



Housing & Redevelopment Authority

## Crow Wing County HRA Board Meeting Agenda

5:00pm Tuesday September 12<sup>th</sup>, 2023

**Crow Wing County Land Services Building Pine/Maple Meeting Room  
322 Laurel St. Brainerd, MN 56401**

Join from browser:

<https://brainerdhra.my.webex.com/brainerdhra.my/j.php?MTID=m86adf0eb9a5a386b4339d07d713f2991>

Join by phone: 415-655-0001

Meeting number (access code): 2551 186 4025

Meeting password: jJ7ufAj8WD2

*"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. APPROVAL OF AGENDA**
- 4. APPROVE MINUTES**
  - a. Approval of the Tuesday, August 8<sup>th</sup>, 2023 Meeting Minutes (*Attachment 1*) Pg. 3
- 5. REVIEW & ACCEPT FINANCIAL STATEMENTS** (*Attachment 2*) Pg. 7
  - a. CWC HRA Combined Balance Sheet August 2023
  - b. CWC HRA Combined Operating Statement August 2023
  - c. CWC HRA August 2023 Payments
- 6. UNFINISHED BUSINESS** (*Attachment 3*) Pg. 15
  - a. Strategic Goals Review
- 7. NEW BUSINESS** (*Attachment 4*) Pg. 19
  - a. Purchase and Redevelopment Agreement Between CWC HRA and Level Contracting

**8. REPORTS/UPDATES:**

- a.** Executive Director (*Attachment 5*) Pg. 43
- b.** Housing Trust Fund (*Attachment 6*) Pg. 51
- c.** Brainerd HRA/Rehab Programs (*Attachment 7*) Pg. 55
- d.** BLAEDC/CREDI (*Attachment 8*) Pg. 59
- e.** CWC

**9. COMMISSIONER COMMENTS**

**10. NEXT MEETING** Tuesday October 10<sup>th</sup>, 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)  
Jennifer Bergman, Commissioner - District 4 (12-31-25)



Housing & Redevelopment Authority

**Crow Wing County HRA  
BOARD MEETING MINUTES  
08/8/2023**

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, August 8th, 2023.

1. **CALL TO ORDER:** Chair Zachary Tabatt called the meeting to order at 5:00 p.m.
2. **ROLL CALL:** Present: Commissioners, Jennifer Bergman, Richard (George) Burton, and Zach Tabatt. Absent: Michael Morford & Michael Aulie.

**Others present:** Executive Director Eric Charpentier, Finance Director Karen Young, Rehab Director John Schommer, & Rehab Administrative Specialist Kristin Miller.

Guests: Lynn Kateenberger & Pat Dullum

3. **APPROVE AGENDA:**

**Moved and seconded by Commissioners Burton and Bergman to approve the agenda as presented for the August 8th, 2023, board meeting. Through a vote, all commissioners were in favor and none were opposed. The motion passed.**

4. **APPROVE MINUTES:**

**Moved and seconded by Commissioners Bergman and Burton to approve the minutes from the July 11th, 2023, & July 25th, 2023, board meetings. Through a vote, all commissioners were in favor and none were opposed. The minutes were approved.**

5. **FINANCIAL:**

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

*The financial information for July 2023 was presented by Karen Young.*

**Commissioner Bergman moved to approve the July financial statements as submitted, followed by a second from Commissioner Burton. Upon a vote, all commissioners were in favor and none were opposed. The motion carried.**

**CWC HRA Levy**

Reflected in the July General Fund Financial Statements is the deposit of \$140,374.61 in Property Tax Revenue (levy) for total first half deposits of \$436,504.57. The total levy amount for 2023 is \$748,320. The second half property tax settlement will be in December.

**Payment to BLAEDC**

Reflected in the July financial statements is the first half payment to BLAEDC in the amount of \$44,800 per the Agreement for Professional Services.

**Housing Trust Fund (HTF)**

Through July, there have been 16 HTF loans awarded for a total of \$1,318,375. Of this amount, \$282,317 has been expended out of the Fund towards these loans - as reflected in the July financials. Two additional Owner-Occupied Rehab loans have also been approved, but the projects have not been bid out yet – so the total loan amounts have not been determined. The maximum loan amount would be \$25,000 each. We have included a Housing Trust Fund Projection for the board to have a visual snapshot reflecting approved funding and loans.

**6. UNFINISHED BUSINESS:**

**7. NEW BUSINESS:**

**a. West Grove Townhomes Revenue Certificate**

*Presented by Karen Young.*

In 2003, the Crow Wing County HRA issued \$1,280,000 in General Obligation Housing Revenue Bonds which were used to construct 3 buildings consisting of 8 townhomes in Pequot Lakes. The townhomes provide housing to the elderly who would not be served by the private housing market or to non-elderly persons with incomes at or below 80% of the area median income. These bonds were refunded in 2012 for \$1,290,000 for a lower interest rate.

One of the requirements in the Joint Powers Agreement is that the Pequot Lakes HRA provides to the CWC HRA a cash flow projection for the following year on or before August 1st of each year. The CWC HRA must sign the Revenue Certificate indicating there will or will not be sufficient cash flow to pay 105% of the principal and interest on the bonds. If the cash flow is not sufficient enough to pay 105% of the principal and interest on the bonds, the City of Pequot Lakes must approve the HRA's levy to cover the difference.

**Commissioner Bergman moved to authorize the Executive Director to sign the Revenue Certificate indicating that, with the Pequot Lakes HRA levy, there will be cash flow sufficient to pay 105% of the principal and interest on the Bonds, followed by a second from Commissioner Burton. Upon a vote, all commissioners were in favor and none were opposed. The motion carried.**

**b. Lot Consolidation Request for Brainerd Oaks**  
*Presented by John Schommer.*

We received a request from Level Contracting to combine two lots they have already purchased, Lots 7 and 8, Block 2 in Brainerd Oaks. The request stems from the buyer of the home on Lot 7, Block 2 as they have concerns over yard space and have indicated they will only purchase the property if they are able to purchase the adjacent lot. Although the Purchase and Development Agreement does allow for combining lots identified in Schedule B, the Master Site Plan, these lots are not identified as lots to potentially combine. The initial developer did combine lots on two occasions however this developer has not requested to combine any lots until this point. The developer has built single family homes on 5 of the lots identified in the master PDA as being able to be combined so if this request is granted the number of homes that was originally forecasted will not be negatively impacted.

**Commissioner Burton moved to approve allowing the developer to combine Lots 7 and 8, Block 2 in Brainerd Oak, followed by a second from Commissioner Bergman. Upon a vote, all commissioners were in favor and none were opposed. The motion carried.**

**8. REPORTS:**

**a. Executive Director:**  
*Presented by Eric Charpentier.*

**Redevelopment of Former Thrifty White:**

The Brainerd HRA and City of Brainerd have both authorized the creation of a redevelopment TIF district in support of the redevelopment project in downtown Brainerd with the development company, DW Jones, Inc. The Brainerd HRA also applied to MN DEED for a redevelopment grant to help assist the developers with infrastructure costs and demolition costs associated with this project. This application was due on August 1st and we should learn if we were selected by mid-October. DW Jones, Inc has also submitted an updated application and request for funding through the Housing Trust Fund that was received on August 1st. Our staff will review the application and bring forward a presentation and recommendation for funding at our regularly scheduled meeting in September as we will have a better idea of what our levy funding for the trust fund will be for 2024 by that time.

**Update on Pequot Lakes HRA:**

Back in May the Brainerd HRA board reviewed and discussed the opportunity to partner with the Pequot Lakes HRA through a shared services agreement. At that meeting the board voted against moving forward with any type of services agreement at this time due to staffing capacity concerns for the Brainerd staff. I disseminated that information to their board chair in May to let them know. I apologize for inadvertently omitting that

from our June board meeting and wanted to let this board know of the decision to not proceed.

**b. Housing Trust Fund:**

*Presented by Eric Charpentier.*

Our budget levy request for 2024 will be presented to the Crow Wing County board of commissioners on Thursday August 10th at their budget committee meeting. Based off of board action and the discussion we had at our meeting on July 25th, the slide deck has been prepared for our presentation and was presented to for review.

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

*Presented by John Schommer.*

**SE Brainerd SCDP Preliminary Proposal**

We are still waiting to find out if our application for 8 units of owner-occupied rehab and 12 units of single-family rental rehab in SE Brainerd will be funded, we anticipate we will find out by the end of August.

**d. BLAEDC/CREDI:**

*Staff time billing reports were presented in the packet for July 2023.*

Tyler gave a brief overview of what is happening within BLAEDC & CREDI.

**e. CWC:**

Debby gave an overview of what is happening within the county.

- Many roundabouts have been completed countywide.
- [Get your vote in for your favorite veggie!](#)



**9. CWC HRA COMMISSIONER COMMENTS:**

**10. NEXT MEETING:** Tuesday, September 12th, 2023

**11. ADJOURNMENT:**

**Commissioner Bergman made a motion to adjourn the meeting. Commissioner Buton seconded the motion. All commissioners voted in favor of the motion, and none were opposed. The motion was approved, and the meeting was adjourned at 6:11 p.m.**



Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Karen Young, Finance Director  
Date: September 6, 2023  
Re: Review and Accept Financial Statements

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**Payment to CREDI**

Reflected in the August financial statements is the first half payment to Cuyuna Range Economic Development Inc. (CREDI) in the amount of \$12,875 per the Agreement for Professional Services.

**Housing Trust Fund (HTF)**

Through August, there have been 17 HTF loans awarded for a total of \$1,339,591. Of this amount, \$288,347 has been expended out of the Fund towards these loans - as reflected in the August financials. One additional Owner-Occupied Rehab loan has also been approved for \$25,000.

We have included a Housing Trust Fund Projection for the board to have a visual snapshot reflecting approved funding and loans.

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

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# Housing Trust Fund Projection

Levy Approved Total \$ 1,488,185.00

Interest Earned To Date \$ 10,665.00

## Loans Awarded

Rehabilitation	\$ 179,591.00
Down Payment Assistance	\$ 160,000.00
New Construction	\$ 1,000,000.00
Total	\$ 1,339,591.00

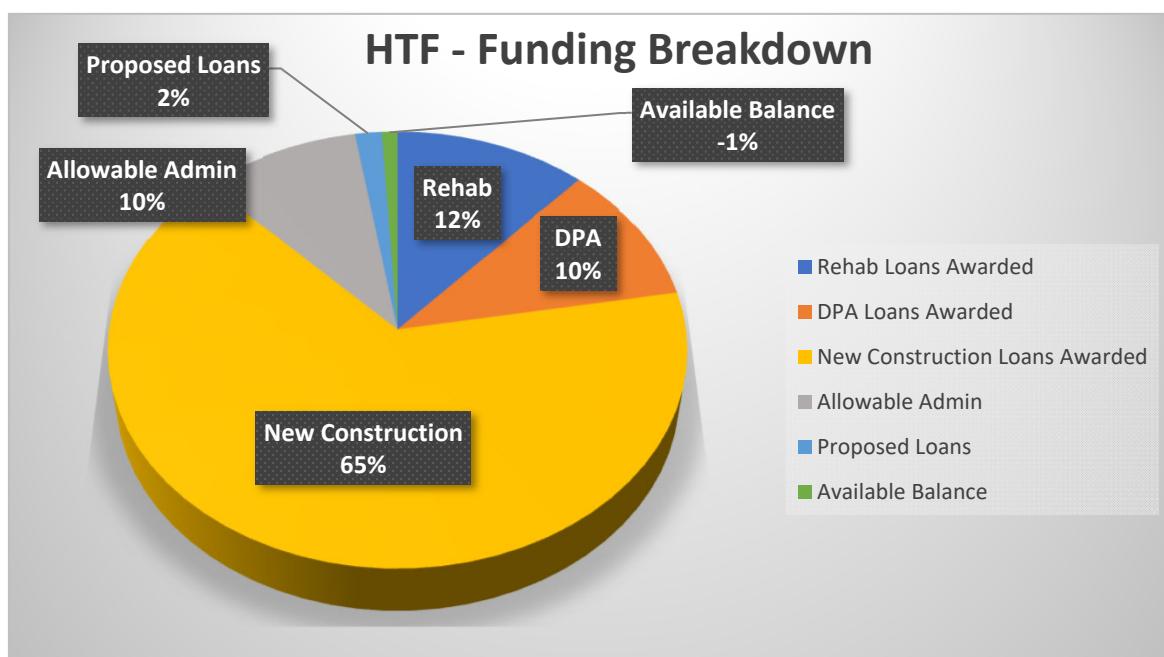
10% Allowable Admin \$ 148,818.50

Remaining Balance \$ 10,440.50

## Proposed

Rehab	\$ 25,000.00
Total	\$ 25,000.00

Available Balance \$ (14,559.50)



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Date/Time joe  
9/7/2023 11:11:08 AM

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

**Cumulative**

**ASSETS**

550-000-1129.210	Cash Gen Fund	307,513.23
550-001-1129.210	Cash CWC SCDP	87,803.95
551-002-1129.210	Cash RLF TIF	416,099.01
556-000-1129.210	Cash Development Fund	-13.77
557-000-1129.210	Cash Tax Forf Property	-4,105.33
558-000-1129.210	Cash HTF	1,189,126.86
551-002-1141.000	Loans Rec RLF TIF	10,263.33
558-000-1141.000	HTF Loan Receivable	288,347.00
556-000-1450.000	Land Held for Resale	173,436.66
<b>TOTAL ASSETS</b>		<b>2,468,470.94</b>

**LIABILITIES**

556-000-2600.000	Def Inflow of Res - Dev	-173,436.66
<b>TOTAL LIABILITIES</b>		<b>-173,436.66</b>

**SURPLUS**

550-000-2700-000	Net Income	-261,785.80
550-000-2806.000	Retained Earnings	-2,033,248.48
<b>TOTAL SURPLUS</b>		<b>-2,295,034.28</b>

**TOTAL LIABILITIES & SURPLUS**

**-2,468,470.94**

Proof	0.00
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Date: 9/7/2023  
 Time: 11:11:15 AM  
 joe

**Crow Wing County**  
**CWC HRA Combined Operating Stmt**  
**August, 2023**

**Page: 1**  
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	<b>Current Period</b>	<b>Current Year</b>	<b>Year To Date Budget</b>	<b>Variance</b>
<b>INCOME</b>				
550-000-3610.000 Investment Earnings	-2,539.69	-10,608.32	0.00	-10,608.32
550-000-3690.000 Other Revenue	0.00	-1,736.43	0.00	-1,736.43
550-000-3691.000 Property Tax Revenue	0.00	-436,504.57	-443,320.00	6,815.43
551-002-3610.000 RLF TIF Interest Rev	-709.96	-3,578.51	-546.64	-3,031.87
556-000-3696.000 Development Revenue	0.00	-53,439.63	-127,466.64	74,027.01
557-000-3696.000 TFP Revenue	0.00	0.00	-6,666.64	6,666.64
<b>TOTAL INCOME</b>	<b>-3,249.65</b>	<b>-505,867.46</b>	<b>-577,999.92</b>	<b>72,132.46</b>
<b>EXPENSE</b>				
550-000-4110.000 Administrative Salaries	450.00	2,100.00	3,000.00	-900.00
550-000-4130.000 Legal	0.00	0.00	6,666.64	-6,666.64
550-000-4140.000 Staff Training	0.00	355.00	1,000.00	-645.00
550-000-4150.000 Travel	0.66	157.90	166.64	-8.74
550-000-4171.000 Auditing Fees	0.00	9,005.77	7,980.00	1,025.77
550-000-4172.000 Management Fees	13,564.16	108,513.28	108,513.28	0.00
550-000-4190.000 Other Administrative	26.28	80.93	133.36	-52.43
550-000-4500.000 TIF Expense	36.50	36.50	400.00	-363.50
550-000-4510.000 Insurance	0.00	2,748.00	2,900.00	-152.00
550-000-4540.000 Employer FICA	34.44	160.77	233.36	-72.59
550-000-4590.000 Other General Expense	12,875.00	57,686.68	75,009.00	-17,322.32
550-001-4600.000 CWC SCDP Expense	0.00	0.00	13,333.36	-13,333.36
556-000-4600.000 Development Expense	4.59	54,117.60	127,466.64	-73,349.04
557-000-4600.000 TFP Expense	1.32	1,349.44	6,666.64	-5,317.20
558-000-4600.000 HTF Expense	5,694.64	7,769.79	26,666.72	-18,896.93
<b>TOTAL EXPENSE</b>	<b>32,687.59</b>	<b>244,081.66</b>	<b>380,135.64</b>	<b>-136,053.98</b>
<b>NET INCOME(-) OR LOSS</b>	<b>29,437.94</b>	<b>-261,785.80</b>	<b>-197,864.28</b>	<b>-63,921.52</b>

**Crow Wing County HRA****August 2023****Payments**

Payment Number	Payment Date	Vendor	Description	Check Amount
1007	8/10/2023	John Schommer	Mileage	\$ 16.38
25626	8/10/2023	Crow Wing Cty Recorder's Office	Recording Fee - HTF OOR	\$ 46.00
25628	8/10/2023	Cuyuna Range Economic Development Inc.	1st 1/2 of Funding 2023	\$ 12,875.00
25629	8/10/2023	Forum Communications Company	Public Hearing Notice	\$ 36.50
25638	8/10/2023	Jen-Tor Construction LLC	Contractor Pmt-HTF OOR Loan	\$ 5,884.00
25639	8/10/2023	Kennedy & Graven, Chartered	Legal - HTF	\$ 3,420.75
25640	8/10/2023	Kristin Miller	Mileage	\$ 15.08
25665	8/24/2023	Bremer Bank Credit Card	Councilors of Real Estate Tour	\$ 26.28
25678	8/24/2023	Kennedy & Graven, Chartered	Legal - HTF	\$ 2,349.00
<b>Total</b>				<b>\$ 24,668.99</b>

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Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: September 12<sup>th</sup>, 2023  
Re: Strategic Goals Review

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As has been discussed previously, the strategic goals worksheet is attached for the board to review. We have updated the status of the goals that we have been working on in the past few months. We will continue to get this in front of the board on a regular basis so that as we work through these goals the board can continue to give staff feedback and/or guidance on what goals they would like staff to focus on. Some of these goals will be ongoing throughout the two-year cycle.

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

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<h2 style="text-align: center;">2022-2024 CWC HRA Goals and Action Steps</h2> <h3 style="text-align: center;">Status Report</h3>		
Goal	Action Steps	Status
Goal 1: SMART goals for funding and programs/projects	Define goals for funding and programs/projects	<i>State of MN HTF Matching Dollars, County Affordable Housing Aid</i>
	Establish timeline for each program/project	<i>End of 2023/1<sup>st</sup> Quarter 2024</i>
	Define measurable success for each program/project	<i>TBD</i>
	Create written format for each goal	
Goal 2: Communications with counties, cities and other partners	Identify strategies/expectations with BLAEDC, per the MOU, for more focused results on CWC HRA initiatives such as HTF	<i>Direct Marketing to Developers that BLAEDC is in communication with to promote the use of the HTF. Ongoing</i>
	Use technology to make CWC HRA programs and opportunities known and easier to access	<i>Creating and updating presentation slides specifically for the HTF – In progress</i>
	Utilize professional presentations to highlight successes and increase networking	<i>Updating our presentation slide decks for CWC and the HTF – Presented in August '23</i>
	Explore administrative structure and synergy of HRAs within CWC	<i>BHRA board declined to continue discussions with PLHRA</i>
Goal 3: Improve housing quality and availability in Crow Wing County	Explore and support partners on housing and redevelopment initiatives with Housing Trust Fund (HTF) and possible pooling of funds	<i>Ongoing, There is a pool of funding potentially available through the Statewide Affordable Housing Aid program, state matching funds for local housing trust funds</i>
	Utilize HTF to purchase land that is not tax-forfeited	<i>HTF funding has been exhausted</i>
	Increase marketing for HTF and rehab programs available to all Crow Wing County residents	<i>Continuing to talk with lenders, real estate professionals and other partners to market the HTF programs.</i>
	Increase affordable housing inventory through active engagement with partners/developers	<i>Working with a number of developers on projects throughout the County to</i>

		<i>promote the use of the HTF for affordable housing creation. Ongoing</i>
	Explore additional grant opportunities to further this initiative	<i>Currently waiting on final guidance on a program through MN Housing on matching state funds with our levied dollars into the housing trust fund. RFP has not been released yet.</i>
Goal 4: Transfer land control for tax-forfeited properties to CWC HRA and market to developers through an RFP	Identify parcels in CWC for HRA to market to developers	<i>Created a document of available properties in Brainerd with the assistance of the City and BLAEDC to aid developers</i>
	Work with CWC TFPP to hold/convey land to CWC HRA for site control	<i>Ongoing and as requested</i>
	Work with municipalities to make parcels marketable through TFPP – ie. address existing assessments on TFP parcels	<i>We continue to work with the City of Brainerd and City of Baxter on this. Another area of focus will be Breezy Point</i>
	Execute RFP and enter into development agreements with developers	<i>Currently working on a TIF project through the Brainerd HRA on a redevelopment project in downtown Brainerd</i>
	Continue to market TFP lots to developers throughout CWC	<i>Recently sold 5 parcels in Baxter to a developer/builder. A developer is looking at purchasing another lot in Baxter for future multi family development</i>



Housing & Redevelopment Authority

**To:** CWC HRA Board Members

**From:** John Schommer, Rehab & Maintenance Director

**Date:** September 5<sup>th</sup>, 2023

**Re:** Purchase and Redevelopment Agreement Between CWC HRA and Level Contracting

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On Tuesday, July 25<sup>th</sup>, 2023 Level Contracting LLC requested to purchase six lots in Brainerd Oaks with a total purchase price of \$27,919.99, they would like to close on or before September 29<sup>th</sup>, 2023. Kennedy & Graven has drafted the Purchase and Redevelopment Agreement and corresponding resolution (see attached).

**Action Requested: Discuss Approving Resolution No. 2023-05, Approving the Purchase and Redevelopment Agreement between the Housing and Redevelopment Authority in and for the County of Crow Wing and Level Contracting LLC.**

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## PURCHASE AND REDEVELOPMENT AGREEMENT

Lot 8, Block 4, BRAINERD OAKS, Crow Wing County, Minnesota  
 Lots 18, 19, 20, 23 and 24, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota

1. **Parties.** This Purchase and Redevelopment Agreement (the “Agreement”) is made as of September 12th, 2023, between HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING, a public body corporate and politic under the laws of Minnesota having its office located at 324 East River Road, Brainerd MN 56401 (the “Seller”), and LEVEL CONTRACTING, LLC, a Minnesota limited liability company, having its principal office at 3495 Northdale Blvd. NW, Suite 200, Coon Rapids, MN 55448 (the “Buyer”).
2. **Offer/Acceptance.** Buyer offers to purchase and Seller agrees to sell real property in Crow Wing County, Minnesota, legally described as follows (the “Property”):

Lot 8, Block 4, BRAINERD OAKS, Crow Wing County, Minnesota  
 Lots 18, 19, 20, 23 and 24, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota

Check here if part or all of the land is Registered (Torrens)

3. **Acceptance Deadline.** This offer to purchase, unless accepted sooner, shall be null and void at 4:30 p.m. on September 13, 2023. (***1 day from date of this Agreement***)
4. **Price and Terms.** The price for the Property is \$27,919.99 (“Purchase Price”), allocated to each lot of the Property as shown on Exhibit A, which Buyer shall pay in full by certified check or wire transfer on the Date of Closing; provided, however, that Earnest Money (as defined in the Master Agreement described in paragraph 6), if available, shall first be applied to pay the Purchase Price. The “Date of Closing” shall be no later than \_\_\_\_\_, 2023.
5. **Personal Property Included in Sale.** There are no items of personal property or fixtures owned by Seller and currently located on the Property for purposes of this sale.
6. **Deed.** Upon performance by Buyer, Seller shall deliver a quit claim deed conveying title to the Property to Buyer, in substantially the form attached as Exhibit B, subject to the conditions subsequent required by Sections 15, 16, and 17 of this Agreement (the “Deed”), and further subject to the terms and conditions of the Master Purchase and Redevelopment Contract between the Seller and Paxmar-Brainerd, LLC dated as of September 13, 2016, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as document no. A-886215, as amended by a First Amendment thereto dated November 8, 2016 and a Second Amendment thereto dated as of March 14, 2017, as further amended by a Third Amendment thereto dated as of April 12, 2022, and an Assignment and Assumption

of Master Purchase and Redevelopment Contract dated October 8, 2019 (hereafter collectively referred to as the “Master Agreement”).

**7. Real Estate Taxes and Special Assessments.**

- A. Seller shall pay, at or before closing, all real estate taxes due and payable in 2022 and prior years. Real estate taxes for taxes payable year 2023 are exempt.
- B. Seller represents that there are no special assessments payable or pending as of the date of this Agreement. If a special assessment becomes pending after the date of this Agreement and before the Date of Closing, Buyer may, as Buyer’s option:
  - (1) Assume payment of the pending special assessment without adjustment to the purchase agreement price of the property; or
  - (2) Require Seller to pay the pending special assessment and Buyer shall pay a commensurate increase in the purchase price of the Property, which increase shall be the same as the estimated amount of the assessment; or
  - (3) Declare this Agreement null and void by notice to Seller, and earnest money shall be refunded to Buyer.

**8. Closing Costs and Related Items.** The Buyer will pay: (a) one-half the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement; (b) fees for title evidence obtained by Buyer; (c) the recording fees for this Agreement and for the Deed transferring title to Buyer; and (d) any transfer taxes. Seller will pay all other fees normally paid by sellers, including (a) Well Disclosure fees required to enable Buyer to record its deed from Seller under this Agreement, (b) one-half the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transaction contemplated by this Agreement, and (c) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees. The Purchase Price shall be allocated and disbursed as provided in Sections 3.2 (b) and (c) of the Master Agreement.

**9. Sewer and Water.** Seller warrants that city sewer is available at the Property line, and that city water is available in the right of way adjacent to the Property. Seller makes no warranty regarding the conditions of any existing water stub from the main to the Property line. Seller advises Buyer to inspect the condition of the water stub.

**10. Condition of Property.** Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property “AS IS.” Buyer has the right, at its own expense to take soil samples for the purpose of determining if the soil is suitable for construction of the dwelling described in section 14 below. If the soil is determined to be unacceptable the Buyer may rescind this agreement by written notice to

the Seller, in which case the agreement shall be null and void. Seller makes no warranties as to the condition of the Property.

**11. Marketability of Title.** As soon as reasonably possible after execution of this Agreement by both parties:

- A. Seller shall surrender any abstract of title and a copy of any owner's title insurance policy for the property, if in Seller's possession or control, to Buyer or to Legacy Title, Buyer's designated title service provider; and
- B. Buyer shall obtain the title evidence determined necessary or desirable by Buyer.

The Buyer shall have 20 days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The Seller shall have 30 days from the date of such objection to affect a cure; provided, however, that Seller shall have no obligation to cure any objections, and may inform Buyer of such. The Buyer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

**12. Title Clearance and Remedies.** If Seller shall fail to have title objections timely removed, the Buyer may, at its sole election: (a) terminate this Agreement without any liability on its part; or (b) take title to the Property subject to such objections.

If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options, as permitted by law:

- A. Cancel this contract as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this contract is a down payment note, and may be presented for payment notwithstanding cancellation;
- B. Seek specific performance within six months after such right of action arises, including costs and reasonable attorney's fees, as permitted by law.

If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

- C. Seek damages from Seller including costs and reasonable attorney's fees;
- D. Seek specific performance within six months after such right of action arises.

**13. Well Disclosure.** Seller's knowledge of wells is as follows:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the Property have not changed since the last previously filed well disclosure certificate.

**14. Individual Sewage Treatment System Disclosure and Methamphetamine Disclosure.**

Seller certifies that there is no individual sewage treatment system on or serving the Property. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

**15. Construction and Sale of Dwelling.** Buyer agrees that it will construct a new single family dwelling on each lot of the Property (each a "Lot"), intended for sale to a person or persons for residential occupancy (an "Owner Occupant"). This covenant shall survive the delivery of the Deed.

- A. Each single family dwelling described in this Section is referred to as the "Minimum Improvements."
- B. The Minimum Improvements shall consist of a new single family dwelling, and shall be constructed substantially in accordance with the Declaration of Covenants, Easements and Restrictions of record and applicable to each Lot, provided that approval of the building plans for such Minimum Improvements shall be evidenced by the issuance by the City of Brainerd of a building permit for the Minimum Improvements.
- C. Construction of the Minimum Improvements on each Lot must be substantially completed by one year from the Date of Closing. Construction of the Minimum Improvements on each Lot will be considered substantially complete when the final certificate of occupancy has been issued by the City of Brainerd building official.
- D. Promptly after substantial completion of the Minimum Improvements on each Lot in accordance with those provisions of this Agreement relating solely to the obligations of the Buyer to construct such Minimum Improvements (including the date for completion thereof), the Seller will furnish the Buyer with a Certificate of Completion, in the form attached hereto as Exhibit C, for the Minimum Improvements on such Lot. Such certification by the Seller shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Master Agreement, in this Agreement and in the Deed with respect to the obligations of the Buyer and its successors and assigns, to construct the Minimum Improvements on the applicable Lot and the dates for completion thereof.

The certificates provided for in this Section of this Agreement shall be in such form as will enable them to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the Seller shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Seller shall, within thirty (30) days after written request by the Buyer, provide the Buyer with a written statement, indicating in adequate detail in what respects the Buyer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Seller for the Buyer to take or perform in order to obtain such certification.

E. The Buyer represents and agrees that until issuance of the Certificate of Completion for the Minimum Improvements on each Lot:

(1) Except for any agreement for sale to an Owner Occupant, the Buyer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of the Seller's board of commissioners. Notwithstanding the foregoing, Developer may transfer or assign a Lot to a third-party builder for the purpose of construction of the Minimum Improvements on that Lot without the prior written consent of the Authority; provided that if Developer effects a such a Transfer to a third-party builder, Developer shall remain bound by all obligations with respect to the Property under this Agreement and the Master Agreement.

(2) If the Buyer seeks to effect a Transfer of any Lot with respect to this Agreement prior to issuance of the Certificate of Completion for that Lot, the Seller shall be entitled to require as conditions to such Transfer that:

(i) any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the Seller, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Buyer as to the portion of the Property to be transferred; and

(ii) Any proposed transferee, by instrument in writing satisfactory to the Seller and in form recordable in the public land records of Crow Wing County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of the Seller, have expressly assumed all of the obligations of the Buyer under this Agreement as to the portion of the Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Buyer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent

otherwise specifically provided in this Agreement or agreed to in writing by the Seller) deprive the Seller of any rights or remedies or controls with respect to the Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the Seller of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property that the Seller would have had, had there been no such transfer or change. In the absence of specific written agreement by the Seller to the contrary, no such transfer or approval by the Seller thereof shall be deemed to relieve the Buyer, or any other party bound in any way by this Agreement or otherwise with respect to the Property, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Property governed by this subsection E. shall be in a form reasonably satisfactory to the Seller.

(3) If the conditions described in paragraph (2) above are satisfied then the Transfer will be approved and the Buyer shall be released from its obligation under this Agreement, as to the portion of the Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (3) apply to all subsequent transferors.

(4) Upon issuance of the Certificate of Completion for a Lot, the Buyer may Transfer such Lot and/or the Buyer's rights and obligations under this Agreement with respect to such Lot without the prior written consent of the Seller.

F. The Buyer, and its successors and assigns, agree that they (a) will use the Minimum Improvements only as a single family dwelling, and in the case of an Owner Occupant, will occupy the Property as a residence, (b) will not seek exemption from real estate taxes on the Property under State law, and (c) will not transfer or permit transfer of the Property to any entity whose ownership or operation of the Property would result in the Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the City of Brainerd or Seller in accordance with this Agreement). **The covenants in this paragraph run with the land, survive both delivery of the Deed and issuance of the Certificate of Completion for the Minimum Improvements on each Lot, and shall remain in effect for ten years after the Date of Closing.**

**16. Revesting Title in Seller upon Happening of Event Subsequent to Conveyance to Buyer.**

In the event that subsequent to conveyance of the Property or any part thereof to the Buyer and prior to receipt by the Buyer of the Certificate of Completion for the Minimum Improvements on any Lot, the Buyer, subject to Unavoidable Delays (as hereafter defined), fails to carry out its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or abandons or substantially suspends construction work, and any such failure, abandonment, or suspension shall not be cured, ended, or remedied within thirty (30) days after written demand from the Seller to the Buyer to do so, then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Seller) the estate conveyed by the Deed to the Buyer, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Buyer shall be made upon, and that the Deed shall contain a condition subsequent to the effect that in the event of any default on the part of the Buyer and failure on the part of the Buyer to remedy, end, or abrogate such default within the period and in the manner stated in such subdivisions, the Seller at its option may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed to the Buyer, and that such title and all rights and interests of the Buyer, and any assigns or successors in interest to and in the Property, shall revert to the Seller, but only if the events stated in this Section have not been cured within the time periods provided above.

Notwithstanding anything to the contrary contained in this Section, the Seller shall have no right to reenter or retake title to and possession of a portion of the Property for which a Certificate of Completion has been issued.

For the purposes of this Agreement, the term "Unavoidable Delays" means delays beyond the reasonable control of the Buyer as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the Seller in exercising its rights under this Agreement) which directly results in delays. Unavoidable Delays shall not include delays in the Buyer's obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under this section of this Agreement.

**17. Resale of Reacquired Property; Disposition of Proceeds.** Upon the revesting in the Seller of title to and/or possession of the Property or any part thereof as provided in Section 16, the Seller shall apply the purchase price paid by the Buyer under Section 4 of this Agreement as follows:

- A. First, to reimburse the Seller for all costs and expenses incurred by the Seller, including but not limited to proportionate salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the Property or part thereof in connection with

such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charge during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the Seller assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of re vesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Buyer, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Minimum Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Seller by the Buyer and its successor or transferee; and

B. Second, to reimburse the Buyer for the balance of the purchase price remaining after the reimbursements specified in paragraph (a) above. Such reimbursement shall be paid to the Buyer upon delivery of an executed, recordable warranty deed to the Property by the Buyer to the Seller.

**18. Time is of the essence for all provisions of this Agreement.**

**19. Notices.** All notices required herein shall be in writing and delivered personally or mailed to the address shown at paragraph 1 above and, if mailed, are effective as of the date of mailing.

**20. Minnesota Law.** This Agreement shall be governed by the laws of the State of Minnesota.

**21. Specific Performance.** This Agreement may be specifically enforced by the parties, provided that an action is brought within one year of the date of alleged breach of this Agreement.

**22. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Seller or Buyer 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.

**23. No Merger of Representations, Warranties.** All representations and warranties contained in this Purchase Agreement shall not be merged into any instruments or conveyance delivered at closing, and the parties shall be bound accordingly.

**24. Recording.** This Agreement shall be filed of record with the Crow Wing County Registrar of Titles or Office of Recorder, as the case may be. Buyer shall pay all recording costs.

**25. No Broker Involved.** The Seller and represent and warrant to each other that there is no broker involved in this transaction with whom it has negotiated or to whom it has agreed to pay a broker commission. Buyer agrees to indemnify Seller for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Buyer, and Seller agrees to indemnify Buyer for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property arising out of any alleged agreement or commitment or negotiation by Seller.

In witness of the foregoing, the parties have executed this agreement on the year and date written above.

**SELLER: HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING**

By: \_\_\_\_\_  
Its Chair

By: \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA  
} ss.  
COUNTY OF CROW WING

The foregoing was acknowledged before me this \_\_\_\_\_ day of September 2023, by Zach Tabatt and Eric Charpentier, 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 under the laws of Minnesota, on behalf of the public body corporate and politic.

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Notary Public

**BUYER: LEVEL CONTRACTING, LLC**

By: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA

} ss.

COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of September 2023, by Mary Traufler, the \_\_\_\_\_ of Level Contracting, LLC, a Minnesota limited liability company, on behalf of the company.

---

Notary Public

This document drafted by:

Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402

## EXHIBIT A

### ALLOCATION OF PURCHASE PRICE BY LOT

Legal Description	PID	Price
<b>Lot 8, Block 4, BRAINERD OAKS</b>	41290567	\$4,868.10
<b>Lot 18, Block 5, BRAINERD OAKS</b>	41290543	\$5,297.64
<b>Lot 19, Block 5, BRAINERD OAKS</b>	41290542	\$4,581.74
<b>Lot 20, Block 5, BRAINERD OAKS</b>	41290541	\$3,579.49
<b>Lot 23, Block 5, BRAINERD OAKS</b>	41290538	\$4,724.92
<b>Lot 24, Block 5, BRAINERD OAKS</b>	41290537	\$4,868.10
<b>Total</b>		\$27,919.99

**EXHIBIT B**  
**FORM OF QUIT CLAIM DEED**

**Deed Tax Due: \$\_\_\_\_\_**

**ECRV: \_\_\_\_\_**

THIS INDENTURE, between the Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic (the "Grantor"), and Level Contracting, LLC, a Minnesota limited liability company (the "Grantee").

WITNESSETH, that Grantor, in consideration of the sum of \$27,919.99 and other good and valuable consideration the receipt whereof is hereby acknowledged, does hereby grant, bargain, quitclaim and convey to the Grantee, its successors and assigns forever, all the tract or parcel of land lying and being in the County of Crow Wing and State of Minnesota described as follows, to-wit (such tract or parcel of land is hereinafter referred to as the "Property"):

*Check here if part or all of the land is Registered (Torrens)*

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging.

**SECTION 1.**

It is understood and agreed that this Deed is subject to the covenants, conditions, restrictions and provisions of an agreement recorded with the Crow Wing County Recorder on March 17, 2017 as Document No. A-886215, entered into between the Grantor and Paxmar-Brainerd, LLC, on the 13th of September, 2016, identified as "Master Purchase and Redevelopment Agreement" as amended by a First Amendment thereto dated November 8, 2016, and a Second Amendment thereto dated as of March 14, 2017, as further amended by a Third Amendment thereto dated as of April 12, 2022, and an Assignment and Assumption of Master Purchase and Redevelopment Contract, dated October 8, 2019 (hereafter collectively referred to as the "Master Agreement") and of an agreement entered into between the Grantor and Grantee on the \_\_\_\_ of September, 2023, recorded herewith and identified as "Purchase and Redevelopment Agreement" (herein referred to as the "Agreement") and that the Grantee shall not convey this Property, or any part thereof, except as permitted by the Agreement until a certificate of completion releasing the Grantee from certain obligations of said Agreement as to this Property or such part thereof then to be conveyed, has been placed of record.

It is specifically agreed that the Grantee shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Minimum Improvements thereon, as provided in the Agreement.

Promptly after completion of the Minimum Improvements in accordance with the provisions of the Agreement, the Grantor will furnish the Grantee with an appropriate instrument so certifying. Such certification by the Grantor shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants of the Agreement and of this Deed with respect to the obligation of the Grantee, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the purchase of the Property hereby conveyed or the Minimum Improvements, or any part thereof.

All certifications provided for herein shall be in such form as will enable them to be recorded with the County Recorder, or Registrar of Titles, Crow Wing County, Minnesota. If the Grantor shall refuse or fail to provide any such certification in accordance with the provisions of the Agreement and this Deed, the Grantor shall, within thirty (30) days after written request by the Grantee, provide the Grantee with a written statement indicating in adequate detail in what respects the Grantee has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Grantor, for the Grantee to take or perform in order to obtain such certification.

## SECTION 2.

The Grantee's rights and interest in the Property are subject to the terms and conditions of Sections 15, 16 and 17 of the Agreement relating to the Grantor's right to re-enter and revest in Grantor title to the Property under conditions specified therein, including but not limited to termination of such right upon issuance of a Certificate of Completion as defined in the Agreement.

## SECTION 3.

**The Grantee agrees for itself and its successors and assigns to or of the Property or any part thereof, hereinbefore described, that the Grantee and such successors and assigns shall comply with Section 15F of the Agreement for a period of ten years after the date hereof.**

**It is intended and agreed that the above and foregoing agreements and covenants shall be covenants running with the land for the respective terms herein provided, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be binding, to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Grantor against the Grantee, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.**

In amplification, and not in restriction of, the provisions of the preceding section, it is intended and agreed that the Grantor shall be deemed a beneficiary of the agreements and covenants provided herein, both for and in its own right, and also for the purposes of protecting the interest of the community and the other parties, public or private, in whose favor or for whose

benefit these agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor without regard to whether the Grantor has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Grantor shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; provided that Grantor shall not have any right to re-enter the Property or revest in the Grantor the estate conveyed by this Deed, or any part thereof, on grounds of Grantee's failure to comply with its obligations under this Section 3.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its behalf by its Chair and Executive Director, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_).
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

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

By \_\_\_\_\_

Its Chair

By \_\_\_\_\_

Its Executive Director

STATE OF MINNESOTA )  
                         ) ss  
COUNTY OF CROW WING)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, a notary public within and for Crow Wing County, personally appeared Zach Tabatt and Eric Charpentier to me personally known who by me duly sworn, did say that they are the Chair and Executive Director of the Housing and Redevelopment Authority in and for the County of Crow Wing (the “Authority”) named in the foregoing instrument; that said instrument was signed on behalf of said Authority pursuant to a resolution of its governing body; and said Zach Tabatt and Eric Charpentier acknowledged said instrument to be the free act and deed of said Authority.

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Notary Public

This instrument was drafted by:

Kennedy & Graven, Chartered  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:

Level Contracting, LLC  
3495 Northdale Blvd. NW, Suite 200  
Coon Rapids, MN 55448

**EXHIBIT C**  
**TO**

**PURCHASE AND REDEVELOPMENT AGREEMENT**  
**FORM OF CERTIFICATE OF COMPLETION**

WHEREAS, the Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic (the "Grantor"), conveyed land in Crow Wing County, Minnesota to Level Contracting, LLC, a Minnesota limited liability company (the "Grantee"), by a Deed recorded in the Office of the County Recorder in and for the County of Crow Wing and State of Minnesota, as Document Number \_\_\_\_\_;  
and

WHEREAS, said Deed contained certain covenants and restrictions set forth in Sections 1 and 2 of said Deed; and

WHEREAS, said Grantee has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Grantee have been completed and the above covenants and conditions in said Deed and the agreements and covenants in Sections 15A and 15B of the Agreement (as described in said Deed) have been performed by the Grantee therein, and the County Recorder [and the Registrar of Titles] in and for the County of Crow Wing and State of Minnesota are hereby authorized to accept for recording and to record, the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of Sections 15A and 15B of the Agreement and the covenants and restrictions set forth in Sections 1 and 2 of said Deed; provided that the covenants set forth in Sections 15F of the Agreement, and in Section 3 of the Deed, remain in full force and effect through the period stated thereon.

Dated: \_\_\_\_\_, 20\_\_\_\_.

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

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its Executive Director

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF CROW WING )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, the Chair and Executive Director, respectively, of the Housing and Redevelopment Authority in and for the County of Crow Wing, on behalf of the authority.

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## Notary Public

This document drafted by:  
KENNEDY & GRAVEN, CHARTERED  
150 South 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

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

**RESOLUTION NO. 2023-05**

**RESOLUTION APPROVING A PURCHASE AND REDEVELOPMENT CONTRACT BETWEEN THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING AND LEVEL CONTRACTING, LLC.**

**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 has determined a need to exercise the powers of a housing and redevelopment authority, pursuant to Minnesota Statutes, Sections 469.001 to 469.047 ("HRA Act"), and has established its Redevelopment Project No. 1 (the "Project") within Crow Wing County (the "County"), and has developed a Redevelopment Plan governing certain of its anticipated activities in the City of Brainerd (the "City") located within the Project, which was approved by the City on September 6, 2016 after a duly noticed public hearing, pursuant to Section 469.028 of the HRA Act.

1.02. The Authority and Paxmar-Brainerd, LLC ("Paxmar") entered into a Master Purchase and Redevelopment Contract, recorded in the office of the Crow Wing County Recorder as Document No. A886215, as amended by a First Amendment thereto dated as of November 16, 2016 and recorded as Document No. A886216, a Second Amendment thereto dated as of March 14, 2017, recorded as Document No. A886217, and a Third Amendment thereto dated as of April 12, 2022, recorded or to be recorded prior to the 2023A Agreement described below (as so amended, the "Master Contract"), setting forth the terms and conditions of sale and redevelopment of certain property within the City and Project, currently owned by the County, located in the subdivisions known as Brainerd Oaks, Serene Pines, and Dal Mar Estates (the "Property"). By resolutions adopted on July 7, 2016, July 12, 2016, and May 8, 2022, the County approved the conveyance of the Property to the Authority, and the Authority accepted acquisition of the Property from the County.

1.03. Paxmar's interest in the Master Contract was assigned to Level Contracting, LLC, a Minnesota limited liability company (hereinafter "Buyer") by an Assignment and Assumption of Master Purchase and Redevelopment Contract, dated October 8, 2019, and the Authority ratified its consent to the Assignment on October 8, 2019.

1.04. Pursuant to the Master Contract, the Buyer will acquire the Property in phases, pursuant to separate purchase and redevelopment agreements conforming to the Master Contract, and will construct single-family homes intended for owner occupancy, subject further to the Redevelopment Plan and to the City's zoning and building codes and policies.

1.05. The Planning Commission of the City reviewed the Redevelopment Plan and the

general terms of the Master Contract on August 17, 2016 and found that the Redevelopment Plan and the conveyance of the Property are consistent with the City's comprehensive plan, in that the sale of the Property and construction of the single-family homes will further the City's housing goals for this area of the City.

1.06. On August 29, 2016, the Board conducted a duly noticed public hearing regarding the sale of the Property to the Buyer, at which all interested persons were given an opportunity to be heard. On May 10, 2022, the Board conducted a duly noticed public hearing regarding the sale of an additional parcel, Lot 5, Block 3, Serene Pines (now included as part of the Property), to the Buyer, at which all interested persons were given an opportunity to be heard.

1.07. On September 13, 2016, the Board reviewed the Master Contract 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 housing goals of the City and County and will be consistent with the Redevelopment Plan for the Project.

1.08. The Board has reviewed a new proposed Purchase and Redevelopment Agreement (the "2023B Agreement") related to specific lots to be conveyed to the Buyer in 2023 and described on Exhibit A to this resolution (the "2023B Lots") and finds that conveyance of the 2023B Lots conforms to the provisions of the Master Contract and the 2023B Agreement and is in the best interest of the City and County, for the reasons stated above.

## Section 2. Authority Approval; Further Proceedings.

2.01. The 2023A Agreement as presented to the Board, including the sale of the 2023B Lots 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 2023A Agreement and any documents referenced therein requiring execution by the Authority, including without limitation any deeds, and to carry out, on behalf of the Authority, its obligations thereunder.

2.03. Authority and City staff are authorized and directed to take all actions to implement the 2023A Agreement.

Approved by the Board of Commissioners of the Housing and Redevelopment Authority in and for the County of Crow Wing this 12th day of September 2023.

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*Crow Wing County HRA Chair - Zachary Tabatt*

ATTEST:

---

*Crow Wing County HRA Executive Director - Eric Charpentier*

EXHIBIT A

2023B LOTS

Lot 8, Block 4, BRAINERD OAKS, Crow Wing County, Minnesota  
Lot 18, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota  
Lot 19, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota  
Lot 20, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota  
Lot 23, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota  
Lot 24, Block 5, BRAINERD OAKS, Crow Wing County, Minnesota



To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: September 12<sup>th</sup>, 2023  
Re: Executive Director Report

---

**Counselors of Real Estate Recommendations:**

The Counselors of Real Estate gave a short presentation to a group of stakeholders on August 10<sup>th</sup> in which they put forward some recommendations on ways our communities could have an impact in getting additional housing built. This group will give a more formalized report to us in late October or early November which we will disseminate to this board and discuss the recommendations further.

**Pequot Lakes Levy Update:**

The preliminary levy for the Pequot Lakes HRA was approved by the City in their preliminary levy discussion on September 5<sup>th</sup>. There were no changes to the request from what was in front of this board in August and we do not anticipate any changes in the final levy in December. This levy will help support the Westgrove townhomes that we are a partner in with the Pequot HRA.

**Formal Request to Crow Wing County for the 2024 Levy**

Attached to this memo is the letter that was sent to the County with our formal levy request for 2024 along with the budget that was approved by this board. Staff did make our presentation to the County Commissioners on August 10<sup>th</sup> and we anticipate the County to set their preliminary levy at the regular meeting on September 26<sup>th</sup>.

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

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Housing & Redevelopment Authority

September 1<sup>st</sup>, 2023

Crow Wing County Commissioners  
 Historic Court House  
 326 Laurel Street  
 Brainerd, MN 56401

Re: 2023 Crow Wing County HRA Levy Request

Dear Crow Wing County Commissioners:

The purpose of this letter is to request the 2024 Crow Wing County Housing and Redevelopment Authority (CWC HRA) operating levy. The CWC HRA levy will go into our General Fund which supports our housing and redevelopment initiatives.

The Mission Statement of the CWC HRA is to support the creation and preservation of affordable housing, economic development, and redevelopment projects towards a more vibrant Crow Wing County. The current goals of the CWC HRA are as follows:

1. Create awareness and visibility of the Crow Wing County HRA through education and collaboration with partners.
2. Explore funding or facilitate redevelopment projects.
3. Improve housing quality and availability in Crow Wing County.
4. Address the workforce housing needs in Crow Wing County.

We have several key initiatives in progress that are in support of our Mission Statement and current goals as referenced above:

**Brainerd Oaks/Serene Pines/Dal Mar Estates**

In 2016 the CWC HRA successfully negotiated a Purchase and Redevelopment Agreement with a developer to purchase 113 lots in three tax forfeited subdivisions (Brainerd Oaks, Serene Pines and Dal Mar Estates). These subdivisions had been tax forfeited for several years. The CWC HRA has continued to oversee this contract and to date, the developer has purchased 66 lots in Brainerd Oaks (64 homes completed and sold and 2 homes in construction), 21 lots in Serene Pines (19 homes completed and sold and 2 homes in construction) and 4 lots in Dal Mar Estates (3 homes in completed and sold and 1 home in construction).

**Tax Forfeited Property Policy (TFPP)**

In May of 2023 the CWC HRA successfully used this TFPP to sell four tax forfeited lots in Baxter and continue to work with developers to market these lots. The CWC HRA Board amended their policy

temporarily to offer tax forfeited properties to developers at a discounted rate of zero percent of assessed value plus costs. This is a result of the completed Workforce Housing Study recommendation to support the sale of properties to developers to promote the construction of housing units in CWC. The CWC HRA continues to actively market this policy to developers county-wide to promote the return of tax forfeited lots to the tax roll.

### **Small Cities Development Program (SCDP)**

The CWC HRA is currently working on our SCDP grants in the City of Garrison and in the City of Jenkins. 2 owner-occupied projects have been completed and 4 other projects are in process between these grants. The local income that CWC HRA receives annually from CWC was used as leverage dollars to increase the competitiveness of the Garrison and Jenkins grant applications. In 2023 we applied for funding for owner-occupied and rental-occupied housing rehab in Southeast Brainerd and our rehab department continues to look for areas of the County in which this program can be utilized and would be competitive in submitting a grant application.

### **Minnesota Housing Rehab Loan Program**

In 2023 we have closed 2 loans, 3 projects are in construction and an additional 5 projects are in the application or bid for the rehabilitation of single-family owner-occupied homes in CWC. These loans are limited to homeowners with income limits of 30% of the Area Median Income (AMI).

### **Crow Wing County Housing Trust Fund (HTF)**

The HTF ordinance was adopted by CWC Commissioners in February 2020 and became effective in March 2020. The primary purpose of the HTF is to assist in financing the production and preservation/stabilization of affordable and mixed-income housing projects in CWC. The HTF shall be a permanent source of funding and continually renewable source of revenue to meet, in part, the housing needs of Moderate, Low and Very Low Income households in the County. Program guidelines were approved by the CWC HRA Board in May 2020 and established the following programs:

1. Workforce Housing Assistance Program
2. Homebuyer Assistance Program
3. Rehabilitation Assistance Program
4. New Construction/Development Financing Program

Funding is available through the CWC HRA levy and we are in the process of marketing these programs to the community. In the last 12 months we have closed 6 owner-occupied rehab loans, 7 down-payment assistance loans and have approved one new development loan that will provide 64 new units of housing in Baxter. We have 2 additional loans in process for owner-occupied rehab that will be closed in 2023. We have effectively exhausted the funds that we have previously levied through July of 2023. We have had additional interest in our rehab program with 3 owner-occupied applications and 3 rental-occupied rehab applications that our board is waiting to take action on along with 2 new development financing projects that are waiting for funding to be available and appropriated. We have seen a dramatic increase in the utilization of the programs in 2023 and are requesting a large allocation of our

levy request to go towards funding for the housing trust fund to continue to make an impact on the housing shortage in the County.

The initiatives referenced above are possible as a result of the CWC HRA levy. Per statute, the maximum CWC HRA levy for 2024 would be .0185% of the estimated market value, which would be approximately \$2,882,076. The CWC HRA is requesting a levy amount of \$2,377,880 for 2024 which would equate to approximately 82.5% of the levy capacity for the agency. The funding will be budgeted for:

- \$2,000,000 Housing Trust Fund
- \$118,810 funding for BLAEDC/CREDI
- \$185,160 for the Brainerd HRA Shared Services Agreement
- \$73,910 for general operating expenses

Thank you for your continued support of the CWC HRA and for considering our request for the 2024 levy.

Sincerely,



Eric M. Charpentier  
CWC HRA Executive Director

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## Crow Wing County HRA 2024 Budget

	2024 Budget	2023 Budget	Difference
<b>Revenues</b>			
Property Tax Levy - Operations	259,070	232,970	26,100
Property Tax Levy - BLAEDC	92,288	89,600	2,688
Property Tax Levy - CREDI	26,522	25,750	772
Property Tax Levy - Housing Trust Fund	2,000,000	400,000	1,600,000
<b>Total Property Tax Levy</b>	<b>2,377,880</b>	<b>748,320</b>	<b>1,629,560</b>
Interest Revenue	2,000	0	2,000
Tax Forfeit Property Fund	10,000	10,000	0
Development Fund	86,720	191,200	(104,480)
CWC Local Income Fund	20,000	20,000	0
Designated Fund Balance	0	0	0
<b>Total Revenues</b>	<b>2,496,600</b>	<b>969,520</b>	<b>1,527,080</b>
<b>General Fund Expenditures</b>			
Administrative Salaries	4,500	4,500	0
Employer FICA	350	350	0
Legal	10,000	10,000	0
Travel	400	250	150
Training	1,500	1,500	0
Sundry-Admin	200	200	0
Auditing Fees	9,850	7,980	1,870
Management Fee	185,160	162,770	22,390
TIF Expense	600	600	0
Insurance	2,900	2,900	0
Housing and Redevelopment Initiatives	26,000	26,000	0
	241,460	217,050	24,410
<b>Fund Expenditures</b>			
Tax Forfeit Property Fund	10,000	10,000	0
Development Fund	86,720	191,200	(104,480)
CWC Local Income Fund	20,000	20,000	0
Housing Trust Fund	2,000,000	400,000	1,600,000
BLAEDC/CREDI Funding	118,810	115,350	3,460
	2,235,530	736,550	1,498,980
<b>Total Expenditures</b>	<b>2,476,990</b>	<b>953,600</b>	<b>1,523,390</b>
<b>Net Operating Income to Fund Reserves</b>	<b>19,610</b>	<b>15,920</b>	<b>3,690</b>





Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: September 12<sup>th</sup>, 2023  
Re: Housing Trust Fund Report

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We have received applications for rental rehab and new development projects that staff will be bringing forward at our October meeting for review. We are waiting to present these projects to the board until we have a better understanding of what our 2024 levy will be so that we can make recommendations for funding on these projects.

Staff is also working on getting our loan documentation prepared for funding the development loan that was previously approved for the project in Baxter. We anticipate that funding to be completed in the next few weeks as that project continues to move forward.

Finally, attached is a letter of support from the Greater Lakes Association of Realtors for our levy request that was sent to the County on September 7<sup>th</sup>. We are appreciative of the support from the area realtors group not only from this letter, but from our partnership on the housing study and with bringing the Counselors group in to provide insight into our housing needs.

**Action Requested: No action requested, for informational purposes only.**

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Crow Wing County Commissioners,

We are writing to express our strong support for the Housing and Redevelopment Authority's (HRA) proposal to bolster the Housing Trust Fund. The efforts to create more affordable workforce housing are commendable, and we firmly believe in the positive impact this initiative can have on our county.

Crow Wing County's March 2020 Workforce Housing Study provided a comprehensive overview of the pressing need for workforce housing in our area. Our community is grappling with a shortage of housing units for the essential workers who contribute significantly to our local economy. As employers seek to attract and retain talent, it's crucial that we address this housing challenge in a strategic and sustainable manner.

The success story of the \$12 million building, completed with revolving loan funds from the Housing Trust Fund, underscores the potential of such investments. By providing **low-interest loans**, the Housing Trust Fund not only helps support the completion of crucial housing projects but also helps enable the growth of our tax base through increased property tax revenue. Furthermore, these housing units directly benefit our local workforce, helping to bridge the housing gap for those who contribute to our community's vibrancy.

In a competitive landscape where our county is vying with 86 other counties in Minnesota to attract workers and businesses, it is essential that we position ourselves strategically. Workforce housing isn't just about shelter; it's about fostering economic growth, enabling job stability, and enhancing the overall quality of life for our residents. The Housing Trust Fund approach aligns perfectly with these goals, allowing Crow Wing County to support local businesses and expand our county's economic opportunities.

We want to emphasize that our support for increasing the reach of the Housing Trust Fund is not a call for increasing taxes. Instead, we encourage you to explore creative funding mechanisms and partnerships to ensure that our county can meet its housing needs without unduly burdening taxpayers. The concept of revolving loans, as outlined in the presentation, is a testament to the ingenuity with which we can address this challenge while maintaining fiscal responsibility.

In conclusion, we urge you to consider supporting the HRA's proposal to enhance the Housing Trust Fund, while also protecting taxpayers from large property tax increases. By doing so, Crow Wing County could substantially and positively impact our county's growth, economy, and overall well-being. We appreciate your dedication to our community's success and look forward to witnessing the positive outcomes that this initiative can bring.

Thank you for your time and consideration.

Sincerely,

Greater Lakes Association of REALTORS, Inc  
218-828-4567 (Office)



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Housing &amp; Redevelopment Authority

To: Crow Wing County HRA Board Members  
 From: John Schommer, Rehab & Maintenance Director  
 Date: September 6, 2023  
 Re: Rehab Programs Report

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**SE Brainerd SCDP Preliminary Proposal**

We found out on Friday, September 1<sup>st</sup> that our application for 8 units of owner-occupied rehab and 12 units of single-family rental rehab in SE Brainerd was funded. We have implementation training scheduled for Thursday, September 7<sup>th</sup> and will start moving forward as soon as we can.

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

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	66	64	0	2
Serene Pines	24**	21	19	0	2
Dalmar Estates	7	4	3	0	1

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

\*\*Originally 23 lots, 1 was added

**Action Requested: None, discussion items.**

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September 6th, 2023

**2. CURRENT PROJECTS IN PROCESS**

	HTF	MHFA	SCDP	Total
County of Crow Wing	4	5	5	14

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

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

**4. JENKINS SMALL CITIES – (5 Owner Occupied Rehab)**

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

**5. HOUSING TRUST FUND**

	App. Request	App. For Review	Inspection Scheduled	Work Writeup/ Review	Out for Bid	Prebid Meeting	Closing Loan Scheduled	Under Constr.	Complete
DPA.			N/A	N/A	N/A	N/A	N/A	N/A	8
OOR.								4	5
COM							1-TBD		

**6. MINNESOTA HOUSING IN CROW WING COUNTY**

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

**8. COMPLETED OWNER-OCCUPIED REHAB. PROJECTS IN CROW WING COUNTY**

	HTF	MHFA	SCDP	Total
January – December 2022	1	4	3	8
January – December 2023	5	2	3	10
<b>Total</b>				<b>18</b>

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

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# 2023 CWC HRA BLAEDC/CREDI

## STAFF TIME- August

Date Range: 8/1/2023 - 8/31/2023



Project	Task	Date	Comment	Hours	Amount
<b>Crow Wing County HRA</b>					
<b>CWC HRA-Redev    Redevelopment Projects</b>					
	<i>E-mail</i>	<i>E-mail Correspondence</i>		<b>17.50</b>	<b>\$2,625.00</b>
	8/1/2023	email correspondence and phone call with property developer for Crow Wing County projects, funding options and city incentives available in 2 communities located in Crow Wing County.		17.50	\$2,625.00
	8/7/2023	email correspondence and phone call with property developer for Crow Wing County projects, funding options and city incentives available in 2 communities located in Crow Wing County.		2.00	\$300.00
	8/8/2023	phone conversation with out of state developer regarding parcel of land in Brainerd that is not listed. Informed developer that BLAEDC would make the connection to the landowner for possible single-family housing.		1.00	\$150.00
	8/10/2023	email communication with Breezy Point Mayor regarding potential housing project in the city limits. Developer would like to discuss and take down a few tax forfeited lots. Discussing would need to move to county and hra staff as it moves forward.		1.50	\$225.00
	8/14/2023	Phone call and email exchange, along with the sharing of detailed project plans from developer for project located in Pequot Lakes.		2.00	\$300.00
	8/15/2023	Staff communication with state officials regarding funding for housing projects located in Crow Wing County and how programs can leverage state dollars to assist both single-family and multi-family housing projects.		2.00	\$300.00
	8/16/2023	email communication with developer that is looking for guidance to purchase tax forfeited lot in Baxter for development of commercial our housing.		1.50	\$225.00
	8/22/2023	email communication and phone call with Brainerd redevelopment project that needs additional financial assistance to complete project. State funding will not be enough to get the project to its ultimate completion. Looking at options.		2.00	\$300.00
	8/23/2023	email and phone conversations with childcare facility in Jenkins that is now open for business. Building was redeveloped to accommodate childcare, but still needs additional funds to complete build out. Provided options to owner for additional funding through available grant programs.		1.50	\$225.00
	8/30/2023	virtual meeting and email correspondence with out of market developer that is looking for viable sites to bring single-family housing projects to. Staff provided reports and available locations prior to meeting. Review gis locations with developer in online meeting.		2.50	\$375.00
		BLAEDC staff provided updated listing of available properties to EDA staff and city of Crosslake staff for discussion purposes. City will begin to work with staff to determine how to best market these properties for possible redevelopment		1.50	\$225.00
	<i>Mtgs</i>	<i>Meetings</i>		<b>49.00</b>	<b>\$7,350.00</b>

8/2/2023	BLAEDC staff attending and participating in meeting that involves major redevelopment project in downtown Brainerd. Staff provided detailed updates regarding funding opportunities.	49.00	\$7,350.00
8/7/2023	BLAEDC staff participating in Counselors of Real Estate tour of properties located in Crow Wing County for expansion of our housing footprint.	2.50	\$375.00
8/8/2023	Interview with Counselors of Real Estate group to discuss housing opportunities in Crow Wing County. Staff provided reports for CWC board meeting, attending meeting presented on details of reports	3.50	\$525.00
8/9/2023	On site tour of Crosby redevelopment project. Project was completed with the assistance of IRR state funding that is allowed for projects located inside the Iron Range.	2.00	\$300.00
8/10/2023	Attendance and participation with the CWC board meeting. Prepared reports in anticipation of funding requests and discussions around housing trust fund and opportunities that are moving forward in the county.	2.50	\$375.00
8/15/2023	BLAEDC staff attending meeting in Pequot Lakes to discuss properties available for sale and redevelopment in the city limits along with staff provided reports and presenting at meeting. Housing project that is located on the east side of the city was also discussed as project needs infrastructure assistance.	3.50	\$525.00
8/16/2023	Board meeting in Crosby which included BLAEDC staff preparing activity reports and updates to the group regarding new projects in the area. Visited a site of a new childcare center that was a church that has gone through major redevelopment to achieve project needs for the building.	3.50	\$525.00
8/17/2023	Toured Pequot Lakes new housing project with local developers to discuss possible incentives available through the city and state to assist with cost to complete road and sewer to project to lower the cost of the lots and make the houses more affordable.	2.50	\$375.00
8/18/2023	BLAEDC staff meeting with potential business owner who is working on a new business plan to bring new business to Baxter. Building that has been identified would require some redevelopment. Discussed city options for funding along with additional sources of gap financing that could assist with project costs.	2.00	\$300.00
8/21/2023	Tour of Baxter properties that are now being listed for sale for single-family homes. These are new properties that Baxter has listed. BLAEDC will list properties on our website and assist the city with moving these lots to address our housing shortage.	2.50	\$375.00
8/22/2023	BLAEDC staff along with members of Crosslake EDA and city staff touring properties in the city that are open for new business and opportunities for redevelopment. City would like an inventory of open businesses to market for redevelopment. BLAEDC staff will research and provide listing for city staff.	4.00	\$600.00

8/23/2023	Tour of Pequot Lakes development that has existing building and land that has been sold to local developer for housing. Existing buildings will be taken down and land cleared for development. Met with city staff and developer to discuss plans and need for infrastructure to property. Multiple lots will be developed. Discussed housing trust fund with developer and city staff as an option for funding assistance.	3.50	\$525.00
8/24/2023	BLAEDC staff toured new multi-family senior living facility in Baxter. Staff provided resources to project that will now be open to over 40 new housing options for people over 55 in Baxter. This is a brand new build and allows for expansion of more units on site as existing property becomes full.	2.50	\$375.00
8/25/2023	Staff had onsite meeting to walk an existing building in Brainerd that is vacant and available for a new business. This new business would need to redevelop the existing footprint for the building to accommodate. Also provided information for owner to work with city regarding waiving of fees to assist project.	2.00	\$300.00
8/28/2023	Meeting in downtown Brainerd with city staff, downtown development group and city leaders to discuss development opportunities in Brainerd. Discussion identified opportunities of growth and discussed housing and the need for new business and people in Brainerd. BLAEDC staff provided insight in to programs to assist business growth surrounding housing and redevelopment.	3.50	\$525.00
8/29/2023	Meeting with new development in Pequot Lakes for single-family housing. Project has been self funded to this point, but has an opportunity to develop some multi-family options in the city. This development is providing opportunities for new residents. Developer is seeking some funding options to assist with continued build out.	3.00	\$450.00
		66.50	\$9,975.00
		66.50	<b>\$9,975.00</b>

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

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