNESOTA)
)
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this 15th day of May, 2012 by Robert Peterson and Barb Carlson, the Chair and Executive Director, respectively, of the Housing and Redevelopment Authority of Pequot Lakes, Minnesota, public body corporate and politic, on behalf of the City HRA.

Shirlee D. Anderson
Notary Public



CROW WING COUNTY, MINNESOTA

By

Its Chair

By

Its County Auditor

STATE OF MINNESOTA)
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this 22nd day of May, 2012
by Houge and Borden, the Chair and County Auditor,
respectively, of Crow Wing County, Minnesota, a public body corporate and politic, on behalf of
the County.

Notary Public

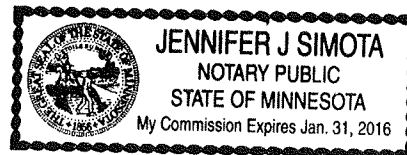


Exhibit A

Project Site Legal Description

Lot 4, Lot 5, Lot 6, and the North 140.00 feet of Lot 1, Lot 2, and Lot 3, all in Block One, Schraders Addition to Pequot, Crow Wing County, Minnesota, and all that part of the 20-foot alley, said plat, abutting said lots 4, 5, and 6.



Housing & Redevelopment Authority

To: CWC HRA Board Members
From: Eric Charpentier, Executive Director
Date: February 14th, 2023
Re: Housing Trust Fund Report

We continue to receive applications for our 3 primary programs. We are currently working on 2 owner occupied rehab loans that have been approved as well as one down payment assistance loan. We have reached out to our applicant that submitted an application for our new development program to request further information from them as they are a first time developer. Per our guidelines for new development, if the proposed developer does not have prior experience, we do require the applicant to partner with another group that does have development experience in hopes of mitigating the risk of the project. We continue to work with the applicant to work through our guidelines with them.

Per the Housing Trust Fund ordinance, we are required to submit an annual report to the County on the activities undertaken throughout the previous year, within 30 days of the close of the fiscal year. This annual report was submitted to County Administrator Houle on January 31st this year. A copy of that report is attached.

Action Requested: No action requested, for information only.

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Housing & Redevelopment Authority

January 31st, 2023

Tim Houle, Crow Wing County Administrator
Historic Court House
326 Laurel Street
Brainerd, MN 56401

Re: Crow Wing County Housing Trust Fund Annual Report

Dear Mr. Houle:

Per the Ordinance Establishing a Housing Trust Fund in Crow Wing County (Ordinance No. 2001), adopted by the Board of Crow Wing County Commissioners, "The HRA shall within thirty (30) days following the close of each fiscal year prepare and submit an annual report to the County on the activities undertaken with funds from the Trust Fund." Following is a summary of the Crow Wing County HRA's work with the housing trust fund in 2022.

Housing Trust Fund (HTF) Loan Servicing— In 2022 we have continued to work with Mid Minnesota Federal Credit Union as they get our programs added into their system to allow them to service our loans. MMFCU sees these types of partnerships fitting into their core values as an organization and we are very appreciative to have their expertise.

Housing Trust Fund Loan Agreement and Documentation— We finalized the documentation for all of our loan programs in anticipation of closing the first housing trust fund loans during the year. We have contracted with a legal firm for this expertise and have had a loan note, mortgage and repayment agreement drafted for each program. Our team has decided that all three documents will be filed with the County for each loan closing to help ensure that the terms and repayment agreement are easily accessible to both our borrowers and to the public.


Program Marketing and Outreach — Our team continued to meet with strategic partners, local units of government as well as community groups in 2022 to educate these leaders on the availability of our programs. I was invited to attend a meeting of local city administrators to promote our program and how we can help their residents to maintain and rehabilitate their current homes as well as how we can partner with these local units of government to encourage developers to build additional housing units in their communities. In December I presented information at a central Minnesota housing summit on the need we are seeing for additional housing units in our County as well as how, through the creation

of this trust fund, we are able to encourage and entice further housing development. We continue to attend numerous City Council meetings across the County, EDA meetings through our local municipalities as well as other targeted groups that are trying to find solutions to our housing issues. Staff continues to meet with interested developers on both single-family development and larger multifamily projects and promote our trust fund as a key tool in funding projects throughout the County. We will continue to attend meetings and aggressively market our programs to these groups and to the community as we increase the number of loans in our portfolio.

Trust Fund Loans and Impact – We were able to close our first loans in 2022, the first of which occurred in July. Throughout the 2nd half of the year our staff closed and funded seven loans utilizing two of our loan programs. Three of these loans were through our down payment assistance program which helped three homeowners purchase homes in the County. Four of the loans were for owner occupied rehabilitation of their homes. These rehab projects helped provide funding to repair or replace safety hazards in their homes which will help to maintain these housing units into the future. The total amount of funding that was approved and loaned out in 2022 was \$154,359.00. We also received our first applicant for our development loan program at the end of 2022. We do have additional developers that have inquired and expressed interest in this program, and we do believe that there will be 2-3 larger multifamily projects that will apply for funding next year. As we look towards 2023 we do have a number of loans that are in our pipeline in various stages of completion. We feel that these programs have momentum now and our staff feels optimistic about funding more projects in the next 12 months.

Thank you again for your continued support of the Crow Wing County HRA as we invest these funds back into the community to make a positive impact in the housing stock.

Sincerely,



Eric Charpentier
Executive Director



Housing & Redevelopment Authority

To: Brainerd HRA Board Members
 From: John Schommer, Rehab Director
 Date: February 7, 2023
 Re: Rehab Programs Report

SE Brainerd SCDP Preliminary Proposal

We received 13 interest letters for owner-occupied single-family rehab and 3 interest letters from 2 different property owners for single-family rental rehab by the due date for the 2023 SCDP Preliminary Proposal that we submitted on behalf of the City of Brainerd. Based off these responses we proposed 5 units of single-family owner-occupied rehab and 2 units of single-family rental rehab. The tentative determination date is February 21st. Proposals are categorized as competitive, marginally competitive, or not competitive, if our proposal is deemed as competitive or marginally competitive, we will be allowed to submit a formal application which would be due May 1st.

NE Brainerd FY18 SCDP Grant

We received the final FY18 SCDP Grant Closeout Adjustment Notice today formally closing out the grant with DEED, this is the final step for this grant.

Jenkins SCDP Grant

We have a meeting set up with the mayor and city clerk to strategize how we can get more participation from homeowners.

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 | 17 | 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 | | 1 | | 1 |
| | | | | |
| Total | | | | 2 |

2. CURRENT PROJECTS IN PROCESS

| | HTF | MHFA | SCDP | Total |
|---------------------|-----|------|------|-----------|
| City of Brainerd | 3 | 2 | | 5 |
| County of Crow Wing | 1 | 2 | 4 | 7 |
| County of Morrison | | 1 | | 1 |
| | | | | |
| Total | | | | 13 |

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 | | | | | | 2 | |

5. HOUSING TRUST FUND

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

6. MINNESOTA HOUSING

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

7. OVERALL CURRENT LOAN APPLICATION/PROJECT OUTLINE

| | HTF | MHFA | SCDP | Total |
|---------------------------------|-----|------|------|-------|
| Application Requested | 3 | 3 | | 6 |
| Application Received/Collection | 1 | 1 | 1 | 3 |
| Inspection Scheduled | | | | |
| Work Write Up/Review Proof | 1 | | | 1 |
| Out for Bid | | | | |
| Pre-Bid Meeting | | | | |
| Closing/Signing Paperwork | | | 1 | 1 |
| Under Construction | 2 | 3 | 4 | 9 |
| | | | | |
| Total | 7 | 7 | 6 | 20 |

8. COMPLETED OO PROJECTS 2022

| | HTF | MHFA | SCDP | Total |
|---------------------|-----|------|------|-------|
| City of Brainerd | 1 | 1 | | 2 |
| County of Crow Wing | 1 | 4 | 3 | 8 |
| | | | | |
| Total | | | | 10 |

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

STAFF TIME - January



Date Range: 1/1/2023 - 1/31/2023

| Project | Task | Date | Comment | Hours | Amount |
|--|------------------------|-----------|---|-------|------------|
| Crow Wing County HRA | | | | | |
| CWC HRA-Redev | Redevelopment Projects | | | | |
| E-mail | E-mail Correspondence | | | 13.00 | \$1,950.00 |
| | | | | 13.00 | \$1,950.00 |
| | | 1/3/2023 | video conference call with developer in Duluth area regarding single family and multifamily projects for the Brainerd community. Discussed properties and financing assistance from the city. | 2.00 | \$300.00 |
| | | 1/5/2023 | email communication with Duluth developer regarding site visit and properties the developer wanted to see. Communication involved multiple parties to provide options on land and city assistance and what incentives are in place. | 2.50 | \$375.00 |
| | | 1/9/2023 | email and phone communication regarding redevelopment project in Crosby, this particular project needs funding assistance through state program to assist with demolition. | 1.50 | \$225.00 |
| | | 1/10/2023 | email and phone correspondence with potential developers in Cuyuna Range. Project is currently designed to address single family housing in the region. Developer is currently working to secure property for development. | 2.00 | \$300.00 |
| | | 1/17/2023 | email communication with staff representatives regarding demolition funds that are available for Emily redevelopment project. | 1.50 | \$225.00 |
| | | 1/23/2023 | email communication w/Brainerd childcare project in redevelopment building. Project cost are exceeding original estimates and project is being put on hold. Funding was coming from local and state sources. | 1.50 | \$225.00 |
| | | 1/24/2023 | email and virtual presentation to development group regarding financing opportunities that are available for multiple projects being developed in Crow Wing County. Discussions centered around the Housing Trust Fund and the Unified Fund | 2.00 | \$300.00 |
| Mtgs | Meetings | | | 50.50 | \$7,575.00 |
| | | | | 50.50 | \$7,575.00 |
| | | 1/3/2023 | Development meeting to discuss opportunities in Crow Wing County. Review of available land in the county, but also on the edge of both Crow Wing and Cass County | 3.00 | \$450.00 |
| | | 1/4/2023 | Redevelopment meeting regarding projects in downtown Brainerd. Staff meetings w/2 groups that are moving forward with redevelopment projects. | 2.50 | \$375.00 |
| | | 1/5/2023 | Brainerd EDA meeting w/discussion around Main Street Revitalization grant projects. Staff meeting with airport development projects. | 4.50 | \$675.00 |
| | | 1/6/2023 | BLAEDC staff attending housing meetings w/college and looking for opportunities for development. Staff providing content to the overall need in the region for housing. | 3.00 | \$450.00 |
| | | 1/9/2023 | BLAEDC staff attending meeting with developer for single family and multi family housing project in Crow Wing County. This project is expected to deliver over 150 units of housing in the county and slated to break ground this summer or fall. Reviewed plans and discussed financing options for development. | 3.50 | \$525.00 |
| | | 1/10/2023 | BLAEDC staff meeting and tour of the YMCA building that is being redeveloped for a new childcare center. Meeting involved staff from local, state and federal government to discuss this project and other development needs in the city of Brainerd. | 3.50 | \$525.00 |
| Crow Wing County HRA Board Meeting Packet~Tuesday, February 14th, 2023 | | | | 3.00 | \$450.00 |

Meeting w/developer regarding opportunities in 3 communities located in Crow Wing County. Toured sites and provided financing opportunities to the developer as they look to add single family and multi family housing to the region.

| | | | |
|-----------|---|------|----------|
| 1/16/2023 | BLAEDC staff meeting with Emily childcare provider on moving project forward. Funding has been approved for project which is a large redevelopment project in the city of Emily. Reviewed financial projections with provider as well as demolition costs of project. This will also add 35 slots of childcare in the city. | 3.00 | \$450.00 |
| 1/17/2023 | Attended and participated in Pequot Lakes EDC meeting where we are finalizing the purchase agreement with developer to build multi-family housing in the city. Prepared reports and staff time to attend and present at the meeting. | 4.00 | \$600.00 |
| 1/18/2023 | Meetings w/developer regarding Baxter housing projects to review financing and opportunities to add to project size and review plans with developers. | 2.50 | \$375.00 |
| 1/20/2023 | Housing meeting w/developer from Duluth for Brainerd projects, meeting w/city staff, HRA director, also toured the area with developer to identify potential sites for development. Attended a development meeting w/local staff to review potential development. | 6.00 | \$900.00 |
| 1/24/2023 | Meeting w/Crosslake EDA and city elected officials regarding incentives and developer needs regarding 35 unit multifamily housing project. Developer needs assistance from the city for project to meet projections. | 3.00 | \$450.00 |
| 1/25/2023 | BLAEDC staff meeting with new client in Jenkins that has a purchase agreement in place to purchase a building for a full redevelopment and convert building into an adult and childcare facility. Project costs were reviewed along with business plan and financial projections. | 3.50 | \$525.00 |
| 1/26/2023 | Development meeting with representatives from firm that is currently bidding redevelopment of childcare center in Brainerd. Reviewed scope of project and timing of completion. As noted, this project is located in downtown Brainerd and will add 44 additional childcare slots to the region | 2.50 | \$375.00 |
| 1/31/2023 | In person meeting with local developer in Crosby who is working through plans and financing to purchase existing historic property located in Ironton for redevelopment. Project scope will have projects costs exceed 1 million dollars. Reviewed plans and financing options for the building. | 3.00 | \$450.00 |

| | | |
|--|--------------|-------------------|
| <i>Redevelopment Projects Subtotal</i> | 63.50 | \$9,525.00 |
| Crow Wing County HRA Subtotal | 63.50 | \$9,525.00 |
| Grand Total | 63.50 | \$9,525.00 |

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