



Housing & Redevelopment Authority

## Crow Wing County HRA Board Meeting Agenda

5:00pm Tuesday November 12<sup>th</sup>, 2024

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

**Commissioner Craig Nathan attending via WebEx at 8986 Sugarberry Creek,  
Brainerd, MN 56401**

Join from browser:

<https://brainerdhra.my.webex.com/brainerdhra.my/j.php?MTID=ma1830627ee9f5aaeca3b986a15e4fb32>

Join by phone: 415-655-0001

Meeting number (access code): 2553 691 9907

Meeting password: xHTmJwDf638

*"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 (Attachment 1 - Page 3)**

- a.** Approval of the Tuesday September 10th, 2024 Meeting Minutes
- b.** Approval of the Tuesday October 8th, 2024 Meeting Minutes
- c.** Approval of the Wednesday October 16th, 2024 Meeting Minutes

**5. REVIEW & ACCEPT FINANCIAL STATEMENTS (Attachment 2 - Page 9)**

- a.** CWC HRA Combined Balance Sheets and Operating Statements for September 2024
- b.** CWC HRA Combined Balance Sheets and Operating Statements for October 2024
- c.** CWC HRA September and October 2024 Payments

**6. UNFINISHED BUSINESS**

**7. NEW BUSINESS**

- a.** Purchase and Redevelopment Agreement Between CWC HRA and Level Contracting  
*(Attachment 3 - Page 39)*
- b.** Authorize Participation in the Minnesota City Participation Program (MCPP)  
*(Attachment 4 - Page 71)*
  - i.** 2024 MCPP Usage Report
  - ii.** 2025 MN City Participation Program (MCPP) Application
  - iii.** MHFA MCPP Program Application Commitment Agreement

**8. REPORTS/UPDATES:**

- a.** Executive Director Report *(Attachment 5 - Page 81)*
- b.** Housing Trust Fund *(Attachment 6 - Page 83)*
- c.** Brainerd HRA/Rehab Programs *(Attachment 7 - Page 85)*
- d.** BLAEDC/CREDI *(Attachment 8 - Page 87)*
- e.** CWC

**9. COMMISSIONER COMMENTS**

**10. NEXT MEETING** Tuesday December 10<sup>th</sup>, 2024

**11. ADJOURNMENT**

**CWC HRA Commissioners:**

Zach Tabatt, Chair - District 3 (12-31-24)  
Richard (George) Burton, Vice Chair - District 1 (12-31-27)  
Tyler Gardner, Commissioner - District 2 (12-31-28)  
Michael Aulie, Commissioner - District 5 (12-31-26)  
Craig Nathan, Commissioner - District 4 (12-31-25)



Housing & Redevelopment Authority

**Crow Wing County HRA  
BOARD MEETING MINUTES  
09/10/2024**

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, Meeting Room 1 and via Webex video/teleconference at 5:00 p.m., Tuesday, September 10<sup>th</sup>, 2024.

- 1. CALL TO ORDER:** Chair Zachary Tabatt called the meeting to order at 5:00 p.m.
- 2. ROLL CALL:** Present: Commissioners George Burton, Zach Tabatt, Tyler Gardner. Absent: Michael Aulie and Craig Nathan

Others present: Executive Director Eric Charpentier, Finance Director Karen Young, Rehab Director John Schommer, Crow Wing County Administrative Services Director Jory Danielson. Absent: BLAEDC Executive Director Tyler Glynn.

Guests: Michael Duval.

- 3. APPROVE OF AGENDA:**

**Commissioner Burton motioned to approve the agenda for September 10<sup>th</sup>, 2024 as presented. Seconded by Commissioner Gardner. Motion carried Unanimously.**

- 4. Oath of Office:**
  - a. Commissioner Gardner, Appointee**  
Eric Charpentier administered the Oath of Office to newly appointed Commissioner Tyler Gardner.

- 5. APPROVE MINUTES:**

**Commissioner Burton motioned to approve the Minutes of August 13<sup>th</sup>, 2024 as presented. Seconded by Commissioner Tabatt. Motion carried Unanimously.**

- 6. REVIEW AND ACCEPT FINANCIAL STATEMENTS:**  
The CWC HRA Levy and Housing Trust Fund Loan Fund and the Financial Information, including payments made for August 2024 was presented by Karen Young.

**Commissioner Burton motioned to approve and accept the Financial Statements as presented. Seconded by Commissioner Gardner. Motion carried Unanimously.**

**7. UNFINISHED BUSINESS: None**

**8. NEW BUSINESS: None**

**9. REPORTS:**

**a. Executive Director Report**

The executive director's report was presented by Eric Charpentier highlighting the NAHRO Conference. He also noted that Pequot Lakes HRA had preliminary levy set for West Grove as presented to the Board at the August meeting.

**b. Housing Trust Fund Report**

The housing trust fund report was presented by Eric Charpentier

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

The rehab report was presented by John Schommer highlighting the progress made with outlots E & F.

**d. BLAEDC/CREDI:**

Report included in the packet.

**e. CWC:**

Crow Wing County Administrative Services Director Danielson reported that the Budget Committee is to meet Thursday, September 12<sup>th</sup> and the County will set the preliminary levy on September 24th, 2024.

**10. HRA Commissioner Comments:**

Burton noted he would be attending the Crow Wing Township meeting. There will be discussions with the new owner of the Mills property to clarify use of the lots on the "south side" of the highway with the township.

**11. NEXT MEETING: Tuesday, October 8th, 2024**

**12. ADJOURNMENT:**

**Commissioner Burton motioned to adjourn the meeting. Seconded by Commissioner Gardner. Motion carried Unanimously. Meeting adjourned at 5:28 pm.**



**Crow Wing County HRA  
BOARD MEETING MINUTES  
10/08/2024**

A regular meeting of the Board of Commissioners of the Housing and Redevelopment Authority (HRA) in and for the County of Crow Wing, Minnesota, was held at the Crow Wing County Land Services Building, Pine/Maple Meeting Room and via Webex video/teleconference at 5:00 p.m., Tuesday, October 8<sup>th</sup>, 2024.

- 1. CALL TO ORDER:** Chair Zachary Tabatt called the meeting to order at 5:03 p.m.
- 2. ROLL CALL:** Present: Commissioners Richard (George) Burton and Zach Tabatt. Absent: Craig Nathan, Tyler Gardner, and Michael Aulie.

Others present: Executive Director Eric Charpentier, Finance Director Karen Young, Rehab Director John Schommer, Operations Administrative Specialist Hannah Anderson, Crow Wing County Administrative Services Director Jory Danielson, Crow Wing County Land Services Director Gary Griffin, BLAEDC Executive Director Tyler Glynn.

Guests: Michael Duval.

**3. REVIEW AND APPROVE AGENDA:**

**Due to the lack of a quorum, the motion could not be made. The matter will be tabled for discussion and a vote at the next scheduled meeting.**

**4. APPROVE MINUTES:**

**Due to the lack of a quorum, the motion could not be made. The matter will be tabled for discussion and a vote at the next scheduled meeting.**

**5. REVIEW AND ACCEPT FINANCIAL STATEMENTS:**

*The Housing Trust Fund and financial information for September 2024 was presented by Karen Young.*

**Due to the lack of a quorum, the motion could not be made. The matter will be tabled for discussion and a vote at the next scheduled meeting.**

**6. UNFINISHED BUSINESS:** None

**7. NEW BUSINESS:**

- a. **Purchase and Redevelopment Agreement between CWC HRA & Level Contracting**  
**(Attachment 3 pg. 21)**

**Due to the lack of a quorum, the motion could not be made. The matter will be tabled for discussion and a vote at the next scheduled meeting.**

**8. REPORTS:**

- a. **Executive Director Report**

*The executive director's report was presented by Eric Charpentier.*

- b. **Housing Trust Fund Report**

*The housing trust fund report was presented by Eric Charpentier.*

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

*The rehab report was presented by John Schommer.*

- d. **BLAEDC/CREDI:**

*September 2024 staff time billing reports were presented along with an overview of office happenings by Tyler Glynn.*

Glynn noted it would be beneficial to have Charpentier speak at a future BLAEDC board meeting to discuss the development of 805 Laurel Street.

- e. **CWC:**

*Crow Wing County Administrative Services Director Jory Danielson had no new information or updates at this time.*

**9. HRA Commissioner Comments:**

Crow Wing County Land Services Director, Gary Griffin, provided updates on the process for tax-forfeited properties in Crow Wing County.

**10. NEXT MEETING:** Tuesday, November 12<sup>th</sup>, 2024

**11. ADJOURNMENT:**

**Due to the lack of a quorum, the motion could not be made. The meeting was adjourned at 5:45 p.m.**



**Crow Wing County HRA  
BOARD MEETING MINUTES  
10/16/2024**

A special 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., Wednesday October 16<sup>th</sup>, 2024.

- 1. CALL TO ORDER:** Chair Zachary Tabatt called the meeting to order at 5:00 p.m.
- 2. ROLL CALL:** Present: Commissioners George Burton, Zach Tabatt, Michael Aulie, Craig Nathan (via Webex). Absent: Tyler Gardner

Others present: Executive Director Eric Charpentier, Rehab Director John Schommer

Guests: None

- 3. APPROVE OF AGENDA:**

**Commissioner Aulie motioned to approve the agenda for October 16<sup>th</sup>, 2024 as presented. Seconded by Commissioner Burton. Motion carried Unanimously via Roll Call vote.**

- 4. UNFINISHED BUSINESS: None**
- 5. NEW BUSINESS: Purchase and Redevelopment Agreement between CWC HRA & Level Contracting (Attachment 3 pg. 21)**

**Commissioner Nathan made the motion to approve Resolution No. 2024-05 approving the purchase and redevelopment agreement between the Housing and Redevelopment Authority in and for the County of Crow Wing and Level Contracting LLC. Seconded by Commissioner Burton. No further discussion of the motion, this resolution passed with a roll call vote with all commissioners in favor of the motion.**

- 6. NEXT MEETING: Tuesday, November 12<sup>th</sup>, 2024,**

**7. ADJOURNMENT:**

**Commissioner Aulie motioned to adjourn the meeting. Seconded by Commissioner Burton. Motion carried Unanimously. Meeting adjourned at 5:04 pm.**



Housing & Redevelopment Authority

To: CWC HRA Board Members

From: Karen Young, Finance Director

Date: November 6, 2024

Re: Review and Accept Financial Statements

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**CWC SCDP Local Income**

Reflected in the October financial statements is the receipt of \$11,788.52 in SCDP Local Income from Crow Wing County. The balance in this account is currently \$108,473.43. These funds are used as leverage dollars for SCDP grant applications to help municipalities throughout CWC.

**Housing Trust Fund (HTF) Loan Payoff**

Reflected in the October financial statements is the loan payoff for a HTF down payment assistance loan in the amount of \$20,000.

**September Financial Statements**

Due to the lack of a quorum at the October board meeting, we are representing the September financial statements for approval.

Reflected in the September financial statements is the closing that took place for the purchase of the three lots in Brainerd Oaks for a total of \$15,678.15 as approved at the May meeting. Of this, \$6,900 went to the City for SAC/WAC/Park Fees, \$7,017.15 went to the City in lieu of assessments, and \$487.50 were for closing costs. We were reimbursed for direct costs of \$1,273.50. With this closing, 93% of the total lots have been purchased by the developer

**Action Requested: Accept the September and October financial statements as submitted.**

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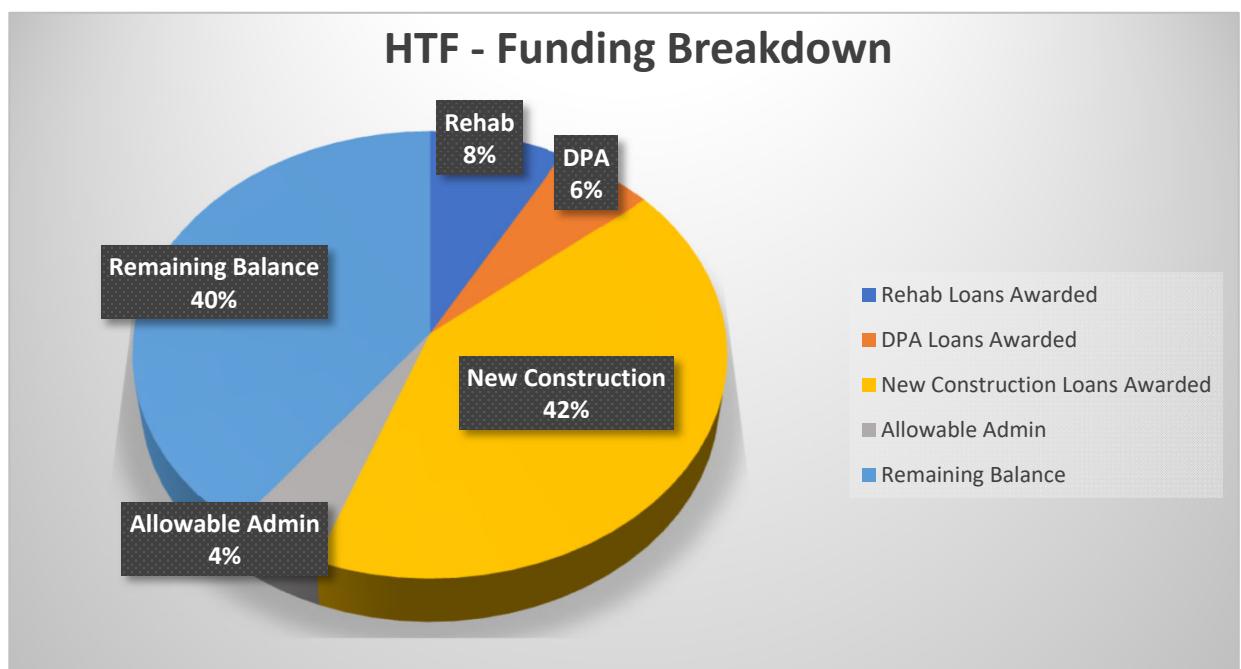
# Housing Trust Fund Projection

HTF - Funding Breakdown	
<b>Revenue Sources:</b>	
Levy Approved Total	\$ 2,200,000.00
CWC Local Housing Aid	\$ 157,496.00
Interest Earned To Date	\$ 35,847.00
Total	\$ 2,393,343.00
<b>Loans Awarded:</b>	
Rehabilitation (9)	\$ 193,335.00
Down Payment Assistance (7)	\$ 140,000.00
New Construction (1)	\$ 1,000,000.00
Total	\$ 1,333,335.00
5% Allowable Admin	\$ 110,000.00
<b>Remaining Balance</b>	<b>\$ 950,008.00</b>

Approved Applications:	
New Construction	\$ 1,300,000.00
Total	\$ 1,300,000.00
Balance	\$ (349,992.00)

Other Funding Sources:	
TIF - RLF	\$ 444,047.07
Non-TIF RLF	\$ 119,245.03
CWC Funding	\$ -
MH Funding	\$ -
Total	\$ 563,292.10
Balance	\$ 213,300.10

Applications:	
Pueringer	\$ 460,000.00
Creekside Comm.	\$ 500,000.00
McKay	\$ 120,000.00
Owner Occupied	
Rehab (7)	\$ 175,000.00
Total	\$ 1,255,000.00
Balance	\$ (1,041,699.90)



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Crow Wing County HRA  
September Financials

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**Crow Wing County HRA****Balance Sheet****September 2024****Program: 850 - Crow Wing County HRA****Project: 1. General Fund**

	<b>Period Amount</b>	<b>Balance</b>
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	(13,452.89)	485,914.51
<b>TOTAL ASSETS</b>	<b>(13,452.89)</b>	<b>485,914.51</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	(13,452.89)	291,919.00
2806.000 Retained Earnings	0.00	193,995.51
<b>TOTAL SURPLUS</b>	<b>(13,452.89)</b>	<b>485,914.51</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>(13,452.89)</b>	<b>485,914.51</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Nine Months Ending 09/30/2024**  
**Program: 850 - Crow Wing County HRA      Project: 1. General Fund**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3610.000 Interest Revenue	2,147.97	0.00	2,147.97	12,036.17	0.00	12,036.17	0.00	12,036.17
3690.000 Other Income	0.00	2,470.83	(2,470.83)	148,895.03	22,237.50	126,657.53	29,650.00	119,245.03
3691.000 Property Tax Revenue	0.00	29,026.67	(29,026.67)	348,320.00	261,240.00	87,080.00	348,320.00	0.00
<b>TOTAL INCOME</b>	<b>2,147.97</b>	<b>31,497.50</b>	<b>(29,349.53)</b>	<b>509,251.20</b>	<b>283,477.50</b>	<b>225,773.70</b>	<b>377,970.00</b>	<b>131,281.20</b>
<b>EXPENSES</b>								
4110.000 Admin Salaries	150.00	375.00	225.00	2,175.00	3,375.00	1,200.00	4,500.00	2,325.00
4130.000 Legal	0.00	833.33	833.33	4,916.50	7,500.00	2,583.50	10,000.00	5,083.50
4140.000 Staff Training	0.00	125.00	125.00	0.00	1,125.00	1,125.00	1,500.00	1,500.00
4150.000 Travel	9.38	33.33	23.95	127.18	300.00	172.82	400.00	272.82
4171.000 Auditing Fees	0.00	820.83	820.83	8,820.00	7,387.50	(1,432.50)	9,850.00	1,030.00
4172.000 Management Fee	15,430.00	15,430.00	0.00	138,870.00	138,870.00	0.00	185,160.00	46,290.00
4190.000 Other Admin Exp	0.00	16.67	16.67	20.00	150.00	130.00	200.00	180.00
4500.000 TIF Expense	0.00	50.00	50.00	69.13	450.00	380.87	600.00	530.87
4510.000 Insurance	0.00	241.67	241.67	2,763.00	2,175.00	(588.00)	2,900.00	137.00
4540.000 ER FICA	11.48	29.17	17.69	166.39	262.50	96.11	350.00	183.61
4590.000 Other General Exp	0.00	12,067.50	12,067.50	59,405.00	108,607.50	49,202.50	144,810.00	85,405.00
<b>TOTAL EXPENSES</b>	<b>15,600.86</b>	<b>30,022.50</b>	<b>14,421.64</b>	<b>217,332.20</b>	<b>270,202.50</b>	<b>52,870.30</b>	<b>360,270.00</b>	<b>142,937.80</b>
<b>SURPLUS</b>	<b>(13,452.89)</b>	<b>1,475.00</b>	<b>(14,927.89)</b>	<b>291,919.00</b>	<b>13,275.00</b>	<b>278,644.00</b>	<b>17,700.00</b>	<b>274,219.00</b>

**Crow Wing County HRA**  
**Balance Sheet**  
**September 2024**

**Program: 850 - Crow Wing County HRA**      **Project: 2. SCDP**

	<b>Period</b>	<b>Amount</b>	<b>Balance</b>
<b>ASSETS</b>			
1129.210 Cash - A/R General Fund		0.00	96,684.91
<b>TOTAL ASSETS</b>		<b>0.00</b>	<b>96,684.91</b>
<b>LIABILITIES AND SURPLUS</b>			
<b>SURPLUS</b>			
2806.000 Retained Earnings		0.00	96,684.91
<b>TOTAL SURPLUS</b>		<b>0.00</b>	<b>96,684.91</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>		<b>0.00</b>	<b>96,684.91</b>
<b>PROOF</b>		<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Nine Months Ending 09/30/2024**  
**Program: 850 - Crow Wing County HRA      Project: 2. SCDP**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3690.000 Other Income	0.00	1,666.67	(1,666.67)	0.00	15,000.00	(15,000.00)	20,000.00	(20,000.00)
<b>TOTAL INCOME</b>	<b>0.00</b>	<b>1,666.67</b>	<b>(1,666.67)</b>	<b>0.00</b>	<b>15,000.00</b>	<b>(15,000.00)</b>	<b>20,000.00</b>	<b>(20,000.00)</b>
<b>EXPENSES</b>								
4600.001 SCDP Expense	0.00	1,666.67	1,666.67	0.00	15,000.00	15,000.00	20,000.00	20,000.00
<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>0.00</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>20,000.00</b>	<b>20,000.00</b>
<b>SURPLUS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA****Balance Sheet****September 2024****Program: 850 - Crow Wing County HRA****Project: 3. Revolving Fund - TIF**

	Period Amount	Balance
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	1,591.85	442,435.68
<b>TOTAL ASSETS</b>	<b>1,591.85</b>	<b>442,435.68</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	1,591.85	12,962.85
2806.000 Retained Earnings	0.00	429,472.83
<b>TOTAL SURPLUS</b>	<b>1,591.85</b>	<b>442,435.68</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>1,591.85</b>	<b>442,435.68</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Nine Months Ending 09/30/2024**  
**Program: 850 - Crow Wing County HRA      Project: 3. Revolving Fund - TIF**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3610.000 Interest Revenue	1,591.85	0.00	1,591.85	12,936.20	0.00	12,936.20	0.00	12,936.20
3610.001 Interest Rev Vctual	0.00	3.33	(3.33)	39.99	30.00	9.99	40.00	(0.01)
<b>TOTAL INCOME</b>	<b>1,591.85</b>	<b>3.33</b>	<b>1,588.52</b>	<b>12,976.19</b>	<b>30.00</b>	<b>12,946.19</b>	<b>40.00</b>	<b>12,936.19</b>
<b>EXPENSES</b>								
4500.001 TIF Expense Vctual	0.00	1.67	1.67	13.34	15.00	1.66	20.00	6.66
<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>1.67</b>	<b>1.67</b>	<b>13.34</b>	<b>15.00</b>	<b>1.66</b>	<b>20.00</b>	<b>6.66</b>
<b>SURPLUS</b>	<b>1,591.85</b>	<b>1.66</b>	<b>1,590.19</b>	<b>12,962.85</b>	<b>15.00</b>	<b>12,947.85</b>	<b>20.00</b>	<b>12,942.85</b>

**Crow Wing County HRA****Balance Sheet****September 2024****Program: 850 - Crow Wing County HRA****Project: 4. Development Fund**

	<b>Period Amount</b>	<b>Balance</b>
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	703.50	(493.00)
1450.000 Land Held for Resale	(15,678.15)	69,972.24
<b>TOTAL ASSETS</b>	<b>(14,974.65)</b>	<b>69,479.24</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>LIABILITIES</b>		
2600.000 Def'd Inflow of Resources	(15,678.15)	69,972.24
<b>TOTAL LIABILITIES</b>	<b>(15,678.15)</b>	<b>69,972.24</b>
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	703.50	(493.00)
<b>TOTAL SURPLUS</b>	<b>703.50</b>	<b>(493.00)</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>(14,974.65)</b>	<b>69,479.24</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Nine Months Ending 09/30/2024**  
**Program: 850 - Crow Wing County HRA      Project: 4. Development Fund**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3694.000 Development Revenue	15,678.15	7,226.67	8,451.48	75,508.07	65,040.00	10,468.07	86,720.00	(11,211.93)
<b>TOTAL INCOME</b>	<b>15,678.15</b>	<b>7,226.67</b>	<b>8,451.48</b>	<b>75,508.07</b>	<b>65,040.00</b>	<b>10,468.07</b>	<b>86,720.00</b>	<b>(11,211.93)</b>
<b>EXPENSES</b>								
4130.000 Legal	0.00	250.00	250.00	1,222.00	2,250.00	1,028.00	3,000.00	1,778.00
4430.000 Contracts Costs	570.00	133.33	(436.67)	1,339.38	1,200.00	(139.38)	1,600.00	260.62
4591.000 Closing Costs	487.50	83.33	(404.17)	975.00	750.00	(225.00)	1,000.00	25.00
4592.000 SAC/WAC/Park Fees	6,900.00	1,166.67	(5,733.33)	13,800.00	10,500.00	(3,300.00)	14,000.00	200.00
4600.006 Development Expense	7,017.15	5,593.33	(1,423.82)	58,664.69	50,340.00	(8,324.69)	67,120.00	8,455.31
<b>TOTAL EXPENSES</b>	<b>14,974.65</b>	<b>7,226.66</b>	<b>(7,747.99)</b>	<b>76,001.07</b>	<b>65,040.00</b>	<b>(10,961.07)</b>	<b>86,720.00</b>	<b>10,718.93</b>
<b>SURPLUS</b>	<b>703.50</b>	<b>0.01</b>	<b>703.49</b>	<b>(493.00)</b>	<b>0.00</b>	<b>(493.00)</b>	<b>0.00</b>	<b>(493.00)</b>

**Crow Wing County HRA****Balance Sheet****September 2024****Program: 850 - Crow Wing County HRA****Project: 5. Housing Trust Fund**

	Period Amount	Balance
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	2,350.86	745,201.01
1141.000 HTF Loan Receivable	0.00	1,340,731.00
<b>TOTAL ASSETS</b>	<b>2,350.86</b>	<b>2,085,932.01</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	2,350.86	295,601.67
2806.000 Retained Earnings	0.00	1,790,330.34
<b>TOTAL SURPLUS</b>	<b>2,350.86</b>	<b>2,085,932.01</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>2,350.86</b>	<b>2,085,932.01</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Nine Months Ending 09/30/2024**  
**Program: 850 - Crow Wing County HRA      Project: 5. Housing Trust Fund**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3610.000 Interest Revenue	2,682.36	166.67	2,515.69	18,271.49	1,500.00	16,771.49	2,000.00	16,271.49
3690.000 Other Income	0.00	0.00	0.00	157,496.00	0.00	157,496.00	0.00	157,496.00
3691.000 Property Tax Revenue	0.00	33,333.33	(33,333.33)	120,496.37	300,000.00	(179,503.63)	400,000.00	(279,503.63)
<b>TOTAL INCOME</b>	<b>2,682.36</b>	<b>33,500.00</b>	<b>(30,817.64)</b>	<b>296,263.86</b>	<b>301,500.00</b>	<b>(5,236.14)</b>	<b>402,000.00</b>	<b>(105,736.14)</b>
<b>EXPENSES</b>								
4130.000 Legal	331.50	81.25	(250.25)	657.50	731.25	73.75	975.00	317.50
4150.000 Travel	0.00	2.08	2.08	4.69	18.75	14.06	25.00	20.31
4600.008 HTF Expense	0.00	1,583.33	1,583.33	0.00	14,250.00	14,250.00	19,000.00	19,000.00
<b>TOTAL EXPENSES</b>	<b>331.50</b>	<b>1,666.66</b>	<b>1,335.16</b>	<b>662.19</b>	<b>15,000.00</b>	<b>14,337.81</b>	<b>20,000.00</b>	<b>19,337.81</b>
<b>SURPLUS</b>	<b>2,350.86</b>	<b>31,833.34</b>	<b>(29,482.48)</b>	<b>295,601.67</b>	<b>286,500.00</b>	<b>9,101.67</b>	<b>382,000.00</b>	<b>(86,398.33)</b>

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Crow Wing County HRA  
October Financials

**Crow Wing County HRA****Balance Sheet****October 2024****Program: 850 - Crow Wing County HRA****Project: 1. General Fund**

	<b>Period Amount</b>	<b>Balance</b>
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	(14,415.43)	471,499.08
<b>TOTAL ASSETS</b>	<b>(14,415.43)</b>	<b>471,499.08</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	(14,415.43)	277,503.57
2806.000 Retained Earnings	0.00	193,995.51
<b>TOTAL SURPLUS</b>	<b>(14,415.43)</b>	<b>471,499.08</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>(14,415.43)</b>	<b>471,499.08</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Ten Months Ending 10/31/2024**  
**Program: 850 - Crow Wing County HRA      Project: 1. General Fund**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3610.000 Interest Revenue	2,120.09	0.00	2,120.09	14,156.26	0.00	14,156.26	0.00	14,156.26
3690.000 Other Income	0.00	2,470.83	(2,470.83)	148,895.03	24,708.33	124,186.70	29,650.00	119,245.03
3691.000 Property Tax Revenue	0.00	29,026.67	(29,026.67)	348,320.00	290,266.67	58,053.33	348,320.00	0.00
<b>TOTAL INCOME</b>	<b>2,120.09</b>	<b>31,497.50</b>	<b>(29,377.41)</b>	<b>511,371.29</b>	<b>314,975.00</b>	<b>196,396.29</b>	<b>377,970.00</b>	<b>133,401.29</b>
<b>EXPENSES</b>								
4110.000 Admin Salaries	300.00	375.00	75.00	2,475.00	3,750.00	1,275.00	4,500.00	2,025.00
4130.000 Legal	0.00	833.33	833.33	4,916.50	8,333.33	3,416.83	10,000.00	5,083.50
4140.000 Staff Training	575.00	125.00	(450.00)	575.00	1,250.00	675.00	1,500.00	925.00
4150.000 Travel	207.56	33.33	(174.23)	334.74	333.33	(1.41)	400.00	65.26
4171.000 Auditing Fees	0.00	820.83	820.83	8,820.00	8,208.33	(611.67)	9,850.00	1,030.00
4172.000 Management Fee	15,430.00	15,430.00	0.00	154,300.00	154,300.00	0.00	185,160.00	30,860.00
4190.000 Other Admin Exp	0.00	16.67	16.67	20.00	166.67	146.67	200.00	180.00
4500.000 TIF Expense	0.00	50.00	50.00	69.13	500.00	430.87	600.00	530.87
4510.000 Insurance	0.00	241.67	241.67	2,763.00	2,416.67	(346.33)	2,900.00	137.00
4540.000 ER FICA	22.96	29.17	6.21	189.35	291.67	102.32	350.00	160.65
4590.000 Other General Exp	0.00	12,067.50	12,067.50	59,405.00	120,675.00	61,270.00	144,810.00	85,405.00
<b>TOTAL EXPENSES</b>	<b>16,535.52</b>	<b>30,022.50</b>	<b>13,486.98</b>	<b>233,867.72</b>	<b>300,225.00</b>	<b>66,357.28</b>	<b>360,270.00</b>	<b>126,402.28</b>
<b>SURPLUS</b>	<b>(14,415.43)</b>	<b>1,475.00</b>	<b>(15,890.43)</b>	<b>277,503.57</b>	<b>14,750.00</b>	<b>262,753.57</b>	<b>17,700.00</b>	<b>259,803.57</b>

**Crow Wing County HRA**  
**Balance Sheet**  
**October 2024**

**Program: 850 - Crow Wing County HRA**      **Project: 2. SCDP**

	<b>Period</b>	<b>Amount</b>	<b>Balance</b>
<b>ASSETS</b>			
1129.210 Cash - A/R General Fund		11,788.52	108,473.43
<b>TOTAL ASSETS</b>		<b>11,788.52</b>	<b>108,473.43</b>
<b>LIABILITIES AND SURPLUS</b>			
<b>SURPLUS</b>			
2700.000 Income & Expense Summary (Current Year)		11,788.52	11,788.52
2806.000 Retained Earnings		0.00	96,684.91
<b>TOTAL SURPLUS</b>		<b>11,788.52</b>	<b>108,473.43</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>		<b>11,788.52</b>	<b>108,473.43</b>
<b>PROOF</b>		<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Ten Months Ending 10/31/2024**  
**Program: 850 - Crow Wing County HRA      Project: 2. SCDP**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3690.000 Other Income	11,788.52	1,666.67	10,121.85	11,788.52	16,666.67	(4,878.15)	20,000.00	(8,211.48)
<b>TOTAL INCOME</b>	<b>11,788.52</b>	<b>1,666.67</b>	<b>10,121.85</b>	<b>11,788.52</b>	<b>16,666.67</b>	<b>(4,878.15)</b>	<b>20,000.00</b>	<b>(8,211.48)</b>
<b>EXPENSES</b>								
4600.001 SCDP Expense	0.00	1,666.67	1,666.67	0.00	16,666.67	16,666.67	20,000.00	20,000.00
<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>1,666.67</b>	<b>1,666.67</b>	<b>0.00</b>	<b>16,666.67</b>	<b>16,666.67</b>	<b>20,000.00</b>	<b>20,000.00</b>
<b>SURPLUS</b>	<b>11,788.52</b>	<b>0.00</b>	<b>11,788.52</b>	<b>11,788.52</b>	<b>0.00</b>	<b>11,788.52</b>	<b>0.00</b>	<b>11,788.52</b>

**Crow Wing County HRA****Balance Sheet****October 2024****Program: 850 - Crow Wing County HRA****Project: 3. Revolving Fund - TIF**

	Period Amount	Balance
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	1,611.39	444,047.07
<b>TOTAL ASSETS</b>	<b>1,611.39</b>	<b>444,047.07</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	1,611.39	14,574.24
2806.000 Retained Earnings	0.00	429,472.83
<b>TOTAL SURPLUS</b>	<b>1,611.39</b>	<b>444,047.07</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>1,611.39</b>	<b>444,047.07</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Ten Months Ending 10/31/2024**  
**Program: 850 - Crow Wing County HRA      Project: 3. Revolving Fund - TIF**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3610.000 Interest Revenue	1,611.39	0.00	1,611.39	14,547.59	0.00	14,547.59	0.00	14,547.59
3610.001 Interest Rev Vctual	0.00	3.33	(3.33)	39.99	33.33	6.66	40.00	(0.01)
<b>TOTAL INCOME</b>	<b>1,611.39</b>	<b>3.33</b>	<b>1,608.06</b>	<b>14,587.58</b>	<b>33.33</b>	<b>14,554.25</b>	<b>40.00</b>	<b>14,547.58</b>
<b>EXPENSES</b>								
4500.001 TIF Expense Vctual	0.00	1.67	1.67	13.34	16.67	3.33	20.00	6.66
<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>1.67</b>	<b>1.67</b>	<b>13.34</b>	<b>16.67</b>	<b>3.33</b>	<b>20.00</b>	<b>6.66</b>
<b>SURPLUS</b>	<b>1,611.39</b>	<b>1.66</b>	<b>1,609.73</b>	<b>14,574.24</b>	<b>16.66</b>	<b>14,557.58</b>	<b>20.00</b>	<b>14,554.24</b>

**Crow Wing County HRA****Balance Sheet****October 2024****Program: 850 - Crow Wing County HRA      Project: 4. Development Fund**

	<b>Period Amount</b>	<b>Balance</b>
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	(169.00)	(662.00)
1450.000 Land Held for Resale	0.00	69,972.24
<b>TOTAL ASSETS</b>	<b>(169.00)</b>	<b>69,310.24</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>LIABILITIES</b>		
2600.000 Def'd Inflow of Resources	0.00	69,972.24
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>69,972.24</b>
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	(169.00)	(662.00)
<b>TOTAL SURPLUS</b>	<b>(169.00)</b>	<b>(662.00)</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>(169.00)</b>	<b>69,310.24</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Ten Months Ending 10/31/2024**  
**Program: 850 - Crow Wing County HRA      Project: 4. Development Fund**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3694.000 Development Revenue	0.00	7,226.67	(7,226.67)	75,508.07	72,266.67	3,241.40	86,720.00	(11,211.93)
<b>TOTAL INCOME</b>	<b>0.00</b>	<b>7,226.67</b>	<b>(7,226.67)</b>	<b>75,508.07</b>	<b>72,266.67</b>	<b>3,241.40</b>	<b>86,720.00</b>	<b>(11,211.93)</b>
<b>EXPENSES</b>								
4130.000 Legal	169.00	250.00	81.00	1,391.00	2,500.00	1,109.00	3,000.00	1,609.00
4430.000 Contracts Costs	0.00	133.33	133.33	1,339.38	1,333.33	(6.05)	1,600.00	260.62
4591.000 Closing Costs	0.00	83.33	83.33	975.00	833.33	(141.67)	1,000.00	25.00
4592.000 SAC/WAC/Park Fees	0.00	1,166.67	1,166.67	13,800.00	11,666.67	(2,133.33)	14,000.00	200.00
4600.006 Development Expense	0.00	5,593.33	5,593.33	58,664.69	55,933.33	(2,731.36)	67,120.00	8,455.31
<b>TOTAL EXPENSES</b>	<b>169.00</b>	<b>7,226.66</b>	<b>7,057.66</b>	<b>76,170.07</b>	<b>72,266.66</b>	<b>(3,903.41)</b>	<b>86,720.00</b>	<b>10,549.93</b>
<b>SURPLUS</b>	<b>(169.00)</b>	<b>0.01</b>	<b>(169.01)</b>	<b>(662.00)</b>	<b>0.01</b>	<b>(662.01)</b>	<b>0.00</b>	<b>(662.00)</b>

**Crow Wing County HRA****Balance Sheet****October 2024****Program: 850 - Crow Wing County HRA****Project: 5. Housing Trust Fund**

	Period Amount	Balance
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	13,506.29	758,707.30
1141.000 HTF Loan Receivable	(10,946.20)	1,329,784.80
<b>TOTAL ASSETS</b>	<b>2,560.09</b>	<b>2,088,492.10</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	2,560.09	298,161.76
2806.000 Retained Earnings	0.00	1,790,330.34
<b>TOTAL SURPLUS</b>	<b>2,560.09</b>	<b>2,088,492.10</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>2,560.09</b>	<b>2,088,492.10</b>
<b>PROOF</b>		
	0.00	0.00
	=====	=====

**Crow Wing County HRA**  
**Operating Statement**  
**Ten Months Ending 10/31/2024**  
**Program: 850 - Crow Wing County HRA      Project: 5. Housing Trust Fund**

	Period Amount	Period Budget	Period Variance	YTD Amount	YTD Budget	YTD Variance	Annual Budget	Remaining Budget
<b>INCOME</b>								
3610.000 Interest Revenue	2,714.09	166.67	2,547.42	20,985.58	1,666.67	19,318.91	2,000.00	18,985.58
3690.000 Other Income	0.00	0.00	0.00	157,496.00	0.00	157,496.00	0.00	157,496.00
3691.000 Property Tax Revenue	0.00	33,333.33	(33,333.33)	120,496.37	333,333.33	(212,836.96)	400,000.00	(279,503.63)
<b>TOTAL INCOME</b>	<b>2,714.09</b>	<b>33,500.00</b>	<b>(30,785.91)</b>	<b>298,977.95</b>	<b>335,000.00</b>	<b>(36,022.05)</b>	<b>402,000.00</b>	<b>(103,022.05)</b>
<b>EXPENSES</b>								
4130.000 Legal	154.00	81.25	(72.75)	811.50	812.50	1.00	975.00	163.50
4150.000 Travel	0.00	2.08	2.08	4.69	20.83	16.14	25.00	20.31
4600.008 HTF Expense	0.00	1,583.33	1,583.33	0.00	15,833.33	15,833.33	19,000.00	19,000.00
<b>TOTAL EXPENSES</b>	<b>154.00</b>	<b>1,666.66</b>	<b>1,512.66</b>	<b>816.19</b>	<b>16,666.66</b>	<b>15,850.47</b>	<b>20,000.00</b>	<b>19,183.81</b>
<b>SURPLUS</b>	<b>2,560.09</b>	<b>31,833.34</b>	<b>(29,273.25)</b>	<b>298,161.76</b>	<b>318,333.34</b>	<b>(20,171.58)</b>	<b>382,000.00</b>	<b>(83,838.24)</b>

**Crow Wing County HRA**  
**Payment Summary Report**  
**September - October 2024**

Payment Number	Payment Date	Vendor	Description	Check Amount
ACH	9/6/2024	John Schommer	Mileage	\$ 9.38
26621	9/19/2024	Kennedy & Graven	Legal - HTF Loan Payoff	\$ 331.50
26622	9/19/2024	Landwerx LLC	Brush Mowing - Brainerd Oaks	\$ 570.00
ACH	10/3/2024	Eric Charpentier	Mileage	\$ 207.56
26646	10/3/2024	David Smith Construction	HTF OORL	\$ 9,053.80
26651	10/3/2024	Kennedy & Graven, Chartered	Legal	\$ 77.00
26679	10/17/2024	Kennedy & Graven, Chartered	Legal	\$ 140.50
26683	10/17/2024	MN Chapter NAHRO	Fall Conference Registration	\$ 575.00
26713	10/31/2024	Kennedy & Graven, Chartered	Legal	\$ 105.50
<b>Total</b>				<b>\$ 11,070.24</b>

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Housing & Redevelopment Authority

**To:** CWC HRA Board Members

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

**Date:** November 5<sup>th</sup>, 2024

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

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On October 28<sup>th</sup>, 2024 Level Contracting LLC requested to purchase the last remaining lot located in Dalmar Estates with a total purchase price of \$30,667.86 and would like to close on November 13<sup>th</sup>, 2024. Kennedy & Graven has drafted the Purchase and Redevelopment Agreement and corresponding resolution (see attached).

**Action Requested: Approve Resolution No. 2024-06, 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 7, Block 1, DALMAR ESTATES, Crow Wing County, Minnesota

1. **Parties.** This Purchase and Redevelopment Agreement (the “Agreement”) is made as of November \_\_\_, 2024, 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 3062 Ni Gig Trl NW, Cass Lake MN 56633 (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 7, Block 1, DALMAR ESTATES, 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 November \_\_\_, 2024. (*1 day from date of this Agreement*)
4. **Price and Terms.** The price for the Property is \$30,667.86 (“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 November \_\_\_, 2024.
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 recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886216, as further amended by a Second Amendment thereto, dated as of March 14, 2017, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886217, as further amended by a Third Amendment thereto, dated as of April 12, 2022, and recorded in the office of the Crow Wing Recorder on June 20, 2023 as Document No. 985256, and as assigned and assumed by the Buyer pursuant to

an Assignment and Assumption of Master Purchase and Redevelopment Contract, dated as of October 8, 2019, and recorded in the office of the Crow Wing County Recorder on October 17, 2019 as Document No. A-924227 (hereafter collectively referred to as the “Master Agreement”).

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

- A. Seller shall pay, at or before closing, any and all real estate taxes due and payable in 2023 and prior years. Real estate taxes for taxes payable year 2024 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 revesting 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: \_\_\_\_\_ By: \_\_\_\_\_  
Its Chair Its Executive Director

STATE OF MINNESOTA  
} ss.  
COUNTY OF CROW WING

The foregoing was acknowledged before me this \_\_\_\_\_ day of November 2024, 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.

---

Notary Public

**BUYER: LEVEL CONTRACTING, LLC**

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

STATE OF MINNESOTA

} ss.

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

The foregoing was acknowledged before me this \_\_\_\_\_ day of November 2024, by Montgomery Jensen, the Chief Manager 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
Lot 7, Block 1, DALMAR ESTATES	41280526	\$30,667.86
<b>Total</b>		<b>\$30,667.86</b>

**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 \$30,667.86 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: (A) 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, dated as of September 13, 2016, identified as "Master Purchase and Redevelopment Contract," as amended by a First Amendment thereto, dated November 8, 2016, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886216, as further amended by a Second Amendment thereto, dated as of March 14, 2017, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886217, as further amended by a Third Amendment thereto, dated as of April 12, 2022, and recorded in the office of the Crow Wing Recorder on June 20, 2023 as Document No. 985256, and as assigned by an Assignment and Assumption of Master Purchase and Redevelopment Contract, dated October 8, 2019, and recorded in the office of the Crow Wing County Recorder on October 17, 2019 as Document No. A-924227 (hereafter collectively referred to as the "Master Agreement"), and (B) an agreement entered into between the Grantor and Grantee on the \_\_\_\_ of November, 2024, 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 \_\_\_\_\_, 2024.

- 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 \_\_\_\_\_, 2024, 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.

---

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  
3062 Ni Gig Trl NW  
Cass Lake, MN 56633

**EXHIBIT C**

**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 \_\_\_\_\_;

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 November, 2024, 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, on behalf of the authority.

---

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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STATE OF MINNESOTA      }  
                                    }SS  
COUNTY OF CROW WING      }

**AFFIDAVIT REGARDING CORPORATION**

Eric Charpentier, being first duly sworn, on oath says that:

1. He is the Executive Director, of the Housing and Redevelopment Authority in and for the County of Crow Wing, a public body corporate and politic under the laws of the State of Minnesota, the corporation named as Grantee in the document dated October 7, 2016, and filed for record October 18, 2016, as Document No. A-879897, in the Office of the County Recorder of Crow Wing County, Minnesota and in the document dated April 6, 2022, and filed for record April 12, 2022 as Document No. 969422, in the office of the County Recorder of Crow Wing County, Minnesota.
2. Said corporation's principal place of business is at 324 East River Road, Brainerd, MN 56401, and said corporation's principal place of business during the past ten years has been at:

324 East River Road, Brainerd, MN 56401; and  
326 Laurel Street, Brainerd, MN 56401.

3. There have been no:
  - a) Bankruptcy or dissolution proceedings involving said corporation during the time said corporation has had any interest in the premises described in Exhibit A attached hereto ("Premises");
  - b) Unsatisfied judgments of record against said corporation nor any actions pending in any courts, which affect the Premises;
  - c) Tax liens against said corporation; except as herein stated: None.
4. Any bankruptcy or dissolution proceedings of record against corporations with the same or similar names, during the time period in which the above named corporation had any interest in the Premises, are not against the above named corporation.
5. Any judgments or tax liens of record against parties with the same or similar names are not against the above named corporation.
6. There has been no labor or materials furnished to the Premises for which payment has not been

made.

7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises except as stated herein: None.
8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein: None.
9. There are no encroachments or boundary line questions affecting the Premises of which Affiant has knowledge.

Affiant knows the matters herein stated are true and makes this Affidavit for the purpose of inducing the passing of title to the Premises.

Subscribed and sworn to before me this \_\_\_\_ day  
of November, 2024.

---

Eric Charpentier

Notary Public

NOTARIAL STAMP OR SEAL

THIS INSTRUMENT WAS DRAFTED BY:  
KENNEDY & GRAVEN, CHARTERED  
150 S 5<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

## Exhibit A

Lot 7, Block 1, DALMAR ESTATES, Crow Wing County, Minnesota

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## QUIT CLAIM DEED

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

**Date:** \_\_\_\_\_

**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 \$30,667.86 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"):

Lot 7, Block 1, DALMAR ESTATES, Crow Wing County, Minnesota

*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: (A) 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, dated as of September 13, 2016, identified as "Master Purchase and Redevelopment Contract," as amended by a First Amendment thereto, dated November 8, 2016, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886216, as further amended by a Second Amendment thereto, dated as of March 14, 2017, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886217, as further amended by a Third Amendment thereto, dated as of April 12, 2022, and

recorded in the office of the Crow Wing Recorder on June 20, 2023 as Document No. 985256, and as assigned by an Assignment and Assumption of Master Purchase and Redevelopment Contract, dated October 8, 2019, and recorded in the office of the Crow Wing County Recorder on October 17, 2019 as Document No. A-924227 (hereafter collectively referred to as the "Master Agreement"), and (B) an agreement entered into between the Grantor and Grantee on the \_\_\_\_ of November, 2024, 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 November, 2024.

- 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 \_\_\_\_\_

Zach Tabatt

Its Chair

By \_\_\_\_\_

Eric Charpentier

Its Executive Director

STATE OF MINNESOTA )  
                         ) ss  
COUNTY OF CROW WING)

On this \_\_\_\_ day of November, 2024, 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 5th Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300

Tax Statements should be sent to:

Level Contracting, LLC  
3062 Ni Gig Trl NW  
Cass Lake MN 56633

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

RESOLUTION NO. 2024-06

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, 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 recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886216, as further amended by a Second Amendment thereto, dated as of March 14, 2017, and recorded in the office of the Crow Wing County Recorder on March 17, 2017 as Document No. A-886217, as further amended by a Third Amendment thereto, dated as of April 12, 2022, and recorded in the office of the Crow Wing Recorder on June 20, 2023 as Document No. 985256 (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, the “Buyer”) by an Assignment and Assumption of Master Purchase and Redevelopment Contract, dated October 8, 2019, and recorded in the office of the Crow Wing County Recorder on October 17, 2019 as Document No. A-924227, 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 "2024D Agreement") related to one or more specific lots to be conveyed to the Buyer in 2024 and described on Exhibit A to this resolution (the "2024D Lots") and finds that conveyance of the 2024D Lots conforms to the provisions of the Master Contract and the 2024D 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 2024D Agreement as presented to the Board, including the sale of the 2024D 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 2024D 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 2024D Agreement.

Approved by the Board of Commissioners of the Housing and Redevelopment Authority in and for the County of Crow Wing this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Chair

ATTEST:

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Executive Director

EXHIBIT A

2024D LOTS

Lot 7, Block 1, DALMAR ESTATES, Crow Wing County, Minnesota



Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: November 12<sup>th</sup>, 2024  
Re: Authorize Participation in the Minnesota City Participation Program

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Minnesota Housing sells mortgage revenue bonds on behalf of cities to meet locally identified housing needs. The proceeds of these bonds provide below-market interest rate home mortgage loans for low-and moderate-income first-time homebuyers. The Minnesota City Participation Program (MCPP) provides cities throughout the state with a unique opportunity to easily access housing resources to meet the needs of their citizens without having the administrative burden of running their own bond program. The first-time homebuyers access the program through their local lenders and have access to downpayment and closing cost assistance if needed.

Funds are available to local participating lenders to offer low interest loans to eligible home buyers. The funds are initially available to the specific community. For 2024, \$1,253,115 was allocated for Crow Wing County and as of 10/31/2024, \$7,331,557 in loans have been committed (see Attachment ). This equates to a usage rate of 585% which will allow us to participate in this program in 2025 (there is a minimum usage requirement of 50% of the allocation in order to participate the following year.) Statewide, the program has helped 2,065 first time homebuyers with incomes below 80% of the Area Median Income with home mortgage loans and a total of 2,997 total homeowners received loans through this program through October of this year.

In order to participate in the MCPP, we need to submit the application by Wednesday, January 15<sup>th</sup>, 2025 (see Attachment ).

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

**Action Requested: Authorize Executive Director to submit the 2025 Minnesota Cities Participation Program application to Minnesota Housing.**

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## 2024 MCPP Usage Report 1.16.2024 - 11.30.2024 (Applies to Start Up Program Loans Only)

For Informational Purposes Only

Applicant Name	Allocation Amount	Committed Loans	Committed Amount	*Usage Test	% of Usage	**Additional Start Up Loans		Step Up Loans		Total Loan Activity		Downpayment and Closing Cost Loans		
						Committed Loans	Committed Amount	Committed Loans	Committed Amount	Committed Loans	Committed Amount	% of First Mortgage	Total Amount of Downpayment	
Aitkin	\$ 300,526	6	\$896,466	MET	298%	0	\$ -	1	\$ 139,600	7	\$1,036,066	100%	\$ 112,100	
Alexandria	\$ 276,088	4	\$679,650	MET	246%	2	\$ 519,900	1	\$ 300,457	7	\$1,500,007	100%	\$ 121,500	
Anoka	\$ 6,661,718	242	\$63,352,351	MET	951%	62	\$ 19,286,561	50	\$ 16,102,293	354	\$98,741,205	91%	\$ 5,342,507	
Becker	\$ 646,455	12	\$1,926,699	MET	298%	3	\$ 936,531	4	\$ 973,511	19	\$3,836,741	100%	\$ 266,546	
Benton	\$ 275,075	2	\$387,900	MET	141%	0	\$ -	0	\$ -	2	\$387,900	100%	\$ 33,000	
Blue Earth - City of	\$ 100,000	2	\$111,199	MET	111%	0	\$ -	0	\$ -	2	\$111,199	100%	\$ 31,150	
Blue Earth - County of	\$ 1,285,114	29	\$5,458,664	MET	425%	7	\$ 1,722,089	7	\$ 1,827,472	43	\$9,008,225	93%	\$ 640,500	
Bluff Country HRA	\$ 739,069	14	\$2,264,528	MET	306%	2	\$ 301,980	2	\$ 362,465	18	\$2,928,973	100%	\$ 277,432	
Breckenridge	\$ 100,000	3	\$462,608	MET	463%	0	\$ -	0	\$ -	3	\$462,608	100%	\$ 33,000	
Carver	\$ 1,992,221	25	\$6,398,237	MET	321%	5	\$ 1,448,485	12	\$ 4,305,986	42	\$12,152,708	93%	\$ 599,550	
Chippewa	\$ 230,649	9	\$1,120,079	MET	486%	2	\$ 362,703	3	\$ 494,215	14	\$1,976,997	93%	\$ 182,500	
Chisago	\$ 1,068,230	32	\$8,421,974	MET	788%	11	\$ 3,459,052	9	\$ 2,744,534	52	\$14,625,560	98%	\$ 846,855	
Clay	\$ 1,226,669	33	\$6,260,342	MET	510%	7	\$ 1,579,280	11	\$ 2,643,642	51	\$10,483,264	100%	\$ 772,171	
Cloquet	\$ 232,693	9	\$1,505,920	MET	647%	2	\$ 545,200	3	\$ 589,000	14	\$2,640,120	100%	\$ 228,700	
Crow Wing	\$ 1,253,115	39	\$7,331,557	MET	585%	10	\$ 2,325,315	5	\$ 1,398,666	54	\$11,055,538	100%	\$ 836,618	
Fergus Falls & Perham HRAs	\$ 319,990	15	\$2,563,562	MET	801%	2	\$ 453,647	2	\$ 334,887	19	\$3,352,096	95%	\$ 247,900	
Foley	\$ 100,000	6	\$1,015,096	MET	1015%	0	\$ -	2	\$ 435,062	8	\$1,450,158	100%	\$ 123,850	
Freeborn County (Albert Lea admins)	\$ 559,014	42	\$5,632,800	MET	1008%	6	\$ 1,145,038	1	\$ 98,800	49	\$6,876,638	100%	\$ 750,800	
Grant	\$ 111,662	2	\$250,028	MET	224%	0	\$ -	2	\$ 435,579	4	\$685,607	100%	\$ 65,170	
Headwaters Regional Dev. Commiss.	\$ 1,591,356	13	\$2,168,688	MET	136%	7	\$ 1,259,030	2	\$ 455,000	22	\$3,882,718	95%	\$ 314,263	
Hennepin	\$ 15,496,924	380	\$93,374,411	MET	603%	105	\$ 32,398,912	82	\$ 24,749,512	567	\$150,522,835	91%	\$ 8,378,953	
Isanti	\$ 774,324	37	\$9,020,388	MET	1165%	5	\$ 1,517,304	8	\$ 2,480,525	50	\$13,018,217	94%	\$ 757,336	
Kandiyohi	\$ 818,189	33	\$4,940,359	MET	604%	6	\$ 1,358,495	4	\$ 979,424	43	\$7,278,278	93%	\$ 618,280	
McLeod	\$ 680,263	31	\$6,330,775	MET	931%	8	\$ 1,961,329	2	\$ 632,613	41	\$8,924,717	98%	\$ 654,974	
Meeker	\$ 432,502	21	\$3,545,252	MET	820%	3	\$ 611,941	6	\$ 1,268,649	30	\$5,425,842	100%	\$ 468,150	
Mower	\$ 734,493	83	\$13,076,172	MET	1780%	3	\$ 617,189	4	\$ 946,749	90	\$14,640,110	92%	\$ 1,265,076	
New Prague	\$ 150,860	5	\$1,210,523	MET	802%	1	\$ 272,423	4	\$ 1,222,550	10	\$2,705,496	90%	\$ 156,800	
New Ulm	\$ 255,322	4	\$605,469	MET	237%	0	\$ -	0	\$ -	4	\$605,469	100%	\$ 67,500	
North Mankato	\$ 269,269	5	\$953,261	MET	354%	1	\$ 133,600	1	\$ 190,950	7	\$1,277,811	100%	\$ 111,467	
NW MN Multi-Co. HRA	\$ 1,541,124	26	\$3,577,237	MET	232%	3	\$ 418,584	2	\$ 401,088	31	\$4,396,909	97%	\$ 358,973	
Oakdale	\$ 503,916	30	\$7,129,112	MET	1415%	5	\$ 1,506,477	5	\$ 1,563,661	40	\$10,199,250	95%	\$ 634,400	
Olmsted	\$ 3,039,902	60	\$13,403,091	MET	441%	16	\$ 4,690,182	16	\$ 4,614,489	92	\$22,707,762	91%	\$ 1,343,382	
Osakis	\$ 100,000	2	\$307,040	MET	307%	0	\$ -	0	\$ -	2	\$307,040	100%	\$ 28,250	
Otter Tail	\$ 775,373	7	\$861,658	MET	111%	0	\$ -	2	\$ 193,595	9	\$1,055,253	100%	\$ 115,410	
Pine County HRA	\$ 500,841	13	\$2,444,368	MET	488%	2	\$ 556,448	5	\$ 1,478,321	20	\$4,479,137	100%	\$ 334,981	
Ramsey	\$ 4,344,968	121	\$28,064,928	MET	646%	32	\$ 9,650,849	19	\$ 5,997,828	172	\$43,713,605	89%	\$ 2,531,160	
Red Wing	\$ 305,211	6	\$1,214,305	MET	398%	2	\$ 432,850	5	\$ 1,295,827	13	\$2,942,982	92%	\$ 195,800	
Rice	\$ 1,239,530	31	\$6,661,113	MET	537%	13	\$ 3,245,485	11	\$ 2,931,015	55	\$12,837,613	96%	\$ 837,272	
Sandstone	\$ 100,000	1	\$130,500	MET	131%	0	\$ -	0	\$ -	1	\$130,500	100%	\$ 16,500	
Sartell	\$ 354,648	8	\$1,886,497	MET	532%	3	\$ 904,166	5	\$ 1,361,698	16	\$4,152,361	100%	\$ 264,400	
Sauk Rapids	\$ 245,265	9	\$2,083,042	MET	849%	4	\$ 978,895	4	\$ 1,047,233	17	\$4,109,170	88%	\$ 243,000	
Scott	\$ 2,707,485	57	\$16,694,661	MET	617%	22	\$ 7,410,997	16	\$ 5,623,311	95	\$29,728,969	91%	\$ 1,454,732	
SE MN Multi-Co. HRA	\$ 1,405,513	27	\$5,088,150	MET	362%	9	\$ 2,105,580	11	\$ 3,092,072	47	\$10,285,802	100%	\$ 748,322	
Sherburne	\$ 1,713,527	39	\$10,649,782	MET	622%	11	\$ 3,572,344	12	\$ 3,583,315	62	\$17,805,441	94%	\$ 897,648	
St Cloud	\$ 1,286,507	84	\$16,479,638	MET	1281%	16	\$ 3,927,987	13	\$ 2,811,578	113	\$23,219,203	94%	\$ 1,672,599	
St James	\$ 100,000	2	\$251,550	MET	252%	0	\$ -	0	\$ -	2	\$251,550	100%	\$ 32,549	
St Joseph	\$ 128,738	2	\$397,000	MET	308%	1	\$ 229,900	3	\$ 830,110	6	\$1,457,010	100%	\$ 101,000	
St Louis	\$ 3,634,316	140	\$19,940,049	MET	549%	22	\$ 4,368,964	31	\$ 5,910,083	193	\$30,219,096	98%	\$ 2,856,504	
Owatonna/Steele County	\$ 701,391	29	\$5,859,138	MET	835%	3	\$ 738,747	9	\$ 2,426,467	41	\$9,024,352	90%	\$ 609,850	
Stevens County HRA	\$ 170,052	4	\$630,709	MET	371%	2	\$ 278,320	2	\$ 412,665	8	\$1,321,694	100%	\$ 128,700	
SW Regional Dev. Commission	\$ 2,134,615	57	\$8,245,353	MET	386%	7	\$ 1,157,596	4	\$ 602,817	68	\$10,005,766	97%	\$ 896,570	
Swift	\$ 181,864	8	\$1,163,438	MET	640%	0	\$ -	1	\$ 33,300	9	\$1,196,738	100%	\$ 134,600	
Washington	\$ 4,463,051	87	\$23,725,090	MET	532%	27	\$ 8,266,268	26	\$ 8,599,061	140	\$40,590,419	92%	\$ 2,139,370	
Winona - City of	\$ 470,217	15	\$2,417,796	MET	514%	3	\$ 456,953	1	\$ 194,000	19	\$3,068,749	100%	\$ 301,570	
Wright	\$ 2,726,460	62	\$16,771,002	MET	615%	15	\$ 5,057,657	23	\$ 7,627,833	100	\$29,456,492	93%	\$ 1,534,708	
<b>Totals</b>	<b>\$ 73,556,303</b>	<b>2,065</b>	<b>\$447,341,205</b>		<b>608%</b>	<b>478</b>	<b>\$ 134,171,253</b>	<b>454</b>	<b>#####</b>	<b>2,997</b>	<b>\$710,255,966</b>	<b>94%</b>	<b>\$ 44,716,898</b>	

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

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

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# Minnesota Housing 2025 Minnesota City Participation Program (MCPP) Application

Attachment 4b.

**Minnesota Housing must receive your application by email between January 2-15, 2025 at 5:00**

**Please provide all the information below.**

## Agency Contact Information

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

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

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

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

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

## Administrative Information

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

## Signature

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

Signature

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

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

## Program and Contact Information

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

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

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**MINNESOTA HOUSING FINANCE AGENCY  
MINNESOTA CITY PARTICIPATION PROGRAM**

**PROGRAM APPLICATION  
COMMITMENT AGREEMENT**

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

**RECITALS:**

- A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2a is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the "Code"), on behalf of the City, and it will issue bonds for that purpose (the "Bonds").
- B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minnesota Statutes §474A.061, Subd. 2a(c).
- C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use the proceeds from the issuance of the Bonds to fund the Program.
- D. The City has requested and received a set-aside of funds from the Program.
- E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing's designated Master Servicer (the "Master Servicer") to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender").
- F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.
- G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

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

1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Start Up Procedural Manual and this Agreement.
2. **Commitment and Commitment Amount.** The City, which applied in January 2025 for a commitment, hereby requests that Minnesota Housing cause its Master Servicer to purchase Mortgages that have been originated by the Lender and meet the requirements of, and are made in accordance with the provisions of, this Agreement, the Program, and the Procedural Manual. Minnesota Housing, by accepting this Agreement, commits to the purchase of those Mortgages in the aggregate principal amount (the "Commitment Amount") to be determined and allocated

by Minnesota Housing in accordance with Minnesota Statutes §474A.061, Subd. 2a(d), and provided to the City.

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

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

**4. Commitment Term.** The term of this Agreement and the City's participation in the Program (the "Commitment Term") will commence on January 16, 2025 and shall continue through November 30, 2025. This Agreement, and the City's participation in the Program, will automatically terminate, without the need for any action by either party hereto, at the end of the Commitment Term.

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

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

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

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

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

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

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

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

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

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

14. **Agreement Conditional Upon Minnesota Housing Approval.** This Agreement will be a binding obligation of Minnesota Housing upon its execution by Minnesota Housing and delivery of a copy of the same to the City; provided, however, Minnesota Housing may, in its sole option and discretion, any time on or after January 16, 2025 revoke such obligation and terminate this Agreement if the City has not fully executed and returned a fully executed original hereof to Minnesota Housing. That revocation and termination will be accomplished and evidenced by Minnesota Housing notifying the City thereof by way of a "Certified Letter - Return Receipt Requested" addressed and delivered to the City. Upon revocation and termination this Agreement will be null and void and of no force or effect.

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

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

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

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

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

### **Minnesota Housing APPROVAL**

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

### **MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
Kayla Schuchman  
Its: Assistant Commissioner, Single-Family Division

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025



Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: November 12<sup>th</sup>, 2024  
Re: Executive Director Report

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**Brainerd Lakes Area Housing Summit**

John and I attended the Brainerd Lakes Area Housing Summit that was hosted by Minnesota Housing on October 23<sup>rd</sup>. There were 5 sessions along with 2 case study reviews during the summit with a variety of speakers from around the state. I was invited to speak about our experience with creating the housing trust fund and how we are trying to leverage our local levy dollars with the state funding. The summit was attended by over 100 individuals from around the region and was a good opportunity to chat with stakeholders and developers.

**MN State Housing Tax Credits**

Karen and I recently attended a webinar about the new state tax credit program that was created in 2023. This program is designed so that individuals or businesses with state income tax liability can purchase tax credits and put those tax credits to use locally through designating their tax credit to a housing project of their choice. This is a strategy that we are looking into with the developer of the 805 Laurel Street project as a potential avenue to close the funding gap that was created by not getting awarded funding through the workforce housing grant. The developer is tentatively scheduled to present this information to the BLAEDC board at their December 13<sup>th</sup> meeting to get this information out to the greater business community in the region.

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

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Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: October 8<sup>th</sup>, 2024  
Re: Housing Trust Fund Report

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**Developer Meetings**

I have had meetings with two new developers within the last month to listen to potential housing projects and to discuss what role the CWC HRA may be able to play if those respective projects move forward. I have also had a discussion with a building owner that is interested in converting some commercial space into housing. I have discussed the housing trust fund with all these development groups and discussed the tax forfeit property policy with one of them. It is encouraging that we continue to have new developers engaging with us about housing in and around Crow Wing County.

**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: November 5, 2024  
 Re: Programs Report

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### **Outlots E & F**

There is going to be another round of funding for infrastructure grants through the State of Minnesota which the developer plans on applying for when it opens up, possibly yet this year.

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

Development	Total	# Sold to Developer	# Sold to End Buyer	For Sale	In Construction
Brainerd Oaks	81*	80	72	0	2
Serene Pines	24**	22	22	0	0
Dalmar Estates	7	6	5	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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**2024 CWC HRA**  
**BLAEDC/CREDI STAFF**  
**TIME- October**



Date Range: 10/1/2024 - 10/31/2024

Project	Date	Comment	Hours	Billing Amount
Crow Wing County HRA				
CWC HRA - Redev	10/2/2024	Redevelopment Projects email communication with city officials regarding housing project and use of TIF. Communication occurred with developer, city staff as well as TIF experts to determine use of financing for project.	1.50	\$225.00
	10/2/2024	Meeting w/ hotel developer regarding available land for a new property in Baxter. Developer is looking at a vacant building to remove and build new on site. Reviewed site plans as well as discussed funding opportunities for new commercial development.	3.00	\$450.00
	10/4/2024	email communication with Crosslake city administrator regarding use of housing trust fund to assist local project. Provided administrator with information regarding program after phone call.	1.50	\$225.00
	10/4/2024	BLAED staff in person meeting with Pequot Lakes city staff, developer and tax experts to discuss housing project and use of TIF financing. Project is a multi-family development that needs some additional funding sources to make happen. City is open to financing options.	3.50	\$525.00
	10/7/2024	BLAEDC staff meeting w/ new business owner who is looking for warehouse space in Brainerd Industrial Park. Owner needs space that can be redeveloped to accommodate needs. Also, additional space for expansion would be ideal. Staff showed available space and reviewed options.	2.50	\$375.00
	10/8/2024	email and video conference call with potential development opportunity in Brainerd. Project would include some single-family housing units. Project needs financing assistance, as well as some zoning help from the city. Project would bring a dozen new units to the area.	2.00	\$300.00
	10/8/2024	BLAEDC staff participation in the CWC HRA monthly board meeting. Staff time to prepare reports and attend and present at the board meeting.	2.00	\$300.00
	10/9/2024	BLAEDC staff meeting with potential business owner who is looking for retail space in Brainerd. Staff toured 2 vacant storefronts with owner who indicates that some redevelopment would need to occur for property to fit needs of business.	2.50	\$375.00
	10/10/2024	BLAEDC staff working with new business owner who has purchased building in downtown Brainerd for the move of their retail business. Toured property with owner who will need to make some redevelopment improvements to building with future plans for significant redevelopment of property.	3.00	\$450.00

10/14/2024	video conference call with national developer regarding new project in Baxter. This would be another multi-family project to add units to Baxter.	1.50	\$225.00
10/15/2024	BLAEDC staff preparing reports and attending Pequot Lakes EDC meeting to discuss housing opportunities as well as discussions surrounding vacant properties for redevelopment. City staff would like to see a listing of vacant properties on website. Staff will prepare full list of properties for next meeting.	3.50	\$525.00
10/16/2024	email communication and phone call with city of Crosby administrator regarding upcoming housing meeting. Provided information regarding project and need for infrastructure funding through state program.	1.50	\$225.00
10/16/2024	CREDI board meeting w/BLAEDC staff leading the discussion surrounding housing concerns that were learned from MN Design Team visit. Board to address concerns and develop plan to assist needs for community. Staff meeting w/local business owner to review plans for expansion of space that will require significant redevelopment of existing property. Work will begin in next 30 days, some funding assistance may be needed.	6.00	\$900.00
10/17/2024	BLAEDC staff meeting w/Crosby city officials regarding new housing project that has been proposed to city and BLAEDC. Project would potentially require annexation of property to bring it into city of Crosby. IRRRB discussion for funding assistance with infrastructure needs, this will be a multi-family project.	3.50	\$525.00
10/18/2024	BLAEDC staff involved in opening of new business in Crosslake, property was redeveloped to fit needs of new business. Funding assistance as well as technical assistance was provided by BLAEDC staff.	2.50	\$375.00
10/22/2024	email communication to provide housing funding sources for local developer. Phone call also to provide direction to local resources.	1.50	\$225.00
10/22/2024	BLAEDC staff attending a state meeting regarding MN State Housing tax credit program	2.00	\$300.00
10/23/2024	BLAEDC staff attending the MN Housing Summit, staff also presenting to manufacturers regarding housing shortages. where discussions surrounding housing and housing tax credit were discussed as well as other programs, such as housing trust fund could be accessed by employers to address housing shortages in region.	6.00	\$900.00

10/24/2024

1.50

\$225.00

video conference call with business owner who would like to redevelop local business for new opportunities. Discussion around ownership or lease of property and leasehold improvements that are needed for redevelopment.

10/24/2024	BLAEDC staff presenting and attending the childcare summit at Central Lakes College. BLAEDC presentation was regarding financing and locating new facilities in the region for redevelopment and conversion to childcare facilities. Funding opportunities from local, regional and state sources was discussed, as was use of IRRRB funding for any projects in Cuyuna range.	4.00	\$600.00
10/25/2024	BLAEDC staff meeting w/local property owner to discuss housing on property and funding sources available. Owner would like to develop open property for housing. Follow up meeting to review plans. Staff attending housing meeting for options and opportunities with Central Lakes College to develop land for additional housing units.	5.00	\$750.00
10/29/2024	BLAEDC staff email correspondence with property owner to provide details regarding grant funds to assist with housing project. Phone call also occurred to clarify documents.	1.50	\$225.00
10/29/2024	BLAEDC staff meeting w/local property owner who is redeveloping existing commercial building to include new apartments in upper 2 levels of building. Owner has received some grant dollars in the past for projects and is looking for new opportunities for grant assistance to complete project.	3.00	\$450.00
10/30/2024	BLAEDC staff meeting w/lender and owner of childcare property in Pequot Lakes for redevelopment of new building in town and expansion of existing property to grow childcare business. Funding assistance was discussed along with programs incentives that are available through state programs to assist expansion of childcare.	3.50	\$525.00
10/31/2024	Meeting w/commercial real estate agent regarding open lots and properties in Brainerd and Baxter that need new owners. Discussion surrounding housing needs but also redevelopment of properties for possible apartments. Existing commercial building in downtown Brainerd is being redeveloped for housing.	3.50	\$525.00

CWC HRA - Redev	Redevelopment Projects Total:	71.50	\$10,725.00
<b>Crow Wing County HRA Total:</b>	<b>71.50</b>	<b>\$10,725.00</b>	
<b>Grand Total</b>	<b>71.50</b>	<b>\$10,725.00</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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