



Housing & Redevelopment Authority

**Crow Wing County HRA Board Meeting Agenda**  
**5:00pm Tuesday January 14<sup>th</sup>, 2025**  
**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=m52e0088e4837b996c3b7980e8db3176d>

Join by phone: 415-655-0001

Meeting number (access code): 2559 575 8744

Meeting password: BPcT2pBxP47

*"Our mission is to support the creation and preservation of affordable housing, economic development, and redevelopment projects towards a more vibrant Crow Wing County."*

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. ANNUAL MEETING** (*Attachment 1 - Page 3*)
  - a.** Oath of Office, Commissioner Heppner (*Attachment 1a - Pg. 5*)
  - b.** Election of Officers
  - c.** Review of By-Laws (*Attachment 1c - Pg. 7*)
  - d.** 2025 Meeting Schedule (*Attachment 1d - Pg. 9*)
- 5. APPROVE MINUTES** (*Attachment 2 - Pg. 11*)
  - a.** Approval of the Tuesday, December 10<sup>th</sup>, 2024 Meeting Minutes
- 6. REVIEW & ACCEPT FINANCIAL STATEMENTS** (*Attachment 3 - Pg. 15*)
  - a.** CWC HRA Balance Sheets for December 2024
  - b.** CWC HRA Operating Statements for December 2024
  - c.** CWC HRA Payments for December 2024
- 7. UNFINISHED BUSINESS**

**8. NEW BUSINESS**

- a. Designation of Official Depository (Attachment 4 - Pg. 31)*
- b. Shared Services Agreement between CWC HRA and the Brainerd HRA (Attachment 5 - Pg. 33)*

**9. REPORTS/UPDATES:**

- a. Executive Director Report (Attachment 6 - Pg. 41)*
- b. Housing Trust Fund (Attachment 7 - Pg. 51)*
- c. Brainerd HRA/Rehab Programs (Attachment 8 - Pg. 53)*
- d. BLAEDC/CREDI (Attachment 9 - Pg. 55)*
- e. CWC*

**10. COMMISSIONER COMMENTS**

**11. NEXT MEETING** February 11<sup>th</sup>, 2025

**12. ADJOURNMENT**

**CWC HRA Commissioners:**

Katie Heppner, Commissioner - District 3 (12-31-29)  
Richard (George) Burton, Commissioner - 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

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: January 14<sup>th</sup>, 2025  
Re: Annual Meeting

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

#### Oath of Office

At the January 7<sup>th</sup>, 2025, Crow Wing County board meeting, Katherine Heppner was appointed as the District 3 representative on the Crow Wing County Housing and Redevelopment Authority for a term expiring 12/31/29. Katie will be administered the Oath of Office at our Annual Meeting.

#### Election of Officers for 2025

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

#### 2024 Officers and Commissioners

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

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

Secretary/Treasurer – Michael Morford, District 2, Term through 12-31-28

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

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

#### Review Bylaws

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

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

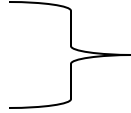
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# Oath

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STATE OF MINNESOTA

COUNTY OF CROW WING



SS.

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

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Katherine Heppner

Subscribed and sworn to before me this 14th day of January 2025.

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Eric Charpentier,  
Executive Director

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

Amended – January 11, 2011

Amended – January 9, 2017

**1. THE AUTHORITY**

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

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

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

**2. ORGANIZATION**

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

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

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

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

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

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

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

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

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

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

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

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

### **4. MISCELLANEOUS**

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

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

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





Housing &amp; Redevelopment Authority

## Crow Wing County HRA Board Meeting Schedule for 2025

Board meetings are typically held on the second Tuesday of each month at 5:00 p.m. in the Crow Wing County Land Services Building, Pine/Maple Meeting Room, 322 Laurel Street, Brainerd, MN. Meetings are also offered virtually via Webex Video/Teleconference. Details for joining each meeting are posted at <https://www.crowwing.us/413/Crow-Wing-County-HRA>.

MONTH	DAY	DATE
January	14	01-14-25
February	11	02-11-25
March	11	03-11-25
April	08	04-08-25
May	13	05-13-25
June	10	06-10-25
July	08	07-08-25
August	12	08-12-25
September	09	09-09-25
October	14	10-14-25
November	No Meeting	No Meeting
December	09	12-09-25

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Housing &amp; Redevelopment Authority

## Crow Wing County HRA BOARD MEETING MINUTES

**Wednesday, December 10<sup>th</sup>, 2024 @ 5:00pm**

A regular meeting of the Board of Commissioners of the Housing and Redevelopment Authority (HRA) in and for the County of Crow Wing, Minnesota, was held at the Crow Wing County Land Services Building, Pine/Maple Meeting Room and via Webex video/teleconference at 5:00 p.m., Tuesday, December 10<sup>th</sup>, 2024.

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

Others present: Executive Director Eric Charpentier, Finance Director Karen Young, Rehab Director John Schommer, BLAEDC Executive Director Tyler Glynn, and Operations Administrative Specialist Hannah Anderson.

### 3. REVIEW AND APPROVE AGENDA:

**Commissioner Gardner motioned to approve the agenda for Tuesday, December 10<sup>th</sup>, 2024, as presented. Seconded by Commissioner Aulie. Motion Carried Unanimously.**

### 4. APPROVE MINUTES:

- a. Approval of the Tuesday, November 12<sup>th</sup>, 2024 Meeting Minutes

**Commissioner Gardner motioned to approve the minutes of the November 12<sup>th</sup>, 2024, regular board meeting, as presented. Seconded by Commissioner Aulie. Motion Carried Unanimously.**

### 5. REVIEW AND ACCEPT FINANCIAL STATEMENTS:

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

- a. **CWC HRA Balance Sheet November 2024**
- b. **CWC HRA Operating Statement November 2024**
- c. **CWC HRA November 2024 Payments**

Commissioner Gardner inquired about the costs associated with Dalmar Estates. Young explained that the costs were determined based on the estimated market value at the time the agreement was established. Charpentier provided additional context by discussing the history of the lots and the agency's involvement. There was no further discussion.

**Commissioner Aulie motioned to accept the November financial statements as submitted. Seconded by Commissioner Gardner. Motion Carried Unanimously.**

**6. UNFINISHED BUSINESS: None**

**7. NEW BUSINESS:**

**a. Review and Discuss Fund Balance**

Commissioner Aulie sought clarification regarding allocating the \$119,245 that was received back from BLAEDC as committed funds. He expressed concern about underfunding in the Housing Trust Fund and emphasized the importance of advancing HTF projects to avoid losing potential applicants. Young and Charpentier advised that the funds can be committed to anything by year end.

Commissioner Aulie also raised concerns about the significant funding committed to the Thrifty White project, which currently lacks a clear completion date. Charpentier explained that the agency is continuing to be actively engaged with the developer, who is proceeding with the building demolition this week, and noted that the committed funds were leveraged in the developer's grant applications. There was no further discussion.

**Commissioner Aulie motioned to commit funding that is more than the 8-month policy threshold, for general housing and redevelopment initiatives. Seconded by Commissioner Gardner. Motion Carried Unanimously.**

**b. Shared Services Agreement between CWC HRA & BLADC**

**Commissioner Gardner motioned to approve Resolution No. 2024-07, approving the agreements for professional services between the CWC HRA and BLADC. Seconded by Commissioner Aulie. Motion Carried Unanimously via Roll Call Vote.**

**c. Shared Services Agreement between CWC HRA & CREDI**

**Commissioner Gardner motioned to approve Resolution No. 2024-08, approving the agreements for professional services between the CWC HRA and CREDI. Seconded by Commissioner Aulie. Motion Carried Unanimously via Roll Call Vote.**

**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.*

Commissioner Burton inquired about the commercial projects completed in Garrison. Schommer responded that they involved façade improvements for Garrison Animal Hospital and Tutt's Bait and Tackle. There was no further discussion.

**d. BLAEDC/CREDI:**

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

**e. CWC:**

*There were no updates.*

**9. COMMISSIONER COMMENTS: None**

**10. NEXT MEETING:** Tuesday, January 14<sup>th</sup>, 2025

**11. ADJOURNMENT:**

**Commissioner Aulie motioned to adjourn the meeting. Seconded by Commissioner Gardner. Motion Carried Unanimously. Meeting was adjourned at 6:02 PM.**

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members

From: Karen Young, Finance Director

Date: January 7, 2025

Re: Review and Accept Financial Statements

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#### **CWC HRA Tax Levy**

Reflected in the December financial statements is the deposit/receivable of \$257,416.56 in property tax and other tax revenue. The tax payments/receivables to date for 2024 totaled \$727,664.35. The approved levy for 2024 totaled \$748,320.

#### **Statewide Local Housing Aid**

Reflected in the December Housing Trust Fund financial statements is the deposit/receivable of \$157,496.00 for the 2024 Statewide Local Housing Aid from CWC. The 2023 funding of \$157,496 was received in February for total income received to date for 2024 of \$314,992.

#### **Housing Trust Fund Projection Sheet**

Reflected in the Housing Trust Fund Projection is the 2025 approved levy revenue of \$400,000. Also reflected is the 2025 Statewide Local Housing Aid for the approved amount of \$67,171 that we will receive later in the year from CWC.

#### **2024 Audit**

The 2024 audit fieldwork is scheduled with CliftonLarsonAllen (CLA) during the fourth week of February. The December financial statements do not fully reflect all year-end entries and adjustments. The final yearend entries and adjustments will be recorded prior to the audit.

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

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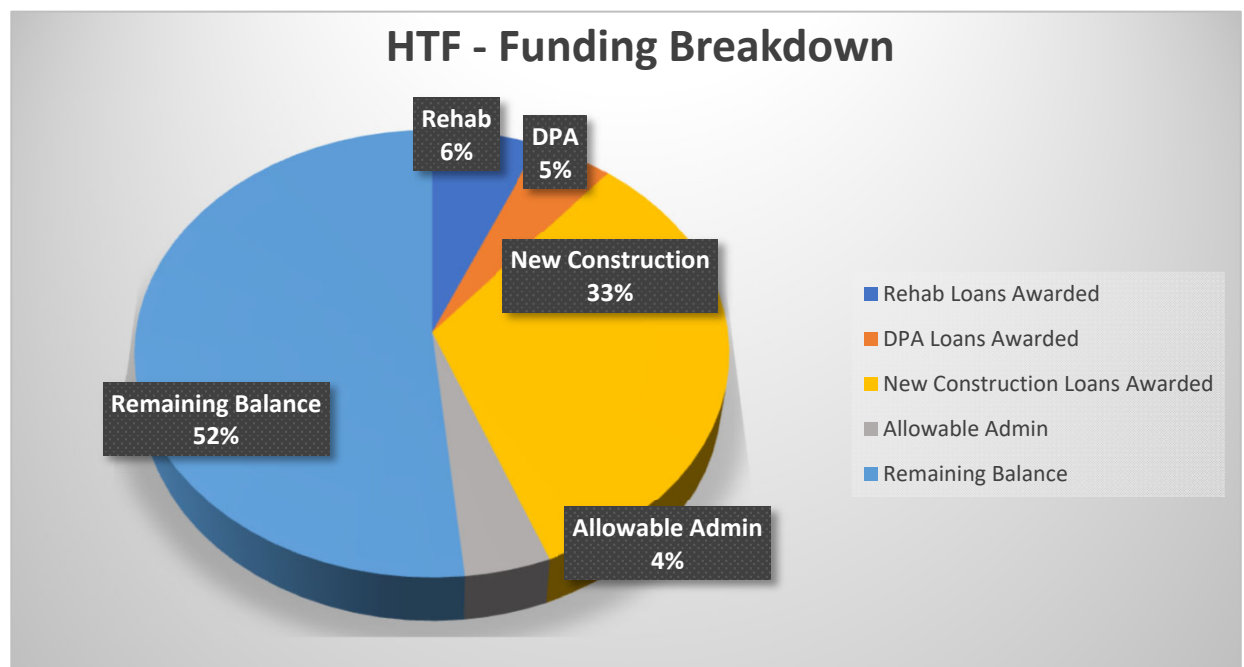
# Housing Trust Fund Projection

HTF - Funding Breakdown	
<b>Revenue Sources:</b>	
Levy Approved Total	\$ 2,600,000.00
CWC Local Housing Aid	\$ 382,163.00
Interest Earned To Date	\$ 41,008.00
Total	\$ 3,023,171.00
<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	\$ 130,000.00
<b>Remaining Balance</b>	<b>\$ 1,559,836.00</b>

<b>Approved Applications:</b>	
New Construction	\$ 1,300,000.00
Total	\$ 1,300,000.00
Balance	\$ 259,836.00

<b>Other Funding Sources:</b>	
TIF - RLF	\$ 447,071.70
Non-TIF RLF	\$ 119,245.03
CWC Funding	\$ -
MH Funding	\$ -
Total	\$ 566,316.73
Balance	\$ 826,152.73

<b>Applications:</b>	
Pueringer	\$ 460,000.00
Creekside Comm.	\$ 500,000.00
McKay	\$ 120,000.00
Larson	\$ 75,000.00
Pueringer	\$ 175,000.00
Owner Occupied	
Rehab (7)	\$ 175,000.00
Total	\$ 1,505,000.00
Balance	\$ (678,847.27)



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**Crow Wing County HRA**

**Balance Sheet**

**December 2024**

**Program: 850 - Crow Wing County HRA**

**Project: 1. General Fund**

	Period Amount	Balance
<b>ASSETS</b>		
1129.210 Cash - A/R General Fund	(13,803.47)	444,001.22
<b>TOTAL ASSETS</b>	<b>(13,803.47)</b>	<b>444,001.22</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	(13,803.47)	250,005.71
2806.000 Retained Earnings	0.00	193,995.51
<b>TOTAL SURPLUS</b>	<b>(13,803.47)</b>	<b>444,001.22</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>(13,803.47)</b>	<b>444,001.22</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Twelve Months Ending 12/31/2024**  
**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	1,917.03	0.00	1,917.03	18,055.14	0.00	18,055.14	0.00	18,055.14
3690.000 Other Income	0.00	2,470.83	(2,470.83)	148,895.03	29,650.00	119,245.03	29,650.00	119,245.03
3691.000 Property Tax Revenue	0.00	29,026.67	(29,026.67)	348,320.00	348,320.00	0.00	348,320.00	0.00
<b>TOTAL INCOME</b>	<b>1,917.03</b>	<b>31,497.50</b>	<b>(29,580.47)</b>	<b>515,270.17</b>	<b>377,970.00</b>	<b>137,300.17</b>	<b>377,970.00</b>	<b>137,300.17</b>
<b>EXPENSES</b>								
4110.000 Admin Salaries	150.00	375.00	225.00	2,850.00	4,500.00	1,650.00	4,500.00	1,650.00
4130.000 Legal	0.00	833.33	833.33	4,916.50	10,000.00	5,083.50	10,000.00	5,083.50
4140.000 Staff Training	125.00	125.00	0.00	700.00	1,500.00	800.00	1,500.00	800.00
4150.000 Travel	4.02	33.33	29.31	342.78	400.00	57.22	400.00	57.22
4171.000 Auditing Fees	0.00	820.83	820.83	8,820.00	9,850.00	1,030.00	9,850.00	1,030.00
4172.000 Management Fee	15,430.00	15,430.00	0.00	185,160.00	185,160.00	0.00	185,160.00	0.00
4190.000 Other Admin Exp	0.00	16.67	16.67	20.00	200.00	180.00	200.00	180.00
4500.000 TIF Expense	0.00	50.00	50.00	69.13	600.00	530.87	600.00	530.87
4510.000 Insurance	0.00	241.67	241.67	2,763.00	2,900.00	137.00	2,900.00	137.00
4540.000 ER FICA	11.48	29.17	17.69	218.05	350.00	131.95	350.00	131.95
4590.000 Other General Exp	0.00	12,067.50	12,067.50	59,405.00	144,810.00	85,405.00	144,810.00	85,405.00
<b>TOTAL EXPENSES</b>	<b>15,720.50</b>	<b>30,022.50</b>	<b>14,302.00</b>	<b>265,264.46</b>	<b>360,270.00</b>	<b>95,005.54</b>	<b>360,270.00</b>	<b>95,005.54</b>
<b>SURPLUS</b>	<b>(13,803.47)</b>	<b>1,475.00</b>	<b>(15,278.47)</b>	<b>250,005.71</b>	<b>17,700.00</b>	<b>232,305.71</b>	<b>17,700.00</b>	<b>232,305.71</b>

**Crow Wing County HRA**

**Balance Sheet**

**December 2024**

**Program: 850 - Crow Wing County HRA**

**Project: 2. SCDP**

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

**Crow Wing County HRA**  
**Operating Statement**  
**Twelve Months Ending 12/31/2024**  
**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	0.00	1,666.67	(1,666.67)	11,788.52	20,000.00	(8,211.48)	20,000.00	(8,211.48)
<b>TOTAL INCOME</b>	<b>0.00</b>	<b>1,666.67</b>	<b>(1,666.67)</b>	<b>11,788.52</b>	<b>20,000.00</b>	<b>(8,211.48)</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	20,000.00	20,000.00	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>20,000.00</b>	<b>20,000.00</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>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**

**December 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	1,505.52	447,071.70
<b>TOTAL ASSETS</b>	<b>1,505.52</b>	<b>447,071.70</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	1,505.52	17,598.87
2806.000 Retained Earnings	0.00	429,472.83
<b>TOTAL SURPLUS</b>	<b>1,505.52</b>	<b>447,071.70</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>1,505.52</b>	<b>447,071.70</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Twelve Months Ending 12/31/2024**  
**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	1,505.52	0.00	1,505.52	17,572.22	0.00	17,572.22	0.00	17,572.22
3610.001 Interest Rev Victual	0.00	3.33	(3.33)	39.99	40.00	(0.01)	40.00	(0.01)
<b>TOTAL INCOME</b>	<b>1,505.52</b>	<b>3.33</b>	<b>1,502.19</b>	<b>17,612.21</b>	<b>40.00</b>	<b>17,572.21</b>	<b>40.00</b>	<b>17,572.21</b>
<b>EXPENSES</b>								
4500.001 TIF Expense Victual	0.00	1.67	1.67	13.34	20.00	6.66	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>20.00</b>	<b>6.66</b>	<b>20.00</b>	<b>6.66</b>
<b>SURPLUS</b>	<b>1,505.52</b>	<b>1.66</b>	<b>1,503.86</b>	<b>17,598.87</b>	<b>20.00</b>	<b>17,578.87</b>	<b>20.00</b>	<b>17,578.87</b>



**Crow Wing County HRA**

**Balance Sheet**

**December 2024**

**Program: 850 - Crow Wing County HRA**

**Project: 4. Development Fund**

	Period Amount	Balance
<b>ASSETS</b>		
1120.000 Accounts Receivable Other	23.00	23.00
1129.210 Cash - A/R General Fund	(1,103.00)	(23.00)
1450.000 Land Held for Resale	0.00	14,033.20
<b>TOTAL ASSETS</b>	<b>(1,080.00)</b>	<b>14,033.20</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>LIABILITIES</b>		
2600.000 Def'd Inflow of Resources	0.00	14,033.20
<b>TOTAL LIABILITIES</b>	<b>0.00</b>	<b>14,033.20</b>
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	(1,080.00)	0.00
<b>TOTAL SURPLUS</b>	<b>(1,080.00)</b>	<b>0.00</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>(1,080.00)</b>	<b>14,033.20</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Twelve Months Ending 12/31/2024**  
**Program: 850 - Crow Wing County HRA      Project: 4. Development Fund**

	<b>Period Amount</b>	<b>Period Budget</b>	<b>Period Variance</b>	<b>YTD Amount</b>	<b>YTD Budget</b>	<b>YTD Variance</b>	<b>Annual Budget</b>	<b>Remaining Budget</b>
<b>INCOME</b>								
3694.000 Development Revenue	23.00	7,226.67	(7,203.67)	131,470.10	86,720.00	44,750.10	86,720.00	44,750.10
<b>TOTAL INCOME</b>	<b>23.00</b>	<b>7,226.67</b>	<b>(7,203.67)</b>	<b>131,470.10</b>	<b>86,720.00</b>	<b>44,750.10</b>	<b>86,720.00</b>	<b>44,750.10</b>
<b>EXPENSES</b>								
4130.000 Legal	1,103.00	250.00	(853.00)	2,494.00	3,000.00	506.00	3,000.00	506.00
4430.000 Contracts Costs	0.00	133.33	133.33	1,339.38	1,600.00	260.62	1,600.00	260.62
4591.000 Closing Costs	0.00	83.33	83.33	1,300.00	1,000.00	(300.00)	1,000.00	(300.00)
4592.000 SAC/WAC/Park Fees	0.00	1,166.67	1,166.67	27,600.00	14,000.00	(13,600.00)	14,000.00	(13,600.00)
4600.006 Development Expense	0.00	5,593.33	5,593.33	98,736.72	67,120.00	(31,616.72)	67,120.00	(31,616.72)
<b>TOTAL EXPENSES</b>	<b>1,103.00</b>	<b>7,226.66</b>	<b>6,123.66</b>	<b>131,470.10</b>	<b>86,720.00</b>	<b>(44,750.10)</b>	<b>86,720.00</b>	<b>(44,750.10)</b>
<b>SURPLUS</b>	<b>(1,080.00)</b>	<b>0.01</b>	<b>(1,080.01)</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**

**December 2024**

**Program: 850 - Crow Wing County HRA**

**Project: 5. Housing Trust Fund**

	Period Amount	Balance
<b>ASSETS</b>		
1120.000 Accounts Receivable Other	78,748.00	78,748.00
1121.000 Taxes Receivable	1,439.22	1,439.22
1129.210 Cash - A/R General Fund	337,290.54	1,096,474.63
1141.000 HTF Loan Receivable	0.00	1,333,335.00
<b>TOTAL ASSETS</b>	<b>417,477.76</b>	<b>2,509,996.85</b>
<b>LIABILITIES AND SURPLUS</b>		
<b>SURPLUS</b>		
2700.000 Income & Expense Summary (Current Year)	417,477.76	719,666.51
2806.000 Retained Earnings	0.00	1,790,330.34
<b>TOTAL SURPLUS</b>	<b>417,477.76</b>	<b>2,509,996.85</b>
<b>TOTAL LIABILITIES AND SURPLUS</b>	<b>417,477.76</b>	<b>2,509,996.85</b>
<b>PROOF</b>	<b>0.00</b>	<b>0.00</b>

**Crow Wing County HRA**  
**Operating Statement**  
**Twelve Months Ending 12/31/2024**  
**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	2,565.20	166.67	2,398.53	26,146.35	2,000.00	24,146.35	2,000.00	24,146.35
3690.000 Other Income	157,496.00	0.00	157,496.00	314,992.00	0.00	314,992.00	0.00	314,992.00
3691.000 Property Tax Revenue	257,416.56	33,333.33	224,083.23	379,344.35	400,000.00	(20,655.65)	400,000.00	(20,655.65)
<b>TOTAL INCOME</b>	<b>417,477.76</b>	<b>33,500.00</b>	<b>383,977.76</b>	<b>720,482.70</b>	<b>402,000.00</b>	<b>318,482.70</b>	<b>402,000.00</b>	<b>318,482.70</b>
<b>EXPENSES</b>								
4130.000 Legal	0.00	81.25	81.25	811.50	975.00	163.50	975.00	163.50
4150.000 Travel	0.00	2.08	2.08	4.69	25.00	20.31	25.00	20.31
4600.008 HTF Expense	0.00	1,583.33	1,583.33	0.00	19,000.00	19,000.00	19,000.00	19,000.00
<b>TOTAL EXPENSES</b>	<b>0.00</b>	<b>1,666.66</b>	<b>1,666.66</b>	<b>816.19</b>	<b>20,000.00</b>	<b>19,183.81</b>	<b>20,000.00</b>	<b>19,183.81</b>
<b>SURPLUS</b>	<b>417,477.76</b>	<b>31,833.34</b>	<b>385,644.42</b>	<b>719,666.51</b>	<b>382,000.00</b>	<b>337,666.51</b>	<b>382,000.00</b>	<b>337,666.51</b>

**Crow Wing County HRA  
Payment Summary Report  
December 2024**

Payment Number	Payment Date	Vendor	Description	Check Amount
103	12/13/2024	Anderson, Hannah	Mileage	\$ 4.02
26801	12/12/2024	Bremer Bank Credit Card	NDC Training	\$ 125.00
26820	12/12/2024	Kennedy & Graven, Chartered	Legal	\$ 676.00
26861	12/26/2024	Kennedy & Graven, Chartered	Legal	\$ 427.00
<b>Total</b>				<b>\$ 1,232.02</b>

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Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Karen Young, Finance Director  
Date: January 7, 2025  
Re: Designation of Official Depository

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

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

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Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: January 14<sup>th</sup>, 2025  
Re: Shared Services Agreement

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In 2012 the Crow Wing County HRA entered into a shared services agreement with the Brainerd HRA to implement and conduct the day-to-day business of the agency. This shared services contract continues to renew on a yearly basis unless there are updates to that agreement. We have updated the services agreement for 2025 to reflect an increase in funding to the Brainerd HRA which per the agreement and our approved budget will now total \$194,340 annually.

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

We will continue to update the agreement when there are changes to the scope of work or compensation and make sure to get this to the board for approval in those instances. The Brainerd HRA board did review and approve this agreement at their December 2024 meeting.

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

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## SHARED SERVICES AGREEMENT

This agreement is entered into this the 18th day of December 2024; between the Crow Wing County Housing & Redevelopment Authority (CWC HRA) and the Brainerd Housing and Redevelopment Authority (Brainerd HRA).

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

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

NOW, THEREFORE IT IS HEREBY AGREED THAT:

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

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

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

### **II. Compensation**

The agreed upon compensation will be \$194,340 annually to be paid in monthly installments of \$16,195.00.

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

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

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

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

### **III. Term**

The term of this agreement shall be for a period of 12 months commencing on the 1<sup>st</sup> day of January 2025 and terminating on the 31<sup>st</sup> day of December 2025. This agreement shall automatically renew for successive one-year terms there after unless one of the parties hereto provides at least 60 days notice of its intent to terminate this agreement at the end of the then current term. However, either party may terminate this agreement for any reason upon sixty (60) day advance written notice. In the event either party terminates this agreement before its expiration any fees owed to the Brainerd HRA will be prorated through the last day of the 60 day termination period.

### **IV. Indemnification**

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

### **V. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **XI. Severability**

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

respect to either party.

## **XII. Modifications**

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

Approved this the 18th day of December, 2024.

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

By: \_\_\_\_\_  
*Board Chairperson*

Its: Chair

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

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

Its: Executive Director

## **Appendix A**

### **CROW WING COUNTY HRA – CURRENT PROJECTS**

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

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Housing &amp; Redevelopment Authority

To: CWC HRA Board Members  
 From: Eric Charpentier, Executive Director  
 Date: January 9<sup>th</sup>, 2025  
 Re: Executive Director Report

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#### **Revolving TIF Loan Fund Consideration**

The CWC HRA has a considerable amount of funds available through our TIF revolving loan fund. When the board approved the funding request for the 805 Laurel St project last year, we intended to use a portion of the funds from the TIF revolving loan fund. Staff would like the board to consider utilizing the entire amount in this loan fund for use on the 805 Laurel project to allow for more funds in the housing trust fund to be utilized for other projects. If the board is interested in this option, staff would also recommend matching loan terms with what was approved for the housing trust fund portion of the funding, which was at ½ of 1 percent interest rate and a 20-year repayment balloon term. Attached are our TIF revolving loan fund guidelines for your reference. (*Attachment 6a*) Historically these funds have proven more difficult to lend out as they must be used for projects under the TIF guidance in state statute. Since the 805 Laurel project is itself in a new TIF district, staff believe that this is a perfect opportunity to get these funds out again and would work with our legal team to ensure compliance with state statute.

**Action Requested: Guidance for staff and discussion purposes only.**

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## CROW WING COUNTY HRA TIF LOAN PROGRAM

I. PURPOSE

The Housing and Redevelopment Authority in and for the County of Crow Wing (CWC HRA) has established a Tax Increment Financing (TIF) Revolving Loan Program (the "TIF Loan Program") to assist the financing of projects that promote economic development or redevelopment within Crow Wing County (the "County") or that provide affordable housing which meets the public purpose goals and objectives of the CWC HRA and County. Without limitation, the funds in the TIF Loan Program may be used, as permitted by law, for the following general purposes:

1. To provide a fund in support of qualifying projects which allows the CWC HRA flexibility to respond when such projects require financial assistance, including unexpected or interim financial assistance.
2. To provide a source of funding which can be used to avoid the need for or can reduce the extent of long-term debt incurred to assist the CWC HRA's projects.
3. To provide a single depository for any debt incurred to assist the CWC HRA's projects.
4. To centralize financial control of assisted projects.
5. To provide a depository for funds received by the CWC HRA in the future.
6. To facilitate the establishment of other funding sub-accounts to further develop the TIF Loan Program Account.

The TIF Loan Program Account contains sub-accounts which are restricted as to the re-use of funds. For example, tax increment, land proceeds, state and federal grants, private contributions, shall be segregated into sub-accounts which have like restrictions as to use.

To the extent practically and legally possible, the CWC HRA shall maintain the TIF Loan Program as a revolving loan fund which shall be used, at the discretion of the CWC HRA, for the benefit of all qualifying projects of the CWC HRA heretofore and hereafter undertaken, and to such extent, the Authority shall endeavor to maintain the TIF Loan Program as an ongoing active fund. To such end, the CWC HRA shall, to the extent possible, provide directly or indirectly for the replenishment of the TIF Loan Program for funds disbursed therefrom.

The TIF Loan Program funds can be used in conjunction with the BLAEDC Unified Fund (BUF) when requested by the BUF Board and approved by the CWC HRA, as provided in II – PROCESS below.

II. PROCESS

No use of or disbursement from the TIF Loan Program account shall be made without the prior consent and majority vote of the CWC HRA Board. The following guidelines serve to direct the CWC HRA Board in their deliberations and do not constitute laws. A project may not meet all the criteria listed in these guidelines and yet may serve the economic development, redevelopment, or housing public policy needs of the CWC HRA and County.

Tax increment revenues must be segregated in a separate sub-account and expended

pursuant to the requirements of Minnesota Statutes, sections 469.174 through 469.1794, as amended (the "Tax Increment Financing Act"). The tax increment sub-account shall be used for the following activities: land write down, costs of streets and utilities, grading costs, utility hook-up fees, demolition and relocation costs, landscaping and lighting, and other reimbursable expenses as authorized by the Tax Increment Financing Act.

#### Guidelines to Consider for Qualifying Projects

1. The project shall meet a development, redevelopment, or housing need of the County and shall demonstrate a relative need for financial assistance.
2. The highest priority shall be given to those projects which provide:
  - a. Significant new employment potential
  - b. Increased tax base
  - c. Potential for future development
  - d. Support for existing industrial or commercial operations in the County
  - e. High quality construction in the facility to be built
  - f. Development which will meet a specific community need as determined by the CWC HRA Board
  - g. Redevelopment of an area which is under-developed or blighted
  - h. Significant other development or redevelopment
3. To the extent possible, projects should not compete directly with existing businesses unless there is a need for additional business of that type.
4. The CWC HRA Board shall be provided information that the proposed project is environmentally safe.

### III. ELIGIBLE USES

All improvements eligible for financial assistance must be physically attached to the property and be permanent in nature. The following types of activities are eligible:

#### Redevelopment

- Site acquisition of blighted sites or sites requiring pollution cleanup
- Acquisition of an adjacent parcel or parcels to assemble a site large enough to redevelop
- Clean up of hazardous substances, pollution of contaminants
- Site preparation such as clearing the land and installation of utilities, roads, sidewalks
- Providing parking facilities for the site

#### Housing

- Acquisition, construction, or rehabilitation of the housing
- Planning, engineering, and architectural services, and related financing costs
- Public improvement or infrastructure costs must be directly related to the project. For example, sewer and water connections for or a public access road to the housing could be financed.

#### Economic Development

Increment may not be used to assist developments if more than 15% of the buildings and facilities (on a square footage basis) are used for a purpose other than:

- Manufacturing
- Warehousing, storage and distribution of tangible personal property (excluding retail sales)

- Research and development related to the aforementioned activities
- Telemarketing if that activity is the exclusive use of the property
- Tourism facilities
- Qualified border retail facilities
- Space necessary for and related to the above

#### IV. ELIGIBLE PROPERTIES

The property must be located in Crow Wing County and must meet one of the criteria listed in Section III.

#### V. OWNERSHIP REQUIREMENTS

1. The applicant(s) for rehabilitation assistance must possess at least a one-half interest in one of the following types of ownership in the property to be improved:
  - a. Fee title
  - b. Life estate
  - c. Fee title or life estate subject to a mortgage or other lien securing a debt
  - d. Mutually binding contract for the purchase of the property where the borrower is rightfully in possession and the purchase price is payable in installments. An applicant purchasing property by Land Sales Contract must provide titleholder's written approval before proceeding.
2. Ownership includes the titleholders and their spouses.
3. If an applicant is separated, the spouse must also sign all forms necessary for the completion of rehabilitation.
4. If an applicant is divorced, but the spouse still holds title, the spouse must either quit claim his/her interest or a divorce decree must be provided which states sole ownership (not only occupancy) in the applicant's name.
5. Only one property per owner or one ownership interest. If a property owner owns more than one property in the project area, only one property will be eligible for this program unless funds are available after all applications are exhausted.

#### VI. THE APPLICATION

The application for use of the TIF Loan Program shall include the following information:

1. Statement of the public purpose and need
2. Description of the project and the estimated costs
3. Description of the company and a financial statement or a certified letter from a financial institution with knowledge of such financial capacity
4. Amount of assistance being requested and the use to which the assistance will be applied
5. Plans and drawings of the project, including landscaping
6. Letter of feasibility
7. Zoning and planning analysis

8. Description of the financial institutional support for the project

VII. LOANS

Guidelines for the Use of Revolving Loan Funds

All revolving loan requests shall be evaluated by the BUF and shall be subject to the BLAEDC Unified Fund Governance Guidelines and Policies. If the BUF Board recommends a loan, such loan shall be approved by majority vote of the CWC HRA. The CWC HRA may also consider a direct loan which would follow the guidelines below:

1. There shall be a demonstrated need for financial assistance.
2. The proposed project shall be analyzed within the context of the CWC HRA's overall risk.
3. The applicant must demonstrate the ability to repay a loan provided through the TIF Loan Program for a proposed project.
4. The applicant shall provide adequate security for the loan whenever possible.
5. The maximum loan under this program is \$100,000 or shall have a preferred term of six years or less with a maximum 10-year term. Loans of under \$10,000 shall be discouraged.
6. A priority for the TIF Loan Program will be to shorten the term of a project and to reduce or eliminate the need to establish a new tax increment financing district.
7. Tax increment from any new tax increment financing district cannot be placed in the TIF Loan account unless it is an indirect repayment of a loan from the TIF Loan Account. (Tax increment generated from the establishment of a new tax increment financing district must follow all statutory requirements of the Tax increment Financing Act.)
8. If the revenues used to provide a loan from the TIF Loan account come from the tax increment sub-account, the use of the funds must meet the requirements of the Tax Increment Financing Act.
9. Within the context of reducing long-term debt, the TIF Loan account may be used when there is a comparative advantage to be gained from its use. For example, the funds may reduce interest costs and loan term by substituting compound accrued interest for capitalized interest.
10. TIF Loans should be adequately secured, to the extent possible, by liens, ownership options, tax increment revenues, letters of credit, and other security devices.
11. If possible, the funds should be allocated directly or indirectly to a number of projects. Spreading the funds over several projects will reduce the risk that funds to be repaid will not be available for future use.
12. Interest rates on loans shall be based, to the extent possible, on competitive rates. Effects should be made to maintain an average minimum interest rate for the TIF Loan account of not less than the true interest costs for general obligation bonds of the County for an equivalent loan term and creditworthiness of the borrower.

Guidelines for the Use of Deferred Loan Funds

1. The Owner must justify the need for the deferred loan.
2. The maximum amount of a Deferred Loan will be \$24,999.
3. The loan will be a 0% interest loan deferred for a maximum of 10 years.
4. The loan will be forgiven at 10% per year.
5. The Owner must provide a documented minimum of a 1:1 equity match.
6. The Owner must submit a minimum of two (2) bids.
7. The Owner must complete the required application.

8. Application and bids will be reviewed by CWC HRA to ensure they comply with program requirements.
9. The Owner must execute all required documents after which a Notice to Proceed will be issued.

## VIII. REPAYMENT

### Revolving Loans

Interest rates on loans shall be based, to the extent possible, on competitive rates and shall be the equivalent of the true interest cost for the general obligation bonds of the County. The Owner will make direct payments to the CWC HRA of interest and principal, or a lump-sum repayment of interest and principal as may occur through sharing the projects from the sale of any assisted project. A Repayment Agreement must be executed between the Owner and the CWC HRA which will include terms, interest and payment amounts. A lien will be placed on the property.

### Deferred Loan

All recipients of this assistance will need to sign a Promissory Note as a condition for receiving such assistance. Promissory Notes will have a 10-year term (120 months) from the date that the assistance is disbursed and the principal of the Promissory Note shall be reduced on an annual basis as outlined below. As a condition for receiving such assistance, the recipient will promise to stay in business and not sell or otherwise convey the land and/or buildings for ten years. If the recipient sells or conveys the property prior to ten years, repayment must occur according to the following schedule:

<u>Time</u>	<u>Repayment</u>
0–12 months	100%
13–24 months	90%
25–36 months	80%
37–48 months	70%
49–60 months	60%
61–72 months	50%
73–84 months	40%
85–96 months	30%
97–108 months	20%
109–120 months	10%
121 months–	0%

## IX. DISBURSEMENT OF FUNDS

After the loan has been approved, the Rehab Coordinator shall proceed with executing the Agreement. CWC HRA funds will not be disbursed until the property owner has paid their match portion to the Contractor.

The following shall guide the disbursement of funds to the Contractor:

1. No pre-payments are allowed for any reason.
2. Partial payments are not allowable for any work not yet completed and will be limited to 80% of the total due on the completed portions of the project.
3. Payments will be made only after the work is completed according to the application and Rehab Coordinator. In order for the contractor to be paid, a signed (by both the applicant(s) and the Rehab Coordinator) Completion

Certificate must be executed at the time of payment.

4. Payments will be made only upon presentation of the following documents:
  - a. Billing Statement
  - b. Lien Waiver.
  - c. Completion Certificate
  - d. Proof of completion of contractors affidavit (final payment only)

No disbursement of TIF Loan funds shall be authorized until the Rehabilitation Coordinator has approved that the work has been completed and all compliance requirements have been met. Approval shall be evidenced by an executed Contractor Payment Request signed by all parties including the owner.

Disbursement of funds shall be authorized by the Rehab Coordinator with approval by the applicant evidenced by a Contractor Payment Request signed by the applicant, CWC HRA and contractor.

#### X. CHANGE ORDERS

Any alterations, variation, modification or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing, approved and signed by owner, contractor and Rehab Coordinator.

#### XI. INTERIM INSPECTIONS

During the course of a rehab, the Rehab Coordinator will inspect ongoing work at least once every two weeks to ensure compliance with scope of work specifications and contract terms and conditions. Inspections will be required before partial disbursement to ensure that the work, which the partial payment covers, is satisfactorily completed.

#### XII. CONFLICT OF INTEREST

Any potential conflicts of interest under Minnesota Statutes 471.88 shall be evaluated on the basis of a legal opinion to be requested from the County Attorney. No rehab work may begin until such opinion has been made.

#### XIII. DATA PRIVACY

The CWC HRA Board and staff are not authorized to discuss loan applications or other business contacts related to the TIF Loan Fund with any persons other than loan officers of involved financial institutions and representatives of public business finance programs. Files belonging to the CWC HRA are not open for public inspection except as regulated by the Minnesota Data Practices Act. The CWC HRA may find it appropriate to verify any data contained in the application.



Information on program applicants (including, but not limited to, credit reports, financial statements, income calculations and asset information) is private data, which must be administered in accordance with the Minnesota Government Data Practices Act. Applicants shall be provided with proper written notice as specified under the Act. Solely for the purpose of administering the Program, information may be made available to the members of the CWC HRA Board of Directors, the CWC HRA staff, and the staffs of participating agencies, organizations, or Financing Sources.

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Housing & Redevelopment Authority

To: CWC HRA Board Members  
From: Eric Charpentier, Executive Director  
Date: January 9<sup>th</sup>, 2025  
Re: Housing Trust Fund Report

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**805 Laurel St Project Update**

Demolition of the former Thrifty White building did commence on January 2<sup>nd</sup>. The developer continues to solicit support for this project through the state tax credit program. We continue to provide support for the developer to help close their funding gap. I am planning further discussions with them on potential timelines for this project and will provide updates to the board as I have them.

**Housing Trust Fund Projects**

We have been reaching out to our project queue to update and refresh our loan request list to ensure that those that are currently on the list still have viable projects and are still looking for funding. Staff is planning on bringing the next projects on the list for consideration to the board once we have confirmed our waiting list and will be presenting those on the list in the order that we received them, based upon how much money we believe we have available to us for projects in 2025.

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

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Housing &amp; Redevelopment Authority

To: Crow Wing County HRA Board Members  
 From: John Schommer, Rehab & Maintenance Director  
 Date: January 7, 2025  
 Re: Programs Report

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

Staff has been working with DEED to complete the audits of both the Jenkins and Garrison SCDP grants. We had an exit interview for the Jenkins grant on December 23<sup>rd</sup>, 2024 and am waiting for the closeout letter. We are still providing information for the Garrison grant and anticipate having it completed by the end of this month.

#### **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	5
Serene Pines	24**	22	22	0	0
Dalmar Estates	7	7	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- December

Attachment 9



Date Range: 12/1/2024 - 12/31/2024

Project	Task	Date	Comment	Hours	Amount
Crow Wing County HRA					
CWC HRA-Redev	Redevelopment Projects				
E-mail	E-mail Correspondence			11.00	\$1,650.00
				11.00	\$1,650.00
		12/3/2024	email communication with CRMC staff regarding housing opportunities in the city of Crosby and in the Cuyuna range area. Communicated with staff the development groups that would like to proceed with further discussions.	1.50	\$225.00
		12/4/2024	virtual meeting w/developer looking for land for development in Baxter. Referral was made by local company who owns significant land in Baxter for single family housing opportunities. Discussion w/developer may lead to land purchase and development of single family housing.	1.50	\$225.00
		12/9/2024	email correspondence with potential business owner sharing available sites as well as links to state programs for funding opportunities.	1.00	\$150.00
		12/11/2024	email communication with Nisswa daycare facility to review and look for new location for daycare. Owner shared some building plans and new site location with owner of facility. BLAEDC will continue to assist.	1.50	\$225.00
		12/13/2024	email communication with city officials in Nisswa regarding any incentives available for a housing project. City staff will review project and determine what if any incentives are available.	1.00	\$150.00
		12/16/2024	email correspondence with new city administrator in Crosslake regarding potential housing projects in the city. Administrator was directed by mayor to look at options for infrastructure grants to help development.	1.50	\$225.00
		12/17/2024	virtual meeting w/ developers from Florida regarding multi-family housing projects in Crow Wing County. Developer wants to look at further sites to develop additional housing units.	1.00	\$150.00
		12/26/2024	email communication with childcare center owner to provide contact information for available funding sources.	1.00	\$150.00
		12/30/2024	phone call with local property owner to discuss housing development on owned property located in unincorporated portion of Brainerd. Further discussions and site tour will occur after first of the year.	1.00	\$150.00

<i>Mtgs</i>	<i>Meetings</i>	<b>52.50</b>	<b>\$7,875.00</b>
		52.50	\$7,875.00
12/2/2024	BLAEDC staff meeting to tour and review newly redeveloped space in Brainerd. BLAEDC staff assisted the new owner with financial assistance, business planning and site selection for new business and location. Property was redeveloped to fit needs of business.	4.00	\$600.00
12/3/2024	Working meeting w/Brainerd city staff regarding upcoming projects to assist the city with redevelopment grant work for businesses located inside the city limits.	3.50	\$525.00
12/5/2024	BLAEDC staff meeting with Nisswa developer regarding potential site for housing growth in the city limits. Developer is looking at land that is currently owned by another group. Site has potential to access city services at this point but would increase lot costs due to no city water.	3.50	\$525.00
12/6/2024	BLAEDC staff meeting in Breezy Point with local developer to discuss housing development that could include childcare facility. Developer wants to build both single family housing and a daycare center. Needs to complete project are financing options.	3.00	\$450.00
12/9/2024	BLAEDC staff meeting w/potential business owner who is looking for property to redevelop in Crosby. Staff reviewed potential sites available for new business. Discussions also around financing for new project and assistance that could be provided by state programs.	2.50	\$375.00
12/10/2024	BLAEDC staff preparing monthly reports for the Crow Wing County HRA along with staff attending meeting and presenting to full board regarding activities this past month.	4.00	\$600.00
12/11/2024	Meeting w/Brainerd city staff to discuss 2024 grant programs and redevelopment projects that were completed. BLAEDC staff administered grants and assisted recipients with funding to complete projects. 5 projects were assisted with funds for redevelopment.	2.50	\$375.00
12/12/2024	BLAEDC staff meeting w/Brainerd Industrial park business owner to tour newly redeveloped building, BLAEDC assisted project with financing assistance, owner was able to redevelop building to fit needs of expanding business.	4.00	\$600.00
12/13/2024	Discussed Brainerd housing project w/HRA director, property owner as well as full board to discuss housing tax credits to assist with project financing. Details were shared and discussed with the full BLAEDC board of directors.	2.50	\$375.00
12/17/2024	BLAEDC staff preparing reports and attending Pequot Lakes meeting. Housing discussions occurred that involve a new apartment complex in Pequot development. Discussions also occurred regarding downtown building vacancies and redevelopment opportunities. Staff presented at the meeting.	4.00	\$600.00
12/18/2024	BLAEDC staff attending meetings in Crosby regarding housing and business redevelopment opportunities. Provided updates on projects that have been recently completed and new projects that have been discussed and working through funding options as well as IRRRB funding opportunities.	4.00	\$600.00



12/19/2024	BLAEDC staff meeting in Crosslake with city staff and members of the Crosslake EDA. Discussions centered around business development and housing development. Provided updates to staff and EDA regarding redevelopment projects that have been completed and new housing opportunities.	3.50	\$525.00
12/20/2024	BLAEDC staff meeting w/city of Baxter to discuss housing project that has been discussed with developer. Developer needs to understand assessments so city staff will provide information to be given to developer before the project moves forward.	2.50	\$375.00
12/26/2024	In person meeting with BLAEDC staff and childcare staff to review site location for new daycare center. Center owners are working with BLAEDC staff to determine funding sources as well as any incentives that are available to bring project to completion. Current location will be not available soon.	3.00	\$450.00
12/27/2024	BLAEDC staff on site meeting w/Nisswa childcare center director. Reviewed new building plans and site location for new facility. Owner needs BLAEDC assistance with grant writing as well as financing opportunities to continue to move project forward.	3.50	\$525.00
12/30/2024	Meeting w/local developer in Nisswa to discuss project costs for single family development. Reviewed site plan and reviewed state funding options. Developer is concerned about lot costs due to each lot needing a well, does not think he can build a product that will be deemed affordable without some assistance.	2.50	\$375.00
		<b>63.50</b>	<b>\$9,525.00</b>
		<b>63.50</b>	<b>\$9,525.00</b>
		<b>63.50</b>	<b>\$9,525.00</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