



Housing & Redevelopment Authority

**Crow Wing County HRA Board Meeting Agenda**  
**5:00pm Tuesday January 9<sup>th</sup>, 2024**  
**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=m4678a1bc4d86960d3b3f1ac57f03f2d0>

Join by phone: 415-655-0001

Meeting number (access code): 2553 650 1399

Meeting password: 5MdZdUB6cX2

*"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. ANNUAL MEETING** *(Attachment 1) Pg. 3*

- a. Oath of Office, Commissioner Morford
- b. Election of Officers
- c. Review of By-Laws
- d. 2024 Meeting Schedule

**5. APPROVE MINUTES**

- a. Approval of the Tuesday, December 12<sup>th</sup>, 2023, Meeting Minutes *(Attachment 2) Pg. 11*

**6. REVIEW & ACCEPT FINANCIAL STATEMENTS** *(Attachment 3) Pg. 17*

- a. CWC HRA Combined Balance Sheet December 2023
- b. CWC HRA Combined Operating Statement December 2023
- c. CWC HRA December 2023 Payments

**7. UNFINISHED BUSINESS**

- a. Approval of Updated 2024 Budget per 2024 Levy Funding (*Attachment 4*) Pg. 25

**8. NEW BUSINESS**

- a. Shared Services Agreement between CWC HRA and the Brainerd HRA (*Attachment 5*) Pg. 29
- b. Designation of Official Depository (*Attachment 6*) Pg. 39
- c. Shared Services Agreement between the CWC HRA and BLADC (*Attachment 7*) Pg. 41
- d. Shared Services Agreement between the CWC HRA and CREDI (*Attachment 8*) Pg. 41

**9. REPORTS/UPDATES:**

- a. Executive Director (*Attachment 9*) Pg. 55
- b. Housing Trust Fund (*Attachment 10*) Pg. 57
- c. Brainerd HRA/Rehab Programs (*Attachment 11*) Pg. 59
- d. BLAEDC/CREDI (*Attachment 12*) Pg. 61
- e. CWC

**10. COMMISSIONER COMMENTS**

**11. NEXT MEETING** Tuesday February 13<sup>th</sup>, 2024

**12. 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 (12-31-28)

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

Vacant, Commissioner - District 4 (12-31-25)



To: CWC HRA Board Members

From: Eric Charpentier, Executive Director

Date: January 9, 2024

Re: Annual Meeting

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

#### Oath of Office

At the December 12<sup>th</sup>, 2023, County board meeting, Michael Morford was reappointed as the District 2 representative on the Crow Wing County Housing and Redevelopment Authority for a term expiring 12/31/28.

#### Election of Officers for 2024

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

#### 2023 Officers and Commissioners

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

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

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

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

Commissioner – Currently Vacant, District 4, Term through 12-31-25

#### Review Bylaws

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

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

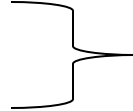
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# Oath

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STATE OF MINNESOTA

COUNTY OF CROW WING



SS.

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

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 Michael Morford

Subscribed and sworn to before me this 9th day of January 2024.

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 Eric Charpentier,  
 Executive Director

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

Amended – January 11, 2011

Amended – January 9, 2017

**1. THE AUTHORITY**

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

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

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

**2. ORGANIZATION**

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

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

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

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

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

### **3. PROCEDURES OF BOARD OF COMMISSIONERS**

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

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

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

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

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

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

### **4. MISCELLANEOUS**

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

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

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





Housing &amp; Redevelopment Authority

## Crow Wing County HRA Board Meeting Schedule for 2024

Board meetings are typically held on the second Tuesday of each month at 5:00 p.m. in the Crow Wing County Land Services Building, Pine/Maple Meeting Room, 322 Laurel Street, Brainerd, MN. Meetings are currently offered virtually as well via Webex Video/Teleconference.

Details for joining each meeting are posted at <https://www.crowwing.us/413/Crow-Wing-County-HRA>.

MONTH	DAY	DATE
January	09	01-09-24
February	13	02-13-24
March	12	03-12-24
April	09	04-09-24
May	14	05-14-24
June	11	06-11-24
July	09	07-09-24
August	13	08-13-24
September	10	09-10-24
October	08	10-08-24
November	12	11-12-24
December	10	12-10-24

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Housing &amp; Redevelopment Authority

## Crow Wing County HRA BOARD MEETING MINUTES 12/12/2023

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, December 12th, 2023.

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

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

3. **APPROVE AGENDA:**

**Moved and seconded by Commissioners Aulie and Morford to approve the agenda as presented for the December 12th, 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 Aulie and Morford to approve the minutes from the October 10th, 2023 board meeting and minutes from the November 14th, 2023 joint Crow Wing County & Crow Wing County HRA board meeting. 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 October & November 2023 was presented by Karen Young.*

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

Level Contractor Closing

Reflected in the October financial statements is the closing that took place for the purchase of the six lots in Brainerd Oaks as approved at the September meeting.

Tax Forfeit Property (TFP) Closing

Reflected in the October financial statements is the closing that took place for the sale of the five tax forfeited properties in Baxter to Lakes Area Habitat for Humanity as approved at the May meeting.

CWC SCDP Local Income

Reflected in the October financial statements is the receipt of \$8,880.96 in SCDP Local Income from Crow Wing County. The balance in this account is currently \$96,684.91. These funds are used as leverage dollars for SCDP grant applications to help municipalities throughout CWC.

Housing Trust Fund (HTF)

In October we processed a check to fund the \$1,000,000 loan to Lofts of Novotny. Attached is an HTF projection through the end of the year. State Statute allows not more than 10% of the balance of the fund to be spent on administrative expenses. This projection reflects 5% set aside for administrative expenses – versus the 10% that had been projected. Cumulative administrative expenses charged to the HTF total \$21,465.32. This leaves \$68,534.68 remaining in the Fund for future administrative costs.

6. **UNFINISHED BUSINESS:**

7. **NEW BUSINESS:**

a. **Review & discuss Fund Balance**

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

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

It is a GASB 54 requirement that any Board commitments be established prior to yearend with an amount to be set after yearend when the calculation can be finalized. The estimated fund balance at yearend should be just under 9 months which is within the 8 to 12 months set by policy. As a result, it is not recommended that the Board take action to commit funds at this time.

**b. Authorize Participation in the Minnesota City Participation Program (MCP)**

*Presented by Eric Charpentier.*

Minnesota Housing sells mortgage revenue bonds on behalf of cities to meet locally identified housing needs.

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

In order to participate in the MCP, we need to submit the application by Friday, January 12th, 2024 (see Attachment).

**Commissioner Morford moved to Authorize Executive Director to submit the 2024 Minnesota Cities Participation Program application to Minnesota Housing. followed by a second from Commissioner Aulie. Upon a vote all commissioners were in favor. The motion carried.**

**8. REPORTS:**

**a. Executive Director:**

*Presented by Eric Charpentier.*

Riverwood Bank Lunch & Learn

Jamie Rowlette from Riverwood Bank has asked Eric to do a presentation on the Housing Trust Fund, primarily for the down payment assistance program for their January lunch and learn. We appreciate the partnership with our local lenders to help us get more visibility for our programs.

Counselors of Real Estate Report & Follow Up

The Counselors of Real Estate report was sent to stakeholders in late October.

The report was presented and will be available on our website at [www.brainerdhra.org](http://www.brainerdhra.org)

Shared Services Agreement between Brainerd HRA and the Crow Wing County HRA

Staff will be presenting the proposed and updated shared services agreement for 2024 at the January meeting.

**b. Housing Trust Fund:**

*Presented by Eric Charpentier.*

The final levy will be set by the County at the truth in taxation meeting on December 12<sup>th</sup> which will run concurrently with our board meeting. We do not expect any changes to the projected levy amount of \$748,320 which represents our levy figure from 2023.

The CWC Commissioners did authorize the allocation of an additional \$29,650 for operational funds at our joint meeting on November 14th. These additional funds that were allocated by the County will then represent the additional operational funding that was requested at our budget meeting in September.

It seems appropriate to bring back the question of interest rates after having our joint meeting with the County. It seems that our down payment assistance program and our rehab program could continue with offering a noninterest loan product and there was general support for those programs. The development loan program is the one that continues to garner attention with respect to charging an interest rate for them. It is still staff's recommendation to continue offering a zero percent interest rate to incentivize development of workforce housing units. We are modeling this program after other state grant and deferred loan programs such as the workforce housing development program that offers a 3-year grant or 3-year deferred loan that is forgivable as well as interest free. Our program does not offer a forgivable option and it is deferred to a lump sum balloon payment at maturity. We are attempting to remove barriers to accessing these funds to promote development of workforce housing units that we still desperately need in the County. Our mission is to support the creation and preservation of affordable housing, economic development, and redevelopment projects within the County. We believe we are being good stewards of these funds by promoting housing creation which will lead to a growing tax base for the County, it will also lead to further spending on goods and services to our businesses in the community from those inhabiting these housing units while also providing housing for the workers needed for our business community.

As we look forward to 2024 and our funding that will be available versus the loan applications that have already been submitted, we know that we have already received requests that would eclipse our funding. In looking to maximize the trust fund's impact staff has looked at our administrative fees that we have held in the fund since inception and are recommending lowering the percentage amount held for our outside administrative fees down to 5% from what is allowable per statute. That would allow for an additional \$90,000 of funding to be used for program loans and staff feel that this is reasonable and would be impactful.

**Discussion: The board would like staff to research local lenders to compare terms and fees for servicing the HTF account.**

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

*Presented by John Schommer.*

An overview was given of the progress being made in Brainerd Oaks, Serene Pines, and Dalmar Estates.

**d. BLAEDC/CREDI:**

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

*October staff time billing reports will be presented at the January Board Meeting.*

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

e. CWC:

9. CWC HRA COMMISSIONER COMMENTS:

10. NEXT MEETING: Tuesday, January 9th, 2024

11. ADJOURNMENT:

**Commissioner Morford made a motion to adjourn the meeting. Commissioner Aulie 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 6:15 p.m.**

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members

From: Karen Young, Finance Director

Date: January 3, 2024

Re: Review and Accept Financial Statements

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Please find attached the financial information for December 2023.

**CWC HRA Tax Levy**

Reflected in the December financial statements is the deposit/receivable of \$293,078.19 in property tax and other tax revenue. The tax payments/receivables to date for 2023 totaled \$729,582.76.

**2023 Audit**

The 2023 audit fieldwork is scheduled with CliftonLarsonAllen (CLA) during the third 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.

**Brainerd HRA Banking Services Request for Proposals (RFP)**

Brainerd HRA recently issued an RFP for banking services and received four proposals in response. After scoring the proposals through an evaluation committee, banking services were awarded to Bremer Bank, our current banking institution.

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

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## Housing Trust Fund Projection

Levy Approved Total                      \$ 1,800,000.00

Interest Earned To Date                \$ 14,802.00

### Loans Awarded

Rehabilitation                            \$ 204,591.00

Down Payment Assistance            \$ 160,000.00

New Construction                        \$ 1,000,000.00

Total                                        \$ 1,364,591.00

5% Allowable Admin                    \$ 90,000.00

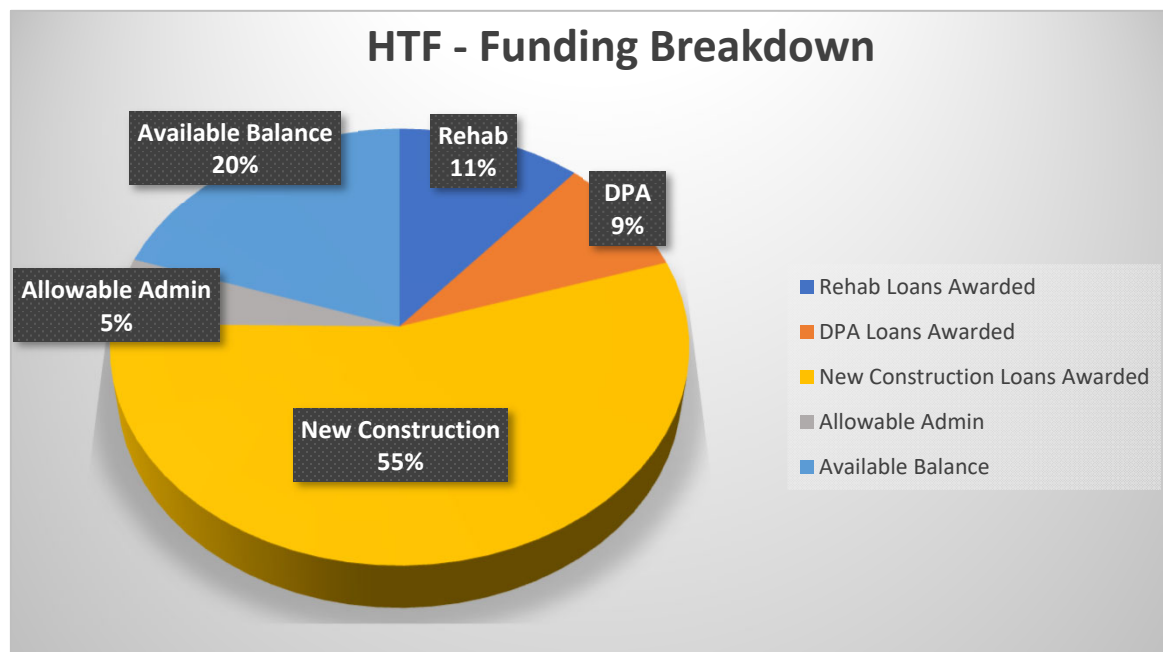
Remaining Balance                      \$ 360,211.00

### Loans Approved

NONE                                        \$ -

Total                                        \$ -

Available Balance                        \$ 360,211.00



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1/4/2024

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

Cumulative

**ASSETS**

556-000-1120.000 A/R Other Dev	36.37
550-000-1121.000 Taxes Receivable	1,512.42
550-000-1129.210 Cash Gen Fund	255,280.26
550-001-1129.210 Cash CWC SCDP	96,684.91
551-002-1129.210 Cash RLF TIF	424,845.48
556-000-1129.210 Cash Development Fund	-36.37
557-000-1129.210 Cash Tax Forf Property	-2,109.67
558-000-1129.210 Cash HTF	447,239.18
551-002-1141.000 Loan Rec RLF TIF	4,627.35
558-000-1141.000 Loan Rec HTF	1,340,207.00
556-000-1450.000 Land Held for Resale	145,516.68
<b>TOTAL ASSETS</b>	<b><u>2,713,803.61</u></b>

**LIABILITIES**

558-000-2115.000 HTF Escrow	-16,738.00
556-000-2600.000 Def Inflow of Res - Dev	-145,516.68
<b>TOTAL LIABILITIES</b>	<b><u>-162,254.68</u></b>

**SURPLUS**

550-000-2700-000 Net Income	-518,300.45
550-000-2806.000 Retained Earnings	-2,033,248.48
<b>TOTAL SURPLUS</b>	<b><u>-2,551,548.93</u></b>

**TOTAL LIABILITIES & SURPLUS****-2,713,803.61**

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

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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	-1,351.15	-17,620.88	0.00	-17,620.88
550-000-3690.000 Other Revenue	0.00	-10,617.39	-20,000.00	9,382.61
550-000-3691.000 Property Tax Revenue	-293,078.19	-729,582.76	-748,320.00	18,737.24
551-002-3610.000 RLF TIF Interest Rev	-1,130.31	-6,962.80	-820.00	-6,142.80
556-000-3696.000 Development Revenue	-36.37	-81,395.98	-191,200.00	109,804.02
557-000-3696.000 TFP Revenue	0.00	-2,001.56	-10,000.00	7,998.44
<b>TOTAL INCOME</b>	<b>-295,596.02</b>	<b>-848,181.37</b>	<b>-970,340.00</b>	<b>122,158.63</b>
<b>EXPENSE</b>				
550-000-4110.000 Administrative Salaries	150.00	2,850.00	4,500.00	-1,650.00
550-000-4130.000 Legal	0.00	0.00	10,000.00	-10,000.00
550-000-4140.000 Staff Training	0.00	355.00	1,500.00	-1,145.00
550-000-4150.000 Travel	32.76	201.68	250.00	-48.32
550-000-4171.000 Auditing Fees	0.00	9,005.77	7,980.00	1,025.77
550-000-4172.000 Management Fees	13,564.24	162,770.00	162,770.00	0.00
550-000-4190.000 Other Administrative	0.00	80.93	200.00	-119.07
550-000-4500.000 TIF Expense	0.00	36.50	600.00	-563.50
550-000-4510.000 Insurance	0.00	2,748.00	2,900.00	-152.00
550-000-4540.000 Employer FICA	11.50	218.20	350.00	-131.80
550-000-4590.000 Other General Expense	0.00	57,686.68	141,350.00	-83,663.32
550-001-4600.000 CWC SCDP Expense	0.00	0.00	20,000.00	-20,000.00
551-002-4600.000 RLF TIF Expense	273.80	273.80	275.00	-1.20
556-000-4600.000 Development Expense	13.77	82,060.18	191,200.00	-109,139.82
557-000-4600.000 TFP Expense	0.00	1,355.34	10,000.00	-8,644.66
558-000-4600.000 HTF Expense	847.00	10,238.92	40,000.00	-29,761.08
<b>TOTAL EXPENSE</b>	<b>14,893.07</b>	<b>329,881.00</b>	<b>593,875.00</b>	<b>-263,994.00</b>
<b>NET INCOME(-) OR LOSS</b>	<b>-280,702.95</b>	<b>-518,300.37</b>	<b>-376,465.00</b>	<b>-141,835.37</b>

**Crow Wing County HRA  
December 2023  
Payments**

Payment Number	Payment Date	Vendor	Description	Check Amount
1036	12/15/2023	John Schommer	Mileage	\$ 33.03
1043	12/29/2023	John Schommer	Mileage	\$ 9.18
25924	12/14/2023	Kennedy & Graven, Chartered	HTF-Legal	\$ 264.00
25949	12/28/2023	Brainerd Lakes Area Economic Development	2023 Victual Loan Fees	\$ 136.90
25969	12/28/2023	Initiative Foundation	2023 Victual Loan Fees	\$ 136.90
25972	12/28/2023	Kennedy & Graven, Chartered	HTF-Legal	\$ 583.00
25973	12/28/2023	Kristin Miller	Mileage	\$ 1.32
<b>Total</b>				<b>\$ 1,164.33</b>

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members

From: Karen Young, Finance Director

Date: January 3, 2024

Re: Updated 2024 CWC HRA Budget

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Attached is an updated 2024 budget, reflecting the approved CWC levy amount of \$748,320 and operational appropriation of \$29,650, which includes \$118,810 funding to BLAEDC/CREDI, \$259,160 for operations, and \$400,000 funding to the HTF. The overall budget reflects a surplus of \$19,700. These are the only changes from the budget that was approved by the board at the July 25<sup>th</sup> meeting.

**Action Requested:**

**Approve a motion to adopt the updated 2024 General Fund budget.**

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## Crow Wing County HRA 2024 Budget

	2024 Budget	2023 Budget	Difference
<b>Revenues</b>			
Property Tax Levy - Operations	229,510	232,970	(3,460)
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	400,000	400,000	0
Total Property Tax Levy	748,320	748,320	0
CWC Appropriation	29,650	0	29,650
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
<b>Total Revenues</b>	<b>896,690</b>	<b>969,520</b>	<b>(72,830)</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	400,000	400,000	0
BLAEDC/CREDI Funding	118,810	115,350	3,460
	635,530	736,550	(101,020)
<b>Total Expenditures</b>	<b>876,990</b>	<b>953,600</b>	<b>(76,610)</b>
<b>Net Operating Income to Fund Reserves</b>	<b>19,700</b>	<b>15,920</b>	<b>3,780</b>

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: January 9<sup>th</sup>, 2024  
Re: Shared Services Agreement

---

In 2012 the Crow Wing County HRA entered into a shared services agreement with the Brainerd HRA to implement and conduct the day-to-day business of the agency. This shared services contract continues to renew on a yearly basis unless there are updates to that agreement. We reviewed the services agreement in 2021 and updated the document to reflect updates in services that we were performing. We have updated the services agreement again for 2024 to reflect an increase in funding to the Brainerd HRA which per the agreement will now total \$185,160 annually.

I have attached a draft of the updated services agreement that reflects the current compensation amount as well as an updated list of initiatives that we continue to work on and implement.

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

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

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## SHARED SERVICES AGREEMENT

This agreement is entered into this the 20th day of December 2023; between the Crow Wing County Housing & Redevelopment Authority (CWC HRA) and the Brainerd Housing and Redevelopment Authority (Brainerd HRA).

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

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

NOW, THEREFORE IT IS HEREBY AGREED THAT:

### **I. Scope of Services**

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

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

### **II. Compensation**

The agreed upon compensation will be \$185,160 annually to be paid in monthly installments of \$15,430.00.

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

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

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

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

### **III. Term**

The term of this agreement shall be for a period of 12 months commencing on the 1<sup>st</sup> day of January 2024 and terminating on the 31<sup>st</sup> day of December 2024. This agreement shall automatically renew for successive one-year terms there after unless one of the parties hereto provides at least 60 days notice of its intent to terminate this agreement at the end of the then current term. However, either party may terminate this agreement for any reason upon sixty (60) day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the Brainerd HRA will be prorated through the last day of the 60 day termination period.

### **IV. Indemnification**

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

### **V. Insurance**

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

### **VI. Compliance With Laws**

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

### **VII. Independent Contractor Status**

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



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

#### **VIII. Assignment Of Interest**

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

#### **IX. Non-Discrimination**

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

#### **X. Authorized Representative**

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

##### ***Brainerd HRA***

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

##### ***CWC HRA***

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

#### **XI. Severability**

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

respect to either party.

## **XII. Modifications**

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

Approved this the 20th day of December, 2023.

### **Crow Wing County Housing and Redevelopment Authority**

By: \_\_\_\_\_  
*Zachary Tabatt*

Its: Chair

### **Brainerd Housing and Redevelopment Authority**

By: \_\_\_\_\_  
*Eric Charpentier*

Its: Executive Director

**Appendix A****CROW WING COUNTY HRA – CURRENT PROJECTS**

1. TIF Revolving Loan Fund
2. Brainerd Oaks/Serene Pines/Dal Mar Estates: Oversee the Development Agreement for the construction of new single-family homes in all three subdivisions
3. BLAEDC Economic Development/CREDI Shared Services Agreement administration
4. MCPP Annual Application and Program Management
5. West Grove Townhomes Annual Project Management and Oversight
6. Administer the Tax Forfeit Property Policy
7. Administer Small Cities Development Program (SCDP) Local Income
8. Apply for a Small Cities Development Program (SCDP) grant every other year on behalf of a city in Crow Wing County outside of Brainerd
9. Housing Trust Fund administration
10. Veterans Service Member Housing

HOUSING AND REDEVELOPMENT AUTHORITY  
IN AND FOR THE CITY OF BRAINERD

RESOLUTION NO. 2023-12

RESOLUTION APPROVING AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND  
FOR THE CITY OF BRAINERD AND THE HOUSING AND  
REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW  
WING

BE IT RESOLVED By the Board of Commissioners ("Board") of the Housing and Redevelopment Authority in and for the City of Brainerd ("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 housing and redevelopment activities within Crow Wing County (the "County") pursuant to the HRA Act.

1.02. The Authority and The Housing and Redevelopment Authority in and for the County of Crow Wing have proposed to enter into an Agreement for Professional Services (the "Agreement"), setting forth the scope and terms of various housing and redevelopment activities to be performed by the Authority on behalf of the Housing and Redevelopment Authority in and for the County of Crow Wing.

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 housing and redevelopment, because it will further the above-stated redevelopment goals of the City and 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 City of Brainerd this 20<sup>th</sup> day of December, 2023.



*Chair – Rebekah Kent-Ehlebracht*

ATTEST:

  
*Executive Director – Eric Charpentier*

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Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Karen Young, Finance Director  
Date: January 3, 2024  
Re: Designation of Official Depository

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

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

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members

From: Eric Charpentier, Executive Director

Date: January 9<sup>th</sup>, 2024

Re: Approval of BLADC and CREDI Agreements for Professional Services

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The 2024 budget approved by the Board included using levy dollars for funding economic development and redevelopment services of \$92,288 to the Brainerd Lakes Area Economic Development Corporation (BLADC) and \$26,522 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. 2024-01 and 2024-02, 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 9th of January, 2024, 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, 2024 and terminating December 31, 2024.
5. COMPENSATION. The County HRA agrees to pay BLADC a total of \$92,288 to provide the Services. This total shall be comprised of two equal payments of \$46,144, one due and payable on or after July 16, 2024 pursuant to the submission of the first six months of reporting. The second payment due and payable on or after December 31, 2024 pursuant to the submission of the second six months of reporting. Notwithstanding the foregoing, the County HRA’s obligation to make any payments hereunder is subject to the prior receipt by the County HRA of all reports referenced in Section 3 and required to be delivered by BLADC prior to the applicable date of payment. No prepayments and no partial payments will be authorized under this agreement.
6. NO ASSIGNMENT. Neither party to this Agreement may assign or transfer its interest in this Agreement without the written consent of the other party.
7. REPRESENTATIVES NOT INDIVIDUALLY LIABLE. The County HRA and BLADC represent and agree that no member, official, or employee of the County HRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement that affects their personal interests or the interests of any corporation, partnership, or association in which they, directly or indirectly, are interested. No member, official, or employee of the County HRA shall be personally liable to BLADC, or any successor in interest, in the event of any default or breach by the County HRA or for any amount that may become due to BLADC or successor or on any obligations under the terms of the Agreement.
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

BRAINERD LAKES AREA  
DEVELOPMENT CORPORATION

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President

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Executive Director

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

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Chair

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Executive Director

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

RESOLUTION NO. 2024-01

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 9th day of January, 2024.

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Chair

ATTEST:

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Executive Director



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

THIS AGREEMENT is entered into this 9th of January 2024, 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, 2024 and terminating December 31, 2024.
5. COMPENSATION. The County HRA agrees to pay CREDI a total of \$26,522 to provide the Services. This total shall be comprised of two equal payments of \$13,261, one due and payable on or after July 16, 2024 pursuant to the submission of the 1<sup>st</sup> six months of reporting. The second payment due and payable on or after December 31, 2024 pursuant to the submission of the 2<sup>nd</sup> six months of reporting. Notwithstanding the foregoing, the County HRA’s obligation to make any payments hereunder is subject to the prior receipt by the County HRA of all reports referenced in Section 3 and required to be delivered by CREDI prior to the applicable date of payment. No prepayments and no partial payments will be authorized under this agreement.
6. NO ASSIGNMENT. Neither party to this Agreement may assign or transfer its interest in this Agreement without the written consent of the other party.
7. REPRESENTATIVES NOT INDIVIDUALLY LIABLE. The County HRA and CREDI represent and agree that no member, official, or employee of the County HRA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement that affects their personal interests or the interests of any corporation, partnership, or association in which they, directly or indirectly, are interested. No member, official, or employee of the County HRA shall be personally liable to CREDI, or any successor in interest, in the event of any default or breach by the County HRA or for any amount that may become due to CREDI or successor or on any obligations under the terms of the Agreement.
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

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

CUYUNA RANGE ECONOMIC  
DEVELOPMENT, INC.

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President

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Executive Director

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

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Chair

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Executive Director

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

RESOLUTION NO. 2024-02

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 9th day of January, 2024.

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Chair

ATTEST:

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Executive Director



Housing & Redevelopment Authority

To: CWC HRA Board Members  
 From: Eric Charpentier, Executive Director  
 Date: January 9<sup>th</sup>, 2024  
 Re: Executive Director Report

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### **Legislative Task Force on Aging**

I have been asked to give a presentation on what our agency is doing to help sustain neighborhoods and communities for an aging population. I will be giving the legislative task force on aging some information into what we are doing with our local housing trust fund and how our rehab program is promoting aging in place for some of our senior population and how these rehab loans give the opportunity for individuals to stay in their home while making needed repairs for safety and soundness of their property. This was an opportunity made possible through the Association of MN Counties and the contact that was made at our joint board meeting. This is a great opportunity to talk about our local programs and the effect that the housing trust fund can have across the housing spectrum.

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

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: January 9<sup>th</sup>, 2024  
Re: Housing Trust Fund Report

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The final levy was set by the County at the truth in taxation meeting on December 12<sup>th</sup>. We did receive approval for our 2024 levy in the amount of \$748,320 of which \$400,000 has been allocated to the Housing Trust Fund.

We are currently working with the County and the City of Brainerd as the City is looking at granting municipal consent for funding of the housing trust fund. There is a public hearing scheduled for January 16<sup>th</sup> during the Brainerd City Council meeting to hear testimony from the public and council action may be taken after that. We are currently putting all Brainerd, Pequot Lakes and Crosby applications for housing trust fund loans on hold until we know if those communities will be granting municipal consent for the funding of the trust fund.

I have reached out to a few local banks to discuss the possibility of finding a new loan servicer if this board takes action to charge interest on any of our loan programs, to see if there is any interest and what that might cost in servicing fees for the agency. I hope to have more detailed information at the meeting.

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

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Housing &amp; Redevelopment Authority

To: Crow Wing County HRA Board Members  
 From: John Schommer, Rehab & Maintenance Director  
 Date: January 3, 2024  
 Re: Rehab Programs Report

#### **Garrison & Jenkins SCDP Grants**

We are coming into the final phases of these grants with end dates of September 30<sup>th</sup>. To date, Garrison was able to utilize both units of commercial rehab and two of the five owner-occupied units of rehab and Jenkins was able to utilize four of the five units of owner-occupied rehab. Kristin created another marketing flyer and sent it out just prior to the new year in the hopes that we can get the funds utilized in the communities.

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

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	72	66	0	4
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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# 2023 CWC HRA BLAEDC/CREDI

## STAFF TIME- October



Date Range: 10/1/2023 - 10/31/2023

Project	Task	Date	Comment	Hours	Amount
Crow Wing County HRA					
CWC HRA-Redev	Redevelopment Projects				
	E-mail	E-mail Correspondence		14.00	\$2,100.00
				14.00	\$2,100.00
		10/3/2023	email correspondence with local developer regarding housing project in Pequot Lakes that will bring 12 new homes to the area. Developer needs assistance to provide additional units to the area and needs to access additional funding. Discussed funding options that could be available to the project, such as the housing trust fund. Further discussions will occur as the project moves forward with the presale of lots.	1.50	\$225.00
		10/6/2023	email correspondence to provide detailed information regarding housing trust fund, housing study and community needs with 2 developers from the area. Also conducted a phone call to discuss documents.	1.50	\$225.00
		10/17/2023	email correspondence with state officials regarding housing programs and their availability for projects located in greater Minnesota. Received information from state representatives to review.	1.50	\$225.00
		10/19/2023	conference call with national developer regarding site locations for new development. This is a commercial development that will include purchase of existing buildings in the area for redevelopment for training purposes and expansion of existing product line.	2.00	\$300.00
		10/23/2023	email correspondence with national developer regarding available properties located in Crow Wing County that could be purchased and redeveloped for commercial expansion.	1.50	\$225.00
		10/24/2023	virtual conference call with city staff and developer to discuss multi-family project slated for crow wing county city. Developers are looking for some city assistance to bring city water and sewer to site. Provided state grant options to both parties to consider.	2.00	\$300.00
		10/26/2023	conference call with city staff and national developer to discuss possible blighted properties located in the area that could be purchased for commercial expansion project.	2.50	\$375.00
		10/30/2023	email correspondence with city staff in Crosslake regarding housing project in the city.	1.50	\$225.00

Mtgs	Meetings	50.00	\$7,500.00
		50.00	\$7,500.00
10/2/2023	BLAEDC staff meetings with CREDI staff and city of Crosby and Ironton officials regarding development projects in the area. Staff have been approached regarding 2 properties in the area that are blighted and in need of redevelopment. Discussions with city staff regarding properties to determine if IRRRB funding could be used to assist these projects. Staff will bring back recommendations to city staff and the board after follow up meetings.	2.50	\$375.00
10/4/2023	Crosslake EDA meeting which involved review of survey completed by BLAEDC staff to discuss housing needs in the community. Also met with developer who participated in the survey to discuss housing options for multi-family unit in Crosslake.	3.00	\$450.00
10/5/2023	Community meeting with metro based developer to discuss housing study and needs for Crow Wing county to develop additional housing opportunities. Discussed challenges of providing affordable units in this current market. Showed developer available properties in 5 communities in the county. Additional meetings will follow.	2.50	\$375.00
10/9/2023	BLAEDC staff participating in meetings to discuss redevelopment project in Brainerd. Reviewed plans and worked through timelines to determine funding and completion dates. Staff also presented survey findings at Crosslake City Council meeting and fielding questions from staff and council members regarding future of housing in Crosslake. Staff prepared detailed reports for both meetings.	5.00	\$750.00
10/10/2023	Crow Wing County board meeting, BLAEDC staff time to prepare reports and present at meeting.	3.00	\$450.00
10/13/2023	BLAEDC staff to present and provide updates to board, city, county officials regarding updates on housing trust fund and local projects that staff have been assisting. Review of project documentation and address any questions regarding projects with all in attendance. Discussions regarding housing trust fund and local support for program was focus of meeting. Staff time to create and provide reports.	3.50	\$525.00
10/17/2023	Presentation and reporting by BLAEDC staff to the Pequot Lakes EDC regarding upcoming housing projects, and 2 redevelopment projects for vacant properties located in Pequot Lakes. Discussions will continue regarding redevelopment properties to include city officials and developer. Meeting with potential business owner regarding financing assistance for redevelopment project in Baxter.	5.50	\$825.00
10/18/2023	BLAEDC staff reporting and presenting to city officials in Crosby regarding multi-family housing project. Land has been identified by developer for project. Discussions regarding infrastructure needs to the site location also discussions regarding use of IRRRB funding, housing trust fund and possible gap financing.	3.50	\$525.00

10/19/2023	BLAEDC staff attending and presenting at a meeting in Crosslake to discuss possible site locations for new housing project. Project is in its preliminary stage, but EDA staff and city staff wanted to review what opportunities for assistance are available at the local and state level to assist project. Provided review of state funding options with group. More discussions will follow once council has had an opportunity to gather more information.	3.00	\$450.00
10/20/2023	BLAEDC staff attending walk through and review and redevelopment project in Brainerd. Staff accessed funds to assist project which will result in additional childcare slots in Crow Wing County. Project completion date should be near the first of the year.	2.00	\$300.00
10/24/2023	Meeting with local business regarding redevelopment of some of their existing space to create on-site training facility. Building is currently not used for specific purpose, so redevelopment will allow for new use of space and possibly bring other business needs to location.	2.50	\$375.00
10/25/2023	Development meeting in Crosby to discuss multi-family building opportunities. Brought personal from the hospital to discuss needs of the largest employer and how this developer can build to suit.	3.00	\$450.00
10/26/2023	Tour of redeveloped commercial property located outside of Brainerd. Discussed with owners opportunities for further redevelopment of property to accommodate growth and expansion of existing business. Owners reviewed financing opportunities with grant dollars from state for created training facility on site.	3.50	\$525.00
10/30/2023	BLAEDC staff meeting with Baxter city officials regarding repurpose of city owned building. Reviewed plans prior to the meeting and presented ideas for future use of property. As current building sits, significant redevelopment would need to occur to meet the future needs of the region. Building would be ideal site for childcare facility and business incubator.	4.50	\$675.00
10/31/2023	Onsite meeting with developer to review housing projects and collaborate on future housing projects located in Crow Wing County. Developer is working to create single family homes in the area. Staff provided details regarding city services as well as review of marketing plans and pricepoint data that developer can use with new development projects.	3.00	\$450.00
		<b>64.00</b>	<b>\$9,600.00</b>
		<b>64.00</b>	<b>\$9,600.00</b>
		<b>64.00</b>	<b>\$9,600.00</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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# 2023 CWC HRA BLAEDC/CREDI

## STAFF TIME- December



Date Range: 12/1/2023 - 12/31/2023

Project	Task	Date	Comment	Hours	Amount
Crow Wing County HRA					
CWC HRA-Redev	Redevelopment Projects				
E-mail	E-mail Correspondence			20.50	\$3,075.00
				20.50	\$3,075.00
		12/1/2023	phone call and site discussions with property developers regarding multiple sites in Brainerd, Baxter and Pequot Lakes for multi-family housing opportunities. Staff also shared location information via email.	2.00	\$300.00
		12/5/2023	conference call with national developer regarding property for redevelopment or demolition. Reviewed site plans for property and discussed options.	1.50	\$225.00
		12/6/2023	conference call with Crosslake Mayor regarding property and opportunities to access funding from state for single family housing building, discussed infrastructure needs to property as well.	1.50	\$225.00
		12/8/2023	Conference call and email correspondence with city officials in Pequot Lakes regarding housing development that is owned by the city for possible sale to private parties to complete development of area. 21 lots are available with city services already in place.	2.00	\$300.00
		12/12/2023	email correspondence with local developer regarding tax forfeited lands in Breezy Point for possible single family housing development.	1.50	\$225.00
		12/14/2023	email correspondence with local mayor regarding housing funds and opportunities to access funding for housing of all types.	1.00	\$150.00
		12/18/2023	video conference call with national developer discussing properties that would need to be redeveloped to bring new commercial development to the area. Developer is reviewing site and had questions regarding traffic flow and city services to site.	1.50	\$225.00
		12/19/2023	call with Baxter city administrator regarding city owner property for redevelopment in to a new business. Property is currently owned by the city but would be ideal for childcare, but the building would need a complete redevelopment plan.	1.50	\$225.00
		12/21/2023	email correspondence to deliver documents for meeting via virtually to review site plans with developer for crow wing county project. Staff presented city infrastructure needs as well as zoning discussions for multi-family housing opportunities.	2.00	\$300.00
		12/27/2023	Conference call with national developer regarding property for sale in northern Crow Wing County. Property would need to be demolished for development project, with the option of some of the existing property being salvaged for redevelopment.	2.50	\$375.00

	12/28/2023	conference call with Brainerd business owner regarding possible purchase of blighted property in Brainerd.	1.50	\$225.00
	12/29/2023	virtual call with developer who is looking for land in the county for large housing project. Developer currently has projects in other central Minnesota communities and would like to purchase land in the county to expand housing for both single family, duplexes and multi-family. Reviewed community profiles with developer and discussed financing.	2.00	\$300.00
<b>Mtgs</b>	<b>Meetings</b>		<b>44.00</b>	<b>\$6,600.00</b>
			44.00	\$6,600.00
	12/1/2023	BLAEDC staff meeting with potential building owner in Nisswa. Potential owner discussing funding options as building that the individual is looking to purchase would need substantial redevelopment. Building is currently vacant.	1.50	\$225.00
	12/4/2023	Development meeting in Crosslake with Mayor and county staff regarding potential site for single family homes and discussion regarding tax forfeited land that is adjacent to the property currently owned by the city of Crosslake.	2.50	\$375.00
	12/5/2023	Meeting with staff and local hospital staff regarding vacant building in Baxter for possible redevelopment opportunities. Staff provided contact information for ownership to determine future plans for property.	2.00	\$300.00
	12/6/2023	Staff presented reports for Crosslake EDA meeting that included available property for redevelopment in the city and also provided housing update to the group. Meeting with Mayor of Breezy Point regarding housing opportunities in the city as well as discussions regarding commercial development in the city with regard to possible redevelopment of 2 local buildings in the city limits. 1 property is currently under redevelopment.	5.00	\$750.00
	12/7/2023	Meeting with consultant and multi-family development group regarding Crosby apartment build. Reviewed preliminary site plan as well as funding opportunities, discussed housing trust fund, BLAEDC unified fund and other funding options within the state to complete project.	3.50	\$525.00
	12/8/2023	Board meeting that provided updates to board and city officials regarding redevelopment projects as well as housing projects that are moving forward in Crow Wing county. Staff reports were created and provided to those in attendance.	2.00	\$300.00
	12/11/2023	Meeting with Brainerd Y officials to review childcare updates and review plans for new childcare location in the first Lutheran building in Brainerd. This is a redevelopment project as the Y needed to completely change the layout to fit their needs. Also reviewed redevelopment project for new daycare center nearing completion in Brainerd. BLAEDC staff provided substantial assistance to these projects.	3.50	\$525.00

12/12/2023	BLAEDC staff created and provided reports for CWC HRA board meeting. Staff was present to discuss reports and provide verbal report to the board. Meeting with bank officials to discuss funding for redevelopment project in Brainerd. New business to be located in Brainerd and building would need redevelopment.	4.50	\$675.00
12/13/2023	Meeting with local individual who has purchased Brainerd building that will require some redevelopment which will require financing assistance. BLAEDC will continue to work with owner to determine needs.	2.50	\$375.00
12/14/2023	BLAEDC staff attending meetings with Central Lakes College staff regarding housing and potential sites to build new student housing on their Brainerd campus. Staff also attended a meeting to discuss Pequot Lakes housing opportunities and funding for possible infrastructure needs.	4.00	\$600.00
12/15/2023	Meeting with local owners to discuss redevelopment and repurposing of local building for new business concept and potential daycare facility. Staff reviewed funding sources for project.	2.00	\$300.00
12/19/2023	Pequot Lakes EDC meeting. BLAEDC staff presented on housing opportunities in the city. Also reviewed plans for sale of city owned property for single family housing developments. Project would bring 21 new single family homes to the city. Staff toured housing project within city limits that currently has homes being built for sale, developers wanted to discuss possible funding for expansion of development.	4.50	\$675.00
12/20/2023	Board meeting in Crosby to discuss properties and to update board on housing activities that are being discussed in and around the Cuyuna lakes area. Staff created reports and presented at the meeting.	3.50	\$525.00
12/21/2023	BLAEDC staff meeting with local business owner regarding possible expansion of current business in to a new facility located directly behind current property. Owner indicated that redevelopment of that new building would need to occur to meet the growing needs of business. Discussed financing opportunities to meet the expansion needs.	3.00	\$450.00
		64.50	\$9,675.00
		<b>64.50</b>	<b>\$9,675.00</b>
		<b>64.50</b>	<b>\$9,675.00</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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