



CARVER COUNTY
COMMUNITY
DEVELOPMENT
AGENCY

Board of Commissioners Packet

June 20, 2024

5:00 p.m. - Regular Meeting

CDA Office, 705 N. Walnut Street, Chaska

**HAPPY NATIONAL
HOMEOWNERSHIP MONTH!**

CREATING OPPORTUNITIES FOR FUTURE HOMEOWNERS.





**CARVER COUNTY CDA
BOARD OF COMMISSIONERS**

Agenda

Meeting Date: June 20, 2024

5:00 pm

CDA Boardroom, Chaska, MN

1. Call To Order and Roll Call

2. Audience

Anyone wishing to address the CDA Board on an item not on the agenda, or an item on the consent agenda, may notify Ellie Logelin (elliel@carvercda.org or 952-448-7715) and instructions will be given to participate during the meeting or provide written comments. Verbal comments are limited to five minutes.

3. Approval of Agenda and Meeting Minutes

A. Approval of Meeting Minutes – May 16, 2024 Regular Meeting

4. Consent Agenda – All agenda items listed on the Consent Agenda are considered routine business and will be considered for approval by one motion. There will be no separate discussion of items unless requested to be removed by a Board Member. If removed, the item will be considered immediately following the adoption of the consent agenda.

A. Approval of June 2024 Dashboard

B. Approval of Write-Off of Past Tenant Balances for May 2024

C. Approval of Record of Disbursements – May 2024

D. Approval of the Execution and Delivery of Certain Documents Relating to the Development of Carver Place Apartments

5. Regular Agenda

A. Salary Study Presentation

B. Approval of Purchase of 870 Arboretum Blvd

C. Discussion around potential new office space (revisit 4100 Peavy Rd Chaska)

D. Discussion on board positions

E. Executive Director Recruitment

6. Information

A. Heather Goodwin – Carver County Health and Human Services Division Director

B. John Fahey, Carver County Commissioner

C. Nick, Koktavy, Assistant County Administrator Carver County

D. July Board meeting

i. Maxfield to present on Housing Study during board meeting

ii. Work Session to follow board meeting to discuss 2024-2027 Strategic Plan

E. June/July Board training information

F. Carver County Levy schedule

i. August 20 County Board work session

ii. September 3 County Board meeting

F. Adjournment

For More Information, call 952-448-7715

Carver County CDA Board meeting agendas are available online at:

<https://www.carvercda.org/about-us/board-members>

Next Meeting:

CDA Board of Commissioners Regular Meeting

July 18, 2024 at 5:00 pm

Carver County CDA Boardroom, 705 N Walnut St Chaska, MN 55318



Board of Commissioners
Meeting Minutes

Meeting Date: May 16, 2024

5:00 pm

CDA Boardroom, Chaska, MN

Vice Chair Greg Anderson called the meeting to order at 5:00 p.m.

COMMISSIONER ROLL CALL:

Table with 4 columns: Role, Name, Present, Absent. Rows include Vice Chair Greg Anderson, Secretary/Treasurer Adam Teske, and two Commissioners (Troy Williams, Jay Rohe).

CDA Staff in attendance:

Table with 2 columns: Role, Name. Rows include Executive Director Julie Frick, Deputy Director Allison Streich, Director Finance Karen Reed, Director Housing Shanika Bumphurs, Director HR & Operations Janette Meyer, Maintenance Manager Chris Rotell, HR & Operations Specialist Ellie Logelin.

Others in attendance:

John Fahey, Carver County Commissioner
Nick Kuktavy, Assistant County Administrator Carver County
Andy Berg, Partner at ABDO

AUDIENCE

No audience members addressed the board.

NOMINATION AND ELECTION OF BOARD CHAIR

Vice Chair Greg Anderson asked for nominations for the Carver County Community Development Agency's Board Chair.

Approval of Greg Anderson as CCCDA Board Chair.

Motion: Teske

Second: Williams

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

Table with 5 columns: Name, Yes, No, Absent, Abstain. Rows include Anderson, Teske, Williams, and Rohe.

Greg Anderson elected as Board Chair.

NOMINATION AND ELECTION OF BOARD VICE CHAIR

Board Chair Greg Anderson asked for nominations for the Carver County Community Development Agency’s Board Vice Chair.

Approval of Adam Teske as CCCDA Board Vice Chair

Motion: Williams

Second: Rohe

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Adam Teske elected as Board Vice Chair.

NOMINATION AND ELECTION OF BOARD SECRETARY/TREASURER

Board Chair Greg Anderson asked for nominations for the Carver County Community Development Agency’s Board Secretary/Treasurer.

Approval of Troy Williams as CCCDA Board Secretary/Treasurer

Motion: Anderson

Second: Teske

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Troy Williams elected as Board Secretary/Treasurer

24-24 Approval to Rotate Office Positions Every Year by District for the CDA Board - TABLED

A motion was made by Rohe and seconded by Williams to rotate office positions every year by district for the CDA board. There was no vote on the motion. After further discussion, motion by Anderson, second by Teske to table the motion until the June board meeting.

Motion: Anderson

Second: Teske

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SWEARING IN OF OFFICERS AND COMMISIONERS

APPROVAL OF AGENDA AND MEETING MINUTES

24-25 Approval of Agenda and Meeting Minutes

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the revised agenda for the May 16, 2024, Regular CDA Board meeting be approved as written.

BE IT FURTHER RESOLVED by the Carver County Community Development Agency Board of Commissioners that the minutes for the March 21, 2024, Regular meeting be approved as written.

Motion: Rohe

Second: Teske

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONSENT AGENDA

24-26 Approval of the April 2024 Dashboard

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the April 2024 Dashboard is approved as written.

24-27 Approval of the May 2024 Dashboard

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the May 2024 Dashboard is approved as written.

24-28 Approval of Write-Off of Past Tenant Balances for March 2024

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the Write-Off of Past Tenant Balances for March 2024 is approved as written.

24-29 Approval of Write-Off of Past Tenant Balances for April 2024

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the Write-Off of Past Tenant Balances for April 2024 is approved as written.

24-30 Approval of Record of Disbursements – March 2024

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the March 2024 Record of Disbursements is approved as written.

24-31 Approval of Record of Disbursements – April 2024

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the April 2024 Record of Disbursements is approved as written.

24-32 Approval of the Waconia Patriot as the Official Newspaper for the CDA for 2024

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Community Development Agency (CDA) that after review and consideration, the Waconia Patriot is approved as the 2024 Official Newspaper.

24-33 Approval of the Execution and Delivery of Certain Documents Relating to the Development of Carver Place Apartments

The Board of Commissioners (the “Board of Commissioners”) of Carver County Community Development Agency, a public body corporate and politic of the State of Minnesota (the “CCFDA”), the sole member of CCCDA Carver Place GP LLC, a Minnesota limited liability company (the “General Partner”), the general partner of CCCDA Carver Place LP, a Minnesota limited partnership (the “Partnership”), hereby adopts the resolutions set forth below with respect to the authorization of the following actions of the CCCDA, the General Partner, and the Partnership:

Acquisition of the Property by the Partnership

WHEREAS, the Partnership was organized to acquire, construct, own, hold, operate, lease, rent, manage, maintain, repair, remodel, mortgage, encumber, refinance by contract for deed and/or mortgage debt, sell, exchange, transfer, or otherwise dispose of or derive economic benefit from a low-income multifamily housing development to be located on the Property, as defined herein (the “Project”);

WHEREAS, the CCCDA desires to contribute to the General Partner, and the General Partner desires to accept such contribution (the “GP Real Estate Acquisition”), that certain real property located in the City of Carver, Minnesota, legally described on Schedule 1 attached hereto (the “Property”), pursuant to the terms of that certain Land Contribution Agreement by and between the CCCDA and the General Partner;

WHEREAS, the General Partner desires to contribute the Property to the Partnership, and the Partnership desires to accept such contribution (the “Partnership Real Estate Acquisition” and, together with the GP Real Estate Acquisition, the “Real Estate Acquisition”);

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interest of the CCCDA, the General Partner, and the Partnership to complete the Real Estate Acquisition; and

WHEREAS, the CCCDA, the General Partner, and the Partnership must enter into various documents for the Real Estate Acquisition to occur (collectively, the “Real Estate Acquisition Documents”).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the CCCDA, authorizes and approves the Real Estate Acquisition and the execution of the Real Estate Acquisition Documents and any additional documents that may be required with respect to the Real Estate Acquisition.

RESOLVED FURTHER, that any one officer of the CCCDA and any one manager of the General Partner, including Julie Frick, Allison Streich, or Karen Reed, the Executive Director, Deputy Director, and Finance Director of the CCCDA, respectively, and the President, Vice President/Secretary and Vice President/Treasurer of the General Partner, respectively (each an “Authorized Signatory”), is authorized and directed on behalf of CCCDA, the General Partner, and/or

the Partnership to execute and deliver the Real Estate Acquisition Documents, as applicable.

Investment in the Partnership by R4 Capital

WHEREAS, R4 CPMN Acquisition LLC, a Delaware limited liability company (the “Limited Partner”) is making capital contributions in the approximate aggregate amount of \$5,873,000.00 to the Partnership in exchange for a limited partnership interest in the Partnership; and

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to admit the Limited Partner as a limited partner in the Partnership.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, authorizes and approves the following actions on behalf of the CCCDA, the General Partner, and/or the Partnership:

1. To determine the appropriate terms and conditions upon which the Limited Partner will make its capital contributions to the Partnership in exchange for its rights and obligations as a limited partner in the Partnership;
2. Without limiting the generality of the preceding resolutions, to cause the CCCDA to guarantee certain obligations of the General Partner and the Partnership;
3. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as any such Authorized Signatory may deem appropriate in connection with any of the foregoing.

RESOLVED, FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership with respect to the admission of the Limited Partner to the Partnership:

1. First Amended and Restated Agreement of Limited Partnership of the Partnership;
2. Development Agreement by and between the CCCDA and the Partnership;
3. Guaranty by the CCCDA in favor of the Limited Partner and the Partnership; and
4. Any and all other documents, agreements and certificates to be executed by the Partnership, the General Partner and the CCCDA, in connection with the capital contributions by the Limited Partner and its admission to the Partnership as a limited partner therein.

Bond Financing from MHFA

WHEREAS, the Partnership is obtaining a loan from the Minnesota Housing Finance Agency (“MHFA”) in the approximate amount of \$5,195,000.00 (the “Tax-Exempt Bond Loan”), which loan is being made from the proceeds of certain tax exempt bonds being issued by the MHFA pursuant to its Bond Bridge Loan Program; and

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the Tax-Exempt Bond Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To borrow money and obtain other credit or financial accommodations, in the amount of the Tax-Exempt Bond Loan;
2. To discount, sell, assign, transfer, mortgage, or pledge to MHFA or create security interest in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or other property now or hereafter owned by the Partnership, either absolutely with or without recourse, for such consideration as any officer of the General Partner may deem to be appropriate or as security for the payment of the Tax-Exempt Bond Loan;
3. To execute, deliver and perform any and all documents, contracts and instruments pertaining to the Tax-Exempt Bond Loan (collectively, "Tax-Exempt Bond Loan Documents") the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by an officer of the General Partner signing said Tax-Exempt Bond Loan Documents in the name of, and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guarantee the Partnership's obligations with respect to certain obligations of the Partnership to MHFA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the Tax-Exempt Bond Loan.

MHFA LMIR Loan

WHEREAS, the Partnership is obtaining a Low and Moderate Income Rental Program Loan from MHFA in connection with the Project in the approximate amount of \$4,612,000 (the "MHFA LMIR Loan").

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the MHFA LMIR Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To borrow money and obtain other credit or financial accommodations, in the amount of the MHFA LMIR Loan from MHFA; and
2. To discount, sell, assign, transfer, mortgage, or pledge, or create security interests in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or any other property now or hereafter owned by the Partnership, either absolutely, with or without recourse, for such consideration as any officer of the General Partner may deem to be appropriate or as security for the payment of the MHFA LMIR Loan;
3. To execute, deliver and perform any and all documents, contracts and instruments pertaining to the MHFA LMIR Loan (collectively the "MHFA LMIR Loan Documents") the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner's signing of said MHFA LMIR Loan Documents in the name of and on behalf of, the General Partner and the Partnership;

4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guaranty the Partnership's obligations with respect to certain obligations of the Partnership to MHFA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the MHFA LMIR Loan.

MHFA EDHC Loan

WHEREAS, the Partnership is obtaining an Economic Development and Housing Challenge Program Loan from MHFA in connection with the Project in the approximate amount of \$4,550,000 (the "MHFA EDHC Loan").

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the MHFA EDHC Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To borrow money and obtain other credit or financial accommodations, in the amount of the MHFA EDHC Loan from MHFA; and
2. To discount, sell, assign, transfer, mortgage, or pledge, or create security interests in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or any other property now or hereafter owned by the Partnership, either absolutely, with or without recourse, for such consideration as any officer of the General Partner may deem to be appropriate or as security for the payment of the MHFA EDHC Loan;
3. To execute, deliver and perform any and all documents, contracts and instruments pertaining to the MHFA EDHC Loan (collectively the "MHFA EDHC Loan Documents") the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner's signing of said MHFA EDHC Loan Documents in the name of and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guaranty the Partnership's obligations with respect to certain obligations of the Partnership to MHFA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the MHFA EDHC Loan.

MHFA HOME Loan

WHEREAS, the Partnership is obtaining a HOME Investments Partnership Program Loan from MHFA in connection with the Project in the approximate amount of \$2,000,000.00 (the “MHFA HOME Loan”).

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the MHFA HOME Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To borrow money and obtain other credit or financial accommodations, in the amount of the MHFA HOME Loan from MHFA; and
2. To discount, sell, assign, transfer, mortgage, or pledge, or create security interests in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or any other property now or hereafter owned by the Partnership, either absolutely, with or without recourse, for such consideration as any officer of the General Partner may deem to be appropriate or as security for the payment of the MHFA HOME Loan;
3. To execute, deliver and perform any and all documents, contracts and instruments pertaining to the MHFA HOME Loan (collectively the “MHFA HOME Loan Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner’s signing of said MHFA HOME Loan Documents in the name of and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guaranty the Partnership’s obligations with respect to certain obligations of the Partnership to MHFA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the MHFA HOME Loan.

Subordinate CCCDA Financing

WHEREAS, the CCCDA is obtaining a grant through the Metropolitan Council’s Local Housing Incentives Account program in the approximate principal amount of \$450,000.00 (the “LHIA Grant”), and the CCCDA intends to loan the proceeds of the LHIA Grant to the Partnership;

WHEREAS, the CCCDA is obtaining a loan through the Carver County CDA Housing Project Fund in the approximate principal amount of \$1,000,000.00 (the “CDA Fund Loan”);

WHEREAS, the CCCDA is obtaining a Sponsorship Loan in the approximate principal amount of \$52,500.00 (the “CDA Sponsorship Loan” and, together with the LHIA Grant and the CDA Fund Loan, the “CCCDA Loans”);

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the CCCDA Loans.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To lend and/or borrow money and obtain other credit or financial accommodations, in the amount of the CCCDA Loans from the CCCDA;
2. To discount, sell, assign, transfer, mortgage, or pledge to the CCCDA, or create security interests in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or any other property now or hereafter owned by the Partnership, either absolutely, with or without recourse, for such consideration as an officer of the General Partner may deem to be appropriate or as security for the payment of the CCCDA Loans;
3. To execute, deliver, and perform any and all documents, contracts and instruments pertaining to the CCCDA Loans (collectively, the “CCCDA Loan Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner’s signing of said CCCDA Loan Documents in the name of, and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guaranty the Partnership’s obligations with respect to certain obligations of the Partnership to CCCDA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the CCCDA Loans.

Rebate

WHEREAS, the CCCDA is obtaining a sales tax rebate related to the Project in the approximate amount of \$356,708.00 (the “Sales Tax Rebate”) and an energy rebate related to the Project in the approximate amount of \$24,600.00 (the “Energy Rebate” and, together with the Sales Tax Rebate, the “Additional Funds”); and

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of each of the CCCDA, the General Partner, and the Partnership for the Partnership to obtain the Additional Funds.

NOW, THEREFORE, BE IT RESOLVED, that any one Authorized Signatory be and is authorized and directed, on behalf of the CCCDA, the General Partner and/or the Partnership, acting alone or acting with others:

1. To lend and/or borrow money and obtain other credit or financial accommodations, in the amount of the Additional Funds;
2. To execute, deliver, and perform any and all documents, contracts and instruments pertaining

to the Additional Funds (collectively, the “Additional Funds Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner’s signing of said Additional Funds Documents in the name of, and on behalf of, the General Partner and the Partnership; and

3. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized and empowered, to enter into, execute, deliver and/or perform any and all documents, contracts, instruments and agreements on behalf of the CCCDA, the General Partner, and/or the Partnership with respect to the Rebate Bridge Loan.

Construction and Architect’s Contract

WHEREAS, the Partnership is entering into a contract for construction of the Project (the “GC Contract”) with Frana Companies, Inc. (the “Contractor”), and an architect’s contract (the “Architect’s Agreement” and, together with the GC Contract, the “Construction Contracts”) with Kaas Wilson National PC (the “Architect” and, together with the Contractor, the “Contractors”); and

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of the Partnership to enter into the Construction Contracts.

NOW, THEREFORE, BE IT RESOLVED, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner, and/or the Partnership any and all documents, contracts and instruments with the respect to the Construction Contracts:

1. That certain AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor between the Partnership and the Contractor, together with all exhibits and addenda thereto;
2. That certain AIA Document B109 – 2020 Standard Form of Agreement Between Owner and Architect between the Partnership and the Architect, together with all exhibits and addenda thereto; and
3. Any and all other documents, contracts and instruments to be executed by the Partnership in connection with the Construction Contracts.

Project-Based Rental Assistance

WHEREAS, the Project will obtain project based rental assistance in the approximate amount of \$92,400 annually (the “Rental Assistance”) from MHFA through the United States Department of Housing and Urban Development (“HUD”) Section 811 Program;

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of each of the CCCDA, the General Partner, and the Partnership for the Partnership to obtain the Rental Assistance; and

WHEREAS, the CCCDA, General Partner and Partnership must enter into various documents for the Rental Assistance to occur, including but not limited to, an an Agreement to Enter Into a Section 811 Rental Assistance Contract (the “ARAC”), a Rental Assistance Contract (the “RAC”), and a Use Agreement (the “Use Agreement” and collectively with the ARAC and RAC, the “Rental

Assistance Documents”).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the CCCDA, authorizes and approves the Rental Assistance and the execution of the Rental Assistance Documents and any additional documents that may be required with respect to the Rental Assistance.

RESOLVED FURTHER, that any one Authorized Signatory is authorized and directed on behalf of CCCDA, the General Partner, and/or the Partnership to execute and deliver the Rental Assistance Documents, as applicable.

Property Management Agreement

WHEREAS, the Partnership is entering into a Management Agreement with the CCCDA to obtain property management services for the Project (the “Management Agreement”); and

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of the CCCDA, the General Partner and the Partnership to enter into the Management Agreement.

NOW, THEREFORE, BE IT RESOLVED, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner, and/or the Partnership any and all documents, contracts and instruments in connection with the following instruments and agreements:

1. To cause the Partnership to execute, deliver, and perform the Management Agreement; and
2. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that the foregoing resolutions are in addition to, and do not limit and shall not be limited by, any resolutions heretofore or hereafter adopted by or on behalf of the CCCDA, the General Partner, or the Partnership for the conduct of the business necessary to enable the execution of any and all documents in connection with the Real Estate Acquisition, the admission of the Limited Partner into the Partnership, the Tax-Exempt Bond Loan, the MHFA LMIR Loan, the MHFA EDHC Loan, the MHFA HOME Loan, the CCCDA Loans, the Additional Funds, the Construction Contracts, the Rental Assistance, and the Management Agreement (collectively, the “Resolved Matters”) and the foregoing resolutions shall continue in force until express written notice of their prospective rescission or modification as to future transactions that have not been undertaken or committed for has been received by the parties to the Resolved Matters.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized and directed on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to approve, execute, and deliver any documents that may be required with respect to the Resolved Matters on behalf of the CCCDA, the General Partner, and/or the Partnership as applicable.

RESOLVED FURTHER, that any and all actions regarding the Resolved Matters by or on behalf of the CCCDA, the General Partner, and/or the Partnership prior to the adoption of these resolutions be and are in all respects ratified, approved, and confirmed.

RESOLVED FURTHER, that each of the lenders herein described is authorized to rely on the continuing force and effect of these Resolutions until receipt by such party at its principal office

of notice in writing from the CCCDA, the General Partner, and/or the Partnership, as applicable, of any amendments or alterations hereof.

RESOLVED FURTHER, to the extent required by the various counterparties referenced herein associated with the Resolved Matters, that any one Authorized Signatory be and is authorized and directed on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to revise the dollar amounts as they are listed herein and to add, amend, or replace the lists of documents provided in this Resolution, so long as such actions do not result in a material change to the Resolved Matters as they have been approved by the Board of Commissioners.

24-34 Approval of Corporate Resolution to Borrow/Grant Collateral-Carver Place Apartments

The Board of Commissioners (the “Board of Commissioners”) of Carver County Community Development Agency, a public body corporate and politic of the State of Minnesota (the “CCCDA”) hereby consents to and adopts the following resolutions set forth below with respect to the authorization of the following actions, by written consent, on behalf of the CCCDA, effective as of May 16, 2024:

Letters of Credit

WHEREAS, CCCDA Carver Place LP, a Minnesota limited partnership (the “Partnership”), which the CCCDA has certain ownership and financial interests in, will be the owner of certain real property and improvements located in the City of Carver, County of Carver, State of Minnesota, upon real property legally described in Exhibit A hereto (the “Property”) upon which the Partnership intends to construct a multifamily housing development (the “Project”);

WHEREAS, in connection with (i) the Development Agreement by and between the CCCDA and the City of Carver (the “City”) related to the development of the Project and (ii) certain financing provided by the Minnesota Housing Finance Agency (“MHFA”) related to the Project (the “MHFA Financing”), the Partnership is (i) obtaining an irrevocable letter of credit from Old National Bank, a Minnesota banking corporation (“ONB”), in the amount of up to Ninety Thousand and No/100 Dollars (\$90,000.00) in favor of the City in connection with the Development Agreement, and (ii) an irrevocable letter of credit from ONB, in the amount of up to One Hundred Thirty-Eight Thousand Seven Hundred and Fifty and No/100 Dollars (\$138,750.00) in favor of MHFA in connection with the MHFA Financing (collectively, the “Letters of Credit”).

WHEREAS, the Board of Commissioners of the CCCDA has determined it to be in the best and pecuniary interests of the Board of Commissioners of the CCCDA to obtain the Letters of Credit;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the CCCDA authorizes and approves the following actions on behalf of the CCCDA:

1. To obtain credit or financial accommodations in the amount of the Letters of Credit from ONB;
2. For the CCCDA to guarantee certain obligations to ONB, if applicable; and
3. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such manager may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one officer of the CCCDA, including Julie Frick,

Allison Streich, or Karen Reed, the Executive Director, Deputy Director, and Finance Director of the CCCDA, respectively, be and is authorized and empowered on behalf of the CCCDA to enter into, execute, deliver and/or perform any and all documents, contracts and instruments in connection with the Letters of Credit, the terms and conditions of which shall be acceptable to the CCCDA.

Additional Resolutions

RESOLVED FURTHER, that the foregoing resolutions are in addition to, and do not limit and shall not be limited by, any resolutions heretofore or hereafter adopted by or on behalf of the CCCDA for the conduct of the business necessary to enable the execution of any and all documents in connection with the Letters of Credit, and the foregoing resolutions shall continue in force until express written notice of their prospective rescission or modification as to future transactions that have not been undertaken or committed for has been received by the parties to the Letters of Credit.

RESOLVED FURTHER, that any one officer of the CCCDA including Julie Frick, Allison Streich, or Karen Reed, the Executive Director, Deputy Director, and Finance Director of the CCCDA, respectively, be and is authorized and empowered on behalf of the CCCDA to approve, execute, and deliver any documents and/or to take any actions that may be required with respect to the Letters of Credit on behalf of the CCCDA.

RESOLVED FURTHER, that any and all actions regarding the Letters of Credit by or on behalf of the CCCDA prior to the adoption of these resolutions be and are in all respects ratified, approved, and confirmed.

RESOLVED FURTHER, that ONB is authorized to rely on the continuing force and effect of this Resolution until receipt at its principal office of notice in writing from the CCCDA, of any amendments or alterations hereof.

RESOLVED FURTHER, to the extent required by the various lenders, investors, and/or others associated with the Letters of Credit, any one officer of the CCCDA, be and is authorized and directed to revise the dollar amounts of sources of financing for the Project as they are listed herein and to add, amend or replace lists of documents evidencing the Letters of Credit, as provided herein, so long as such actions do not result in a material change to the Letters of Credit as it has been approved by the Board of Commissioners of the CCCDA.

24-35 Approval of Delegation of Approving Official Responsibilities

The CDA Board Chair is hereby authorized to delegate the LOCCSs responsibilities from the Executive Director to the Deputy Director.

Motion: Rohe

Second: Williams

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REGULAR AGENDA

24-36 Approval of the 2023 Audit
Andy Berg presented.

WHEREAS, the Carver County Community Development Agency (herein called the “CDA”) entered into a services contract for the 2023 Audit to be completed by ABDO and

WHEREAS, it is required that the Carver County Community Development Agency provide via a contract a yearly audit, and

NOW, THEREFORE, BE IT RESOLVED BY THE CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY BOARD OF COMMISSIONERS to accept the 2023 Audit as presented by ABDO.

Motion: Teske

Second: Rohe

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

24-37 Approval of Contract for Chaska Yards

WHEREAS, the Carver County Community Development Agency (CDA) established a Community Growth Partnership Initiative program (Initiative) in 2016 to assist Carver County cities with redevelopment goals and promote the development of affordable housing; and

WHEREAS, the Carver County Community Development Agency (CDA) runs the Carver County Community Land Trust (CCCLT) which seeks to provide permanently affordable homeownership options in Carver County; and

WHEREAS, the City of Chaska and the CDA have partnered together to preserve one unit and develop three new units of permanently affordable housing in the City’s historic downtown area; and

WHEREAS, funding has been received from a number of sources for gap financing in order to bring these units into the CCCLT portfolio; and

WHEREAS, the City of Chaska Heritage Preservation Commission, the City of Chaska Planning Commission, and the City of Chaska City Council have approved the final plat for development.

WHEREAS, the CDA entered into a Redevelopment Agreement with the City of Chaska;

NOW, THEREFORE, BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners as follows:

The CDA Board of Commissioners approves execution of a contract with Lavoie Custom Homes and Remodeling LLC for the Chaska Yards Project.

Motion: Rohe

Second: Williams

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

24-38 Approval of Procurement for Rural Development

WHEREAS, the Carver County Community Development Agency (herein called the CDA) will be accepting a Best Value bid for the concrete and asphalt work at Hilltop I, II and Mayer Elderly;

WHEREAS, the CDA purchased Hilltop I, II and Mayer Elderly in 2021 with outlined work that needed to be completed as part of the purchase under a Capital Needs Assessment (the “Improvements”); and

WHEREAS, the CDA board has authorized a loan from the CDA to the property for the Improvements; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of CDA that the Contracting Officer or his/her designee be authorized to sign a contract/contracts for the project with the Best Value bidder/bidders, in the amount not to exceed \$225,000.

Motion: Teske

Second: Williams

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

24-39 Acceptance of Resignation of Executive Director

Motion: Rohe

Second: Williams

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

24-40 Approval to Retain a Search Firm to Search for Potential Internal and External Candidates to Fill the Executive Director Position.

Motion: Rohe

Second: Teske

Ayes: 4

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INFO - Carver County update

Carver County Commissioner Fahey provided an update.

- Carver County Board held a work session on May 7th to discuss the governance of the Carver County CDA. There will be no change to the CDA’s governance as they will remain their own entity.
- Commissioner Fahey attended the Southern Valley Alliance ribbon cutting at their new building in Shakopee.
- There will be a discussion at the County Board meeting on May 21st, 2024 regarding planning for the Environmental Center and regional solicitations.

Carver County Assistant County Administrator Koltavy provided an update.

- Deputy Director Allison Streich is going to join the County Board Meeting on June 4th, 2024 with Maxfield Research and Consulting LLC to present the 2024 Comprehensive Housing Needs Analysis for Carver County.
- August 20th, 2024 will be the work session for the Carver County CDA budget and levy.
- The Carver County Board will vote on the CDA levy on September 3rd, 2024.
- Provided an update on the space needs of Carver County and their offices.

INFORMATION

The Carver County CDA continues to assess their office space needs.

A Salary Study presentation from ABDO will be placed on the agenda for the June 20th, 2024 Carver County CDA Board Meeting.

ADJOURNMENT

24-41 Adjournment

BE IT RESOLVED that the Carver County Community Development Agency Board of Commissioners hereby adjourns until Thursday, June 20, 2024.

Motion: Rohe

Second: Teske

Ayes: 4

Nays: 0

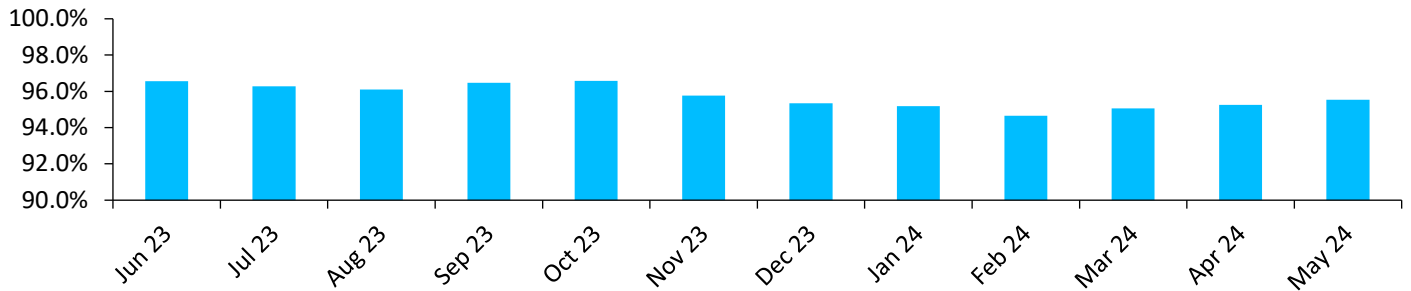
Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The CDA Board meeting adjourned at 6:12 p.m.

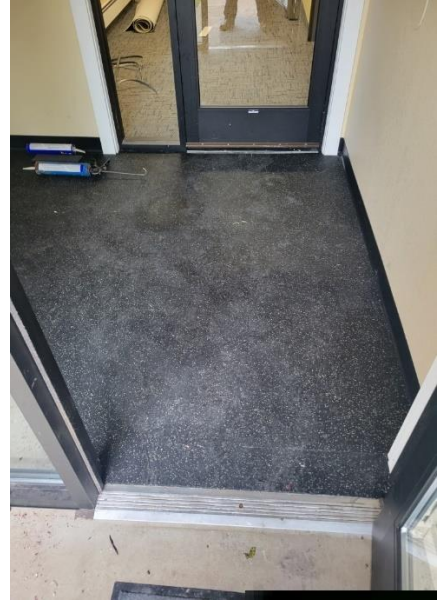
HOUSING UPDATES



2024 Capital Improvements in Process

Property	Improvement Project	Status and Tentative Schedule
Brickyard	<ul style="list-style-type: none"> Brick and Concrete repairs around entire building. Hallway Lighting Replacement 	<ul style="list-style-type: none"> Project to start 6/17. Completed.
Hilltop/Mayer	<ul style="list-style-type: none"> Common Area Painting & Flooring Replacement. Gutter Project & Attic Insulation Parking lot Repairs 	<ul style="list-style-type: none"> Will be completed by 6/14. Bids received, selecting vendor in progress. Project awarded, waiting on legal to finalize contracts.
Windstone	<ul style="list-style-type: none"> Rear Entry Door Replacements 	<ul style="list-style-type: none"> Working on Bids.
Waybury	<ul style="list-style-type: none"> Jetting Sewer Lines and 1st floor Units Kitchen Drain Lines 	<ul style="list-style-type: none"> Scheduled to start 6/18.
Crossings	<ul style="list-style-type: none"> Seal Coating and Striping Parking Lots 	<ul style="list-style-type: none"> Working on Bids.
Bluff Creek	<ul style="list-style-type: none"> Deck Repairs 	<ul style="list-style-type: none"> In-House Rebuilding of 2 Decks, waiting on Permit Approval from the City.
Lake Grace	<ul style="list-style-type: none"> Repairs of Gutters and Sewers 	<ul style="list-style-type: none"> Working on Bids
Centennial Hill	<ul style="list-style-type: none"> Parking Lot Repairs 	<ul style="list-style-type: none"> Working on Bids for Concrete Repair/Replacement in Front of Garage Door.
Trail's Edge	<ul style="list-style-type: none"> Parking Lot Repairs 	<ul style="list-style-type: none"> Warranty Repairs for Lot.
Carver Homes	<ul style="list-style-type: none"> 1221 Parallel (Chaska) 	<ul style="list-style-type: none"> Drain Tile and Sump Pump Installation.

Mayer Elderly Common Area Hallway Paint and Flooring Project:



Brickyard Hallway Lighting Project:



Centennial Hill Spring Planting:



Crossings Spring Planting:



Oak Grove Spring Planting:



Staffing News:

- We have the following vacant positions to fill: Housing Quality Specialist (1), Property Manager (2) and Assistant Director of Property Management (1).
- Brian Kelzer started 6/7/2024 as a Maintenance Technician for Centennial Hill and Brickyard. Thank you to all the Maintenance Staff for assisting to cover these sites while this position was vacant!

Miscellaneous Updates:

- We are currently working through the implementation process of Yardi Case Manager. Yardi Case Manager can be best described as a centralized tracking system that can be used to task and complete processes that are associated with residents and applicants that cannot be tracked within Yardi Voyager. An example of some of these tasks include but are not limited to the following: Reasonable Accommodations and Modification request, Lease Violations, Lease Terminations, Tenant Adjustments Approvals/Denials, and/or Applicant Appeals.
- Compliance and Management staff are preparing for the Management and Occupancy Review (MOR) at Lake Grace for our 811 Units. This audit will include a review of randomly selected tenant files, compliance/operation processes, property walk, and unit inspections. The 811 funding for our units provides housing assistance for adults 18-61 with disabilities that are referred to us by the Department of Human Services (DHS). The MOR is scheduled to take place on July 8, 2024!

SPECIAL PROGRAMS			
Program	Grant Term	# Units Under Contract	% Under Contract
Bridges	7/1/23-6/30/25	13	100%
Bridges RTC	7/1/23-6/30/25	2	100%
Housing Trust Fund	10/1/23-9/30/25	15	86%
CoC PSH	8/1/23-7/31/24	14	86%

Resident Services

Presentations (2024)

Agency	Property	Number of Residents
SmartLink	Waybury	13
	Centennial	17
	Crossings	16
	Spruce	4
SW Transit	Centennial	15

2024 YTD:

# of appointments	# of residents/clients	Mobile food shelf participants	Energy Assistance Program Application assistance
2	4	42	4

CDA SERVICES BY COMMUNITY

The table below lists the main CDA services and number of participants or units for each Carver County Community. Numbers are year to date (or are noted accordingly).

	Metro HRA Housing Choice Vouchers	CDA Affordable Rental Units	CDA Subsidized Rental Units	CDA Rental Assistance Participants	Septic Loans and Grants	Community Growth Partnership Initiative (awards since 2016) plus outstanding Business Loan Funds	Entrepreneur Support Program (Thru Q4 2021)	Land Trust Units	Housing Rehab (single family and multifamily rental)	Commercial and Mixed-Use Rehab
Carver	17	9	9	6		3	3			
Chanhassen	45	59	20	2		5	3			
Chaska	145	183	174	24		3	9	27	2	
Cologne			3	2		1	5	1		
Hamburg										
Mayer			10					1		
New Germany				1		4				
NYA	3	47	10	1		3	5		3	7
Victoria		3	3			4	4	1		
Waconia	13	119	51	7		2	4	9		
Watertown	2		34			4	2	1	7	9
Townships					17	1				
Other							1			
TOTAL	225	420	314	43	17	30	36	40	12	16

FINANCE

FINANCE

		May 2024 YTD Actual	May 2024 YTD Budget	Variance
CDA	Revenue	7,620,500	6,789,376	831,124
	Expenses	4,536,061	5,236,568	700,507
	Cash Balance	7,255,874		

		May 2024 YTD Actual	May 2024 YTD Budget	Variance
Properties	Revenue	3,578,865	3,485,852	93,013
	Expenses	2,220,605	2,475,275	254,670
	Cash Balance	3,106,536		

Revenue Recapture collected through May

Note-Write-off amounts and collected amounts may not be from the same year.

Property:	Written off:	Collected:	Notes:
Lake Grace	\$ 5,099	\$ 605	
Carver Homes	\$23,507	\$18,281	
Bluff Creek	\$3,379		
Oak Grove			
Hilltop	\$ 373		
Trails	\$ 2,870		
Crossings	\$ 5,196		
Waybury	\$ 21	\$345	
Windstone	\$ 1,009	\$4,606	
Total:	\$41,454	\$23,837	

Other Finance updates

Consolidated YTD revenues for the CDA through May were \$7,620,500 and expenses were \$4,536,061. **Net Operating Income was \$3,084,439, 99% over budget.** YTD Revenues for the properties were \$3,578,865 and expenses were \$2,220,605. **Net Operating Income was \$1,358,260, 34% over budget.**

COMMUNITY & ECONOMIC DEVELOPMENT

COMMUNITY LAND TRUST (CCCLT)

Total Units	42
Total resales YTD	0
# of families helped	74
Waiting list	
Acquisition this month	0

Notes:

Vacant Lot at 413 Franklin Ave NE, Watertown, Grant Funds awarded 2023

Working to finalize contract with primary contractor

Chaska Yards (Ernst/Ess Project)

Anticipated start time of 6/1/24

BUSINESS DEVELOPMENT - NEXTSTAGE

	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Total 4 Qtrs
Total Carver County Clients Assisted	12	12	10	19	53
# of Financing Events	0	2	1	2	5
Total Financing/Investment	0	\$375,000	\$275,000	\$483,150	\$1,133,150
New Business Starts	0	0	0	1	1
Business Expansions	0	2	0	0	2
New FT Jobs	0	2	2	2	6
New PT Jobs	0	3	1	6	10

MINNESOTA CITIES PARTICIPATION PROGRAM (MCP) –

2024 allocation is \$1,992,221 Numbers through May 2024

	# Committed loans	Total \$	% of allocated funds
First Mortgage Loans	6	\$1,466,415	74%
Additional Start-up loans	1	\$266,585	N/A
Step up loans	8	\$2,979,183	N/A
Down payment assistance		\$243,000	N/A
TOTALS	15	\$4,712,183	N/A

COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)

Open Grants:

Year	Grant	City	Project	Budget
2020	Comm. Development	CDA – Chaska	Ernst House Rehab	\$85,000
2021	Comm. Development	CDA – Chaska	Ernst House Rehab	\$92,500
2022	Pre Development	Mayer	Old Firehall	\$7,500
2023	Pre Development	Norwood Young Am	Housing Study	\$7,500
2023	Pre Development	Waconia	Waterford Assoc.	\$7,500
2023	Comm. Development	Mayer	Old Firehall	\$90,000
2023	Comm. Development	Waconia Township	Sovereign Estates	\$90,000
2023	Pre Development	Mayer	Creamery Bldg	\$7,500
2024	Pre Development	NYA	Urban Streetscape	\$7,500
2024	Pre Development	Watertown	Spring Hills	\$10,000
2024	Pre Development	Victoria	Tif Analysis	\$10,000
2024	Pre Development	Chaska	Zoning Audit	\$10,000
2024	Comm. Development	Cologne	Cooperative	\$100,000
2024	Comm. Development	Chanhassen	Downtown	\$100,000
2024	Comm. Development	NYA	Industrial Park	\$100,000

SEPTIC / WELL LOAN PROGRAM (SSTS)

	2025 new assessments	Underway (anticipated 2025 assessment)	2024 Paid Off	Total active assessments
Applications	4	17	0	62

ECONOMIC DEVELOPMENT (social media)

FACEBOOK choosecarvercounty

	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Totals
<i>Facebook Reach</i>	3,982	1,091	10,700	17,100	15,867
<i>Facebook Visits</i>	422	341	404	502	1,254
<i>Facebook Page new likes</i>	31	13	9	22	
<i>Total Facebook Likes</i>			139	161	
<i>Total Facebook Followers</i>			192	232	

- Note: Social media advertisements ran in Q4 2023 and Q1 2024.

CHOOSECARVERCOUNTY.COM

	Q2 2023 VCC	Q3 2023 VCC	Q4 2023 CCC	Q1 2024 CCC	Totals
Page Views	941	1,200	2,467	2,605	
Average Engagement	57s	51s			
Top 3 Pages	Home, Events, Things to Do	Events, Home, Things to Do	Home, Events, Work Here	Events, Home, Contact Our Staff	

CHOOSECARVERCOUNTY.COM OFFICIALLY WENT LIVE OCTOBER 2ND, 2023!

ADMINISTRATIVE/OTHER ITEMS OF INTEREST

Staff is anticipated to present to the County Board during a work session on the 2024 Housing Study.



Board of Commissioners

Request for Board Action

Meeting Date: June 20, 2024,

Agenda number: 4B

DEPARTMENT: Housing

FILE TYPE: Regular Consent

TITLE: Approval of Write-Off of Past Tenant Balances for May 2024

PURPOSE/ ACTION REQUESTED: Approve write-off of Past Tenant Balances

SUMMARY: The Carver County CDA's policy is to write off past tenant balances that have been submitted to MN Revenue Recapture and was approved by the CDA Board. When a past tenant moves out with a balance, the tenant has 10 business days to contact the CDA to either pay the balance in full or set up a repayment agreement. If the past tenant does not contact the CDA, the balance due is submitted to MN Revenue recapture. The CDA will "write-off" the past balance in Yardi once it has been submitted to MN Revenue Recapture. Any former resident that has been submitted to MN Revenue Recapture due to that past balance will remain there until such time as that balance is paid or the six-year statute of limitations has passed.

RECOMMENDATION: Staff recommend approval of the write-off of past tenant balances.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners that the Past Tenant balance for May 2024 is hereby approved to be written off.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Past tenant balances

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Shanika Bumphurs, Director of Housing

Author: Shanika Bumphurs, Director of Housing

Tenant Unpaid Charges

Status = Past

Property Code	Unit Code	Tenant Status	Charge Type	Current Owed	Amount Paid
hilltop					
Resident 1					
	H1F	Past	DAMAGE	\$875.46	\$0.00
	H1F	Past	RENT	\$500.94	\$87.06
Total For Resident 1				\$1,376.40	\$87.06
lakegrace					
Resident 2					
	A18	Past	DAMAGE	\$156.58	\$168.42
Total For Resident 2				\$156.58	\$168.42
windstn					
Resident 3					
	F110533	Past	DAMAGE	\$424.38	\$925.62
Total For Resident 3				\$434.38	\$925.62
Resident 4					
	W110506	Past	DAMAGE	\$2,317.00	\$0.00
Total For Resident 4				\$2,317.00	\$0.00
Total				\$4,284.36	\$1,181.70



Board of Commissioners

Request for Board Action

Meeting date: June 20, 2024

Agenda number: 4C

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE: Approval of Record of Disbursements - May 2024

PURPOSE/ ACTION REQUESTED: Approve Record of Disbursements for May 2024

SUMMARY: In May 2024, the Carver County Community Development Agency (CDA) had \$1,319,323.32 in disbursements and \$172,303.64 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

RECOMMENDATION: Staff recommends approval of the Record of Disbursements for March, 2024.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the May 2024 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursements - May 2024

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment

Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Karen Reed, Director of Finance

Author: Karen Reed, Director of Finance

**Carver County CDA
Record of Disbursements
For the Month of May 2024**

	Date	Amount		Total
Carver Homes	05/01/24	\$15,436.76		
	05/08/24	\$769.66		
	05/15/24	\$38,266.32	(1)	
	05/22/24	\$11,811.98		
	05/29/24	<u>\$9,072.88</u>		\$75,357.60
CDA	05/01/24	\$125,987.78	(2)	
	05/08/24	\$16,908.49		
	05/15/24	\$164,112.23	(3)	
	05/22/24	\$17,839.68		
	05/29/24	<u>\$85,484.62</u>	(4)	\$410,332.80
Properties	05/01/24	\$98,156.15	(5)	
	05/08/24	\$67,229.89		
	05/15/24	\$530,276.76	(6)	
	05/22/24	\$105,411.36	(7)	
	05/29/24	<u>\$32,558.76</u>		\$833,632.92
Total May 2024 Disbursements				<u><u>\$1,319,323.32</u></u>
May 2024 Payroll				
	05/08/24	\$94,155.45		
	05/22/24	<u>\$78,148.19</u>		
				<u><u>\$172,303.64</u></u>

Disbursement detail is available in the Finance Office

- (1) Carver County - 1st half property taxes and PILOT - \$26,600**
- (2) HART - pension contribution - \$18,000**
- (3) Kaas Wilson - Architect fees for Carver Oaks - \$114,000
HART - pension contribution - \$20,300**
- (4) Carver County - Health, dental, life - \$33,000**
- (5) US Bank - \$34,000 debt service - Waybury
Pacific Life - Trail's Edge debt service - \$32,000**
- (6) Carver County - RE tax & Pilot - \$166,000
Interfund clearing - \$300,000**
- (7) Interfund clearing - \$44,000**



Board of Commissioners

Request for Board Action

Meeting date: June 20, 2024

Agenda number: 4D

DEPARTMENT: Property Management

FILE TYPE: Agenda-Consent

TITLE: Approval of the Execution and Delivery of Certain Documents Relating to the Development of Carver Place Apartments

PURPOSE/ ACTION REQUESTED: Approval of execution and delivery of documents to close on Carver Place Apartments.

SUMMARY: The CDA submitted a funding application to MN Housing for funding of Carver Place in 2022 and was awarded funding in December 2022. Carver Place will be a general occupancy project consisting of 60 units, with a mix of 1-, 2- and 3-bedroom units. The development will be located at 1591 Hartwell Dr in Carver. A limited liability company will serve as the developer of the project. The CDA will be the sole member of the Developer.

The CDA, CCCDA Carver Place LP, and CCCDA Carver Place GP LLC need to adopt resolutions prior to closing on Carver Place. This includes the acquisition of the property, the construction and permanent loans from MN Housing, the investment in the Partnership by R4 Capital LLC, the acceptance of additional funds, entering into construction and architect's agreements, the acceptance of Project-Based Section 811 assistance and entering into a property management agreement. This was approved by the Board at the May 16, 2024 Board meeting. However, since that time, MN Housing has proposed new funding that would bring in all soft loans as EDHC funding. That would mean this project will no longer have HOME funds, which are federal and come with additional compliance requirements. After discussion with our tax credit syndicator, we have agreed to the new funding structure.

RECOMMENDATION: Approve the Corporate Resolution to Borrow/Grant Collateral for Carver Place Apartments

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

See attached Resolution

PREVIOUS BOARD ACTION

Resolution 23-26-Approval of the Creation of a Limited Partnership and Limited Liability Company General Partner-Carver Place

Resolution 24-33 Approval of the Execution and Delivery of Certain Documents Relating to the Development of Carver Place Apartments

ATTACHMENTS

N/A

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Allison Streich, Deputy Director

Author: Allison Streich, Deputy Director

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
OF
CARVER COUNTY COMMUNITY DEVELOPMENT AGENCY**

Resolution No:

The Board of Commissioners (the “Board of Commissioners”) of Carver County Community Development Agency, a public body corporate and politic of the State of Minnesota (the “CCCDA”), the sole member of CCCDA Carver Place GP LLC, a Minnesota limited liability company (the “General Partner”), the general partner of CCCDA Carver Place LP, a Minnesota limited partnership (the “Partnership”), hereby adopts the resolutions set forth below with respect to the authorization of the following actions of the CCCDA, the General Partner, and the Partnership:

Acquisition of the Property by the Partnership

WHEREAS, the Partnership was organized to acquire, construct, own, hold, operate, lease, rent, manage, maintain, repair, remodel, mortgage, encumber, refinance by contract for deed and/or mortgage debt, sell, exchange, transfer, or otherwise dispose of or derive economic benefit from a low-income multifamily housing development to be located on the Property, as defined herein (the “Project”);

WHEREAS, the CCCDA desires to contribute to the General Partner, and the General Partner desires to accept such contribution (the “GP Real Estate Acquisition”), that certain real property located in the City of Carver, Minnesota, legally described on Schedule 1 attached hereto (the “Property”), pursuant to the terms of that certain Land Contribution Agreement by and between the CCCDA and the General Partner;

WHEREAS, the General Partner desires to contribute the Property to the Partnership, and the Partnership desires to accept such contribution (the “Partnership Real Estate Acquisition” and, together with the GP Real Estate Acquisition, the “Real Estate Acquisition”);

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interest of the CCCDA, the General Partner, and the Partnership to complete the Real Estate Acquisition; and

WHEREAS, the CCCDA, the General Partner, and the Partnership must enter into various documents for the Real Estate Acquisition to occur (collectively, the “Real Estate Acquisition Documents”).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the CCCDA, authorizes and approves the Real Estate Acquisition and the execution of the Real Estate Acquisition Documents and any additional documents that may be required with respect to the Real Estate Acquisition.

RESOLVED FURTHER, that any one officer of the CCCDA and any one manager of the General Partner, including Julie Frick, Allison Streich, or Karen Reed, the Executive Director, Deputy

Director, and Finance Director of the CCCDA, respectively, and the President, Vice President/Secretary and Vice President/Treasurer of the General Partner, respectively (each an “Authorized Signatory”), is authorized and directed on behalf of CCCDA, the General Partner, and/or the Partnership to execute and deliver the Real Estate Acquisition Documents, as applicable.

Investment in the Partnership by R4 Capital

WHEREAS, R4 CPMN Acquisition LLC, a Delaware limited liability company (the “Limited Partner”) is making capital contributions in the approximate aggregate amount of \$5,927,214.00 to the Partnership in exchange for a limited partnership interest in the Partnership; and

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to admit the Limited Partner as a limited partner in the Partnership.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, authorizes and approves the following actions on behalf of the CCCDA, the General Partner, and/or the Partnership:

1. To determine the appropriate terms and conditions upon which the Limited Partner will make its capital contributions to the Partnership in exchange for its rights and obligations as a limited partner in the Partnership;
2. Without limiting the generality of the preceding resolutions, to cause the CCCDA to guarantee certain obligations of the General Partner and the Partnership;
3. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as any such Authorized Signatory may deem appropriate in connection with any of the foregoing.

RESOLVED, FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership with respect to the admission of the Limited Partner to the Partnership:

1. First Amended and Restated Agreement of Limited Partnership of the Partnership;
2. Development Agreement by and between the CCCDA and the Partnership;
3. Guaranty by the CCCDA in favor of the Limited Partner and the Partnership; and
4. Any and all other documents, agreements and certificates to be executed by the Partnership, the General Partner and the CCCDA, in connection with the capital contributions by the Limited Partner and its admission to the Partnership as a limited partner therein.

Bond Financing from MHFA

WHEREAS, the Partnership is obtaining a loan from the Minnesota Housing Finance Agency (“MHFA”) in the approximate amount of \$5,195,000.00 (the “Tax-Exempt Bond Loan”), which loan is being made from the proceeds of certain tax exempt bonds being issued by the MHFA pursuant to its Bond Bridge Loan Program; and

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the Tax-Exempt Bond Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To borrow money and obtain other credit or financial accommodations, in the amount of the Tax-Exempt Bond Loan;
2. To discount, sell, assign, transfer, mortgage, or pledge to MHFA or create security interest in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or other property now or hereafter owned by the Partnership, either absolutely with or without recourse, for such consideration as any officer of the General Partner may deem to be appropriate or as security for the payment of the Tax-Exempt Bond Loan;
3. To execute, deliver and perform any and all documents, contracts and instruments pertaining to the Tax-Exempt Bond Loan (collectively, “Tax-Exempt Bond Loan Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by an officer of the General Partner signing said Tax-Exempt Bond Loan Documents in the name of, and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guarantee the Partnership’s obligations with respect to certain obligations of the Partnership to MHFA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the Tax-Exempt Bond Loan.

MHFA LMIR Loan

WHEREAS, the Partnership is obtaining a Low and Moderate Income Rental Program Loan from MHFA in connection with the Project in the approximate amount of \$4,625,000 (the “MHFA LMIR Loan”).

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the MHFA LMIR Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To borrow money and obtain other credit or financial accommodations, in the amount of the MHFA LMIR Loan from MHFA; and
2. To discount, sell, assign, transfer, mortgage, or pledge, or create security interests in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or any other property now or hereafter owned by the Partnership, either absolutely, with or without recourse, for such consideration as any officer of the General Partner may deem to be appropriate or as security for the payment of the MHFA LMIR Loan;
3. To execute, deliver and perform any and all documents, contracts and instruments pertaining to the MHFA LMIR Loan (collectively the “MHFA LMIR Loan Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner’s signing of said MHFA LMIR Loan Documents in the name of and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guaranty the Partnership’s obligations with respect to certain obligations of the Partnership to MHFA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the MHFA LMIR Loan.

MHFA EDHC Loan

WHEREAS, the Partnership is obtaining an Economic Development and Housing Challenge Program Loan from MHFA in connection with the Project in the approximate amount of \$7,166,000 (the “MHFA EDHC Loan”).

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the MHFA EDHC Loan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To borrow money and obtain other credit or financial accommodations, in the amount of the MHFA EDHC Loan from MHFA; and
2. To discount, sell, assign, transfer, mortgage, or pledge, or create security interests in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or any other property now or hereafter owned by the Partnership, either absolutely, with or without recourse, for such consideration as any officer of the General Partner may deem to be appropriate or as security for the payment of the MHFA EDHC Loan;
3. To execute, deliver and perform any and all documents, contracts and instruments pertaining to the MHFA EDHC Loan (collectively the “MHFA EDHC Loan Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner’s signing of said MHFA EDHC Loan Documents in the name of and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guaranty the Partnership’s obligations with respect to certain obligations of the Partnership to MHFA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the MHFA EDHC Loan.

Subordinate CCCDA Financing

WHEREAS, the CCCDA is obtaining a grant through the Metropolitan Council’s Local Housing Incentives Account program in the approximate principal amount of \$450,000.00 (the “LHIA Grant”), and the CCCDA intends to loan the proceeds of the LHIA Grant to the Partnership;

WHEREAS, the CCCDA is obtaining a loan through the Carver County CDA Housing Project Fund in the approximate principal amount of \$1,000,000.00 (the “CDA Fund Loan”);

WHEREAS, the CCCDA is obtaining a Sponsorship Loan in the approximate principal amount of \$52,500.00 (the “CDA Sponsorship Loan” and, together with the LHIA Grant and the CDA Fund Loan, the “CCCDA Loans”);

WHEREAS, the Board of Commissioners has determined that it is in the best business and pecuniary interest of the CCCDA, the General Partner, and/or the Partnership to obtain the CCCDA Loans.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners authorizes and approves the following actions on behalf of the CCCDA, the General Partner and/or the Partnership:

1. To lend and/or borrow money and obtain other credit or financial accommodations, in the amount of the CCCDA Loans from the CCCDA;
2. To discount, sell, assign, transfer, mortgage, or pledge to the CCCDA, or create security interests in, the real property, goods, instruments, documents of title, securities, chattel paper, accounts, contract rights or other intangibles or any other property now or hereafter owned by the Partnership, either absolutely, with or without recourse, for such consideration as an officer of the General Partner may deem to be appropriate or as security for the payment of the CCCDA Loans;
3. To execute, deliver, and perform any and all documents, contracts and instruments pertaining to the CCCDA Loans (collectively, the “CCCDA Loan Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner’s signing of said CCCDA Loan Documents in the name of, and on behalf of, the General Partner and the Partnership;
4. Without limiting the generality of the preceding resolutions, to cause the CCCDA and the General Partner to guaranty the Partnership’s obligations with respect to certain obligations of the Partnership to CCCDA, if applicable; and
5. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner and/or the Partnership any and all documents, contracts and instruments in connection with the CCCDA Loans.

Rebate

WHEREAS, the CCCDA is obtaining a sales tax rebate related to the Project in the approximate amount of \$363,587 (the “Sales Tax Rebate”) and an energy rebate related to the Project in the approximate amount of \$24,600.00 (the “Energy Rebate” and, together with the Sales Tax Rebate, the “Additional Funds”); and

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of each of the CCCDA, the General Partner, and the Partnership for the Partnership to obtain the Additional Funds.

NOW, THEREFORE, BE IT RESOLVED, that any one Authorized Signatory be and is authorized and directed, on behalf of the CCCDA, the General Partner and/or the Partnership, acting alone or acting with others:

1. To lend and/or borrow money and obtain other credit or financial accommodations, in the amount of the Additional Funds;
2. To execute, deliver, and perform any and all documents, contracts and instruments pertaining to the Additional Funds (collectively, the “Additional Funds Documents”) the terms and conditions of which shall be acceptable to the General Partner, which acceptance shall be evidenced by the General Partner’s signing of said Additional Funds Documents in the name of, and on behalf of, the General Partner and the Partnership; and
3. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized and empowered, to enter into, execute, deliver and/or perform any and all documents, contracts, instruments and agreements on behalf of the CCCDA, the General Partner, and/or the Partnership with respect to the Rebate Bridge Loan.

Construction and Architect’s Contract

WHEREAS, the Partnership is entering into a contract for construction of the Project (the “GC Contract”) with Frana Companies, Inc. (the “Contractor”), and an architect’s contract (the “Architect’s Agreement” and, together with the GC Contract, the “Construction Contracts”) with Kaas Wilson National PC (the “Architect” and, together with the Contractor, the “Contractors”); and

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of the Partnership to enter into the Construction Contracts.

NOW, THEREFORE, BE IT RESOLVED, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner, and/or the Partnership any and all documents, contracts and instruments with the respect to the Construction Contracts:

1. That certain AIA Document A101 – 2017 Standard Form of Agreement Between Owner and Contractor between the Partnership and the Contractor, together with all exhibits and addenda thereto;

2. That certain AIA Document B109 – 2020 Standard Form of Agreement Between Owner and Architect between the Partnership and the Architect, together with all exhibits and addenda thereto; and
3. Any and all other documents, contracts and instruments to be executed by the Partnership in connection with the Construction Contracts.

Project-Based Rental Assistance

WHEREAS, the Project will obtain project based rental assistance in the approximate amount of \$92,400 annually (the “Rental Assistance”) from MHFA through the United States Department of Housing and Urban Development (“HUD”) Section 811 Program;

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of each of the CCCDA, the General Partner, and the Partnership for the Partnership to obtain the Rental Assistance; and

WHEREAS, the CCCDA, General Partner and Partnership must enter into various documents for the Rental Assistance to occur, including but not limited to, an an Agreement to Enter Into a Section 811 Rental Assistance Contract (the “ARAC”), a Rental Assistance Contract (the “RAC”), and a Use Agreement (the “Use Agreement” and collectively with the ARAC and RAC, the “Rental Assistance Documents”).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the CCCDA, authorizes and approves the Rental Assistance and the execution of the Rental Assistance Documents and any additional documents that may be required with respect to the Rental Assistance.

RESOLVED FURTHER, that any one Authorized Signatory is authorized and directed on behalf of CCCDA, the General Partner, and/or the Partnership to execute and deliver the Rental Assistance Documents, as applicable.

Property Management Agreement

WHEREAS, the Partnership is entering into a Management Agreement with the CCCDA to obtain property management services for the Project (the “Management Agreement”); and

WHEREAS, the Board of Commissioners has determined it to be in the best business and pecuniary interests of the CCCDA, the General Partner and the Partnership to enter into the Management Agreement.

NOW, THEREFORE, BE IT RESOLVED, that any one Authorized Signatory be and is authorized on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to execute and deliver on behalf of the CCCDA, the General Partner, and/or the Partnership any and all documents, contracts and instruments in connection with the following instruments and agreements:

1. To cause the Partnership to execute, deliver, and perform the Management Agreement; and

2. To do such other acts and things, make such other agreements and execute and deliver such other contracts or writings as such officer may deem to be appropriate in connection with any of the foregoing.

RESOLVED FURTHER, that the foregoing resolutions are in addition to, and do not limit and shall not be limited by, any resolutions heretofore or hereafter adopted by or on behalf of the CCCDA, the General Partner, or the Partnership for the conduct of the business necessary to enable the execution of any and all documents in connection with the Real Estate Acquisition, the admission of the Limited Partner into the Partnership, the Tax-Exempt Bond Loan, the MHFA LMIR Loan, the MHFA EDHC Loan, the MHFA HOME Loan, the CCCDA Loans, the Additional Funds, the Construction Contracts, the Rental Assistance, and the Management Agreement (collectively, the “Resolved Matters”) and the foregoing resolutions shall continue in force until express written notice of their prospective rescission or modification as to future transactions that have not been undertaken or committed for has been received by the parties to the Resolved Matters.

RESOLVED FURTHER, that any one Authorized Signatory be and is authorized and directed on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to approve, execute, and deliver any documents that may be required with respect to the Resolved Matters on behalf of the CCCDA, the General Partner, and/or the Partnership as applicable.

RESOLVED FURTHER, that any and all actions regarding the Resolved Matters by or on behalf of the CCCDA, the General Partner, and/or the Partnership prior to the adoption of these resolutions be and are in all respects ratified, approved, and confirmed.

RESOLVED FURTHER, that each of the lenders herein described is authorized to rely on the continuing force and effect of these Resolutions until receipt by such party at its principal office of notice in writing from the CCCDA, the General Partner, and/or the Partnership, as applicable, of any amendments or alterations hereof.

RESOLVED FURTHER, to the extent required by the various counterparties referenced herein associated with the Resolved Matters, that any one Authorized Signatory be and is authorized and directed on behalf of the CCCDA any time hereafter and without further action by or authority or direction from the Board of Commissioners to revise the dollar amounts as they are listed herein and to add, amend, or replace the lists of documents provided in this Resolution, so long as such actions do not result in a material change to the Resolved Matters as they have been approved by the Board of Commissioners.

The remainder of this page has been left intentionally blank.

Adopted this 20th of June, 2024

Chair

Attest:

Secretary

SCHEDULE 1

Legal Description

Lot 1, Block 1, Carver Place, according to the recorded plat thereof, Carver County, Minnesota.

(Torrens Property)

28894823v4
23522.2



Board of Commissioners

Request for Board Action

Meeting date: June 20, 2024

Agenda number: 5A

DEPARTMENT: Human Resources

FILE TYPE: Regular - Agenda

TITLE: Approval of Salary Study

PURPOSE/ ACTION REQUESTED: Approve completion of a formal salary study.

SUMMARY: The last formal salary study for the CDA was completed on or about 2000. In preparation for the 2025 budget, the CDA would like to have an updated formal salary study completed. Request to approve Abdo completing an updated salary study.

RECOMMENDATION: Director of Human Resources recommends that the CDA Board of Commissioners approve Abdo complete a formal salary study.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

BE IT RESOLVED, by the Carver County Community Development Agency Board of Commissioners, that after review and consideration, the salary study will be completed by Abdo.

PREVIOUS BOARD ACTION

ATTACHMENTS

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Janette Meyer, Human Resources & Operations Manager

Author: Janette Meyer, Human Resources & Operations Manager



Board of Commissioners

Request for Board Action

Meeting date: June 20, 2024

Agenda number: 5B

DEPARTMENT: Community & Economic Development

FILE TYPE: Regular

TITLE: 870 Arboretum

PURPOSE/ ACTION REQUESTED: Approve the purchase of 870 Arboretum for \$374,000.

SUMMARY: Carver County transportation is planning future roadway improvements along the Highway 5 corridor/Arboretum area in Victoria, Chanhassen and Chaska. As part of a long-term transportation solution in this area, the county and state are looking at acquiring the single-family properties in the northwest corner of Highway 5 and CSAH 13 (Rolling Acres Road) for future roadway improvements. Because the planning process is not yet complete and no funds have been programmed, neither the state nor the county are able to purchase any of these properties at this time.

The current property owners at 870 Arboretum Boulevard, one of the single-family properties at the intersection of Highway 5 and CSAH 13 previously identified for acquisition during the roadway improvements, are looking to sell their property now. Because neither the county nor the state can purchase the property at this time, CDA staff was made aware that this property owner is a willing seller. The county requested that the CDA purchase this property and hold it until the state or county move forward with the roadway improvements.

The property, a rambler-style home built in 1965, has a new roof. This home sits on .48 acres. Features of the house include:

- 3 bedrooms
- 1 1/2 bathrooms
- Living room, dinette, family room, and kitchen
- 2 car attached garage
- 1746 finished square feet

Timeline

The intent is that the CDA purchases the property now, holds it and may rent it depending on the timeline of the road improvements, tentatively scheduled for 2025 dependent upon funding. At the time of the roadway project, the CDA will sell the property back to the county for the purchase price.

Purchase Agreement

A purchase agreement for \$374,000 has been drafted. An appraisal has been completed and the property has been appraised at \$374,000.

RECOMMENDATION: To approve the purchase of 870 Arboretum for \$374,000.

EXPLANATION OF FISCAL/ FTE IMPACTS:

None Current budget Other Amendment requested New FTE(s) requested

RESOLUTION:

WHEREAS, pursuant to the laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.001 through 469.047 (the “Act”), the Carver Community Development Agency (the “Agency”) desires to purchase 870 Arboretum Boulevard, Victoria, Minnesota.

WHEREAS, on this 20th day of June, 2024, there has been presented to the meeting of the members of the CDA a proposal for the CDA to purchase 870 Arboretum Blvd at a not to exceed amount of \$374,000.

WHEREAS, the Agency has the desire to purchase 870 Arboretum Boulevard in Victoria as another potential affordable rental option within the community.

WHEREAS, the Agency is working with Carver County to draft a Memorandum of Understanding to outline terms for future sale of 870 Arboretum Boulevard at future date for purposes of a roadway project.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Carver County Community Development Agency as follows:

1. That the Executive Director is hereby authorized to execute and deliver a purchase agreement in a not to exceed amount of \$374,000, to purchase said Property on behalf of the Agency, subject to agreement on a Memorandum of Understanding with Carver County and the final approval of the Executive Director.

2. That the Executive Director is hereby authorized to execute a Memorandum of Understanding with Carver County regarding a future sale of said Property.

PREVIOUS BOARD ACTION

None

ATTACHMENTS

Carver County CDA and Carver County MOU

BOARD GOALS

Focused Housing Programs Collaboration Development/Redevelopment
 Financial Sustainability Operational Effectiveness

PUBLIC ENGAGEMENT LEVEL

Inform and Listen Discuss Involve N/A

CONTACT

Department Head: Julie Frick, Executive Director

Author: Julie Frick, Executive Director

**Memorandum of Understanding between
Carver County Community Development Agency and County of Carver
for Purchase and Conveyance of Improved Real Property in Carver County**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made and entered into this _____ day of _____ 2024, by and between the Carver County Community Development Agency, a public body corporate and politic of the State of Minnesota (“**CDA**”) and the County of Carver, a political subdivision of the State of Minnesota (“**Carver County**”). The CDA and Carver County are referred to collectively hereinafter as the “**Parties**.”

RECITALS

WHEREAS, the CDA has the general purposes of providing affordable, adequate, and safe housing to protect the health, safety, morals, and welfare of the public, and of fostering community and economic development within Carver County.

WHEREAS, the CDA has statutory authority to purchase real property to advance its purposes, after its governing body adopts a resolution declaring that the acquisition is necessary for a purpose set forth in Minnesota Statutes, Chapter 469.

WHEREAS, the CDA has statutory authority to lease, sell, transfer, and convey real property within Carver County, and to execute leases, deeds, conveyances, negotiable instruments, purchase agreements, and other contracts or instruments.

WHEREAS, John and Alberta Osmanski, (“**Osmanskis**”) are the sole record owners in fee simple of the real property located at 870 Arboretum Boulevard, Victoria, Carver County, Minnesota; identified by Tax Parcel Identification Number 65.0070500; and legally described in Exhibit A, attached hereto and incorporated herein (“**Property**”).

WHEREAS, the Property has approximately 0.58 acres and is improved with a single-family residence that has approximately 1,008 square foot above ground, two bedrooms, and an attached 2-car garage.

WHEREAS, Osmanskis wish to sell the Property to the CDA within the next month for the amount of Three-Hundred and Seventy-four Thousand Dollars and No Cents (\$374,000), an amount equal to the fair market value of the Property as determined by its appraised value as of May 14, 2024, (“**CDA Purchase Price**”).

WHEREAS, after acquiring the Property, the CDA wishes to lease the Property for a period of approximately two (2) to eight (8) years.

WHEREAS, the CDA’s purchase of the Property, and the CDA’s subsequent lease of the Property advance the CDA’s statutory purposes and interests.

WHEREAS, the Minnesota Department of Transportation (“**MnDOT**”) and Carver County wish to reconstruct Trunk Highway 5 (“**TH 5**”) near County State Aid Highway 13 (“**CSAH 13**”) in

Victoria, Minnesota starting in approximately 2025 (“**Project**”), provided the Project receives all necessary approvals and sufficient funding.

WHEREAS, MnDOT and Carver County have informal and unapproved plans for the Project, that include widening TH 5 at a location where TH 5 abuts the Property.

WHEREAS, MnDOT and Carver County recognize that the Project may need an undetermined type or types, and area or areas, of real property interests from the Property if the Project receives all necessary approvals and sufficient funding.

WHEREAS, Minnesota Statute § 373.01, Subd. 1(a)(2) permits Carver County to acquire real property for the use of Carver County.

WHEREAS, Carver County desires to purchase the Property in about two (2) years from the CDA, for an amount that equals the CDA Purchase Price (“**Carver County Purchase Price**”).

WHEREAS, the Parties now enter into this MOU to summarize current understandings of the Parties regarding the terms and conditions under which the CDA shall sell and transfer good and marketable title to and possession of the Property to Carver County, and the terms and conditions under which Carver County shall purchase and receive good and marketable title to and possession of the Property from the CDA. The Parties understand that any easement documents, conveyance documents, or purchase agreement that the Parties later execute for said conveyance shall be consistent with the terms and conditions of this MOU, and furthermore shall contain additional terms and conditions necessary to effectuate the conveyance of the Property from the CDA to Carver County.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties currently understand and agree that the obligations of the Parties related to the transfer of title to and possession of the Property from the CDA to Carver County to be as follows:

1. Recitals. - The recitals set forth above are true and correct, and hereby are made part of this Agreement in their entirety by reference, as if fully set forth herein.
2. Conditions Precedent to CDA’s Obligations under MOU
 - a. The CDA’s obligation to sell and convey the Property to Carver County is conditioned upon CDA’s governing body adopting a resolution which:
 - 1) Approves this MOU;
 - 2) Authorizes the CDA to purchase the Property from Osmanskis in the amount of the CDA Purchase Price;
 - 3) Authorizes the CDA to lease the Property for about two (2) to eight (8) years; and

- 4) Authorizes the CDA to convey the Property by Warranty Deed to Carver County for the amount of the Carver County Purchase Price.
 - b. CDA's obligation to sell, and transfer title to and possession of the Property to Carver County for the amount of Carver County's Purchase Price is conditioned upon the CDA purchasing- and acquiring marketable title to and possession of the Property from Osmanskis for the amount of the CDA's Purchase Price.
3. Conditions Precedent to Carver County's Obligations under MOU:
 - a. Carver County's obligation to purchase, and acquire good and marketable title to and possession of the Property from the CDA for the amount of Carver County's Purchase Price is conditioned upon Carver County's governing body adopting a resolution which:
 - 1) Approves this MOU; and
 - 2) Authorizes Carver County to purchase the Property from the CDA for the amount of Carver County's Purchase Price.
 - b. Carver County shall not be obligated to purchase, or acquire good and marketable title to and possession of the Property, if the Property is damaged or destroyed by fire, casualty, any natural disaster, or by any other cause to such an extent that the single family residence becomes uninhabitable, unless the CDA remedies said damage at its sole expense to the full and reasonable satisfaction of Carver County, and without causing an any unreasonable delay or expense to the Project.

4. Obligations of CDA

Provided all of the Conditions Precedent in Sections of 2 and 3 of this MOU are fully satisfied, then:

- a. The CDA shall be solely responsible for maintaining the Property in a state of reasonable repair, from the date that the CDA acquires good and marketable title to and possession of the Property until the CDA conveys good and marketable title to and possession of the Property to Carver County.
- b. The CDA shall permit Carver County, its officers, employees, agents, contractors, and subcontractors to enter the Property for the purposes of investigating, monitoring, surveying, boring, or any other similar activity that Carver County deems reasonably necessary for the Project, or to identify the existence and extent of a release of a hazardous substance,

pollutant, or contaminant that Carver County has reason to believe is present on the Property.

- c. While abiding by applicable federal, state and local law, the CDA shall ensure that no person, individual, family, or household member or lessee occupies or is in possession of the Property as a renter of CDA (“**Lessee**”), on any date that would entitle the Lessee to receive any protections and/or assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601, et. seq., and any other applicable federal or state law (“**Relocation Benefits**”), due to the Project. If any Lessee seeks and is determined by MnDOT or Carver County to be eligible for any Relocation Benefits due to the Project, then the CDA shall reimburse Carver County for the full amount the costs of said Relocation Benefits within ninety (90) days of Carver County making a request for payment of Relocation Benefits. The CDA shall sell and convey by Warranty Deed-and shall transfer good and marketable title of record to, subject to the title exceptions in Section 4(f) below (“**Title Exceptions**”) and shall deliver possession of the Property to Carver County at a time (“**Closing Date**”) and location that is mutually agreeable to the Parties.
- d. The CDA shall not be entitled to any damages, including for any and all claims which the CDA could assert related to Carver County’s purchase of, or any manner in which Carver County may use, encumber, retain or convey any portion the Property, including, but not limited to real estate, fixtures, improvements, severance, construction-related interference, demolition and related expenses, relocation, reestablishment, litigation expenses, appraisal fees, expert fees, interest, and attorney fees. Furthermore, every Owner shall be required by the CDA to waive in writing any and all claims against Carver County related to the Property.
- e. The Title Exceptions shall include building and zoning laws, ordinances, state and federal regulations.
- f. The CDA shall retain title to and possession of the Property until the Possession Date that Carver County identifies in the Notice of Intent to Purchase pursuant to Section 5(b) below, and the CDA agrees that said Possession Date may occur anytime up to ten (10) years after the date that the CDA acquires title and possession of the Property less the required three hundred- and sixty-day (360) notice term therein. Upon Carver County’s Notice of Intent to Purchase, the CDA shall take all necessary steps to ensure that the Property is vacant upon Carver County’s Possession Date.

- g. The CDA shall sell the Property to Carver County for the amount of the Carver County Purchase Price (\$374,000), regardless of when the Closing Date occurs, unless the Parties agree otherwise in writing.
- h. The CDA shall not allow or cause any liens or encumbrances, of any kind whatsoever, to be placed against the Property, or otherwise sell, transfer, encumber quitclaim or otherwise assign or allow any real property interests in the Property without the prior written consent of Carver County.

5. Obligations of Carver County

Provided all of the Conditions Precedent in Sections of 2 and 3 of this MOU are fully satisfied, then:

- a. Carver County shall not have any maintenance obligations related to the Property, unless and until Carver County acquires title to and possession of the Property.
- b. When Carver County decides the date upon which Carver County desires to acquire good and marketable title to and possession of the Property by purchasing the Property from the CDA according to the terms of this MOU (“**Possession Date**”), then at least three hundred and sixty (360) days prior to the Possession Date, Carver County shall notify the CDA in writing of its intent to purchase and acquire marketable title to and possession of the Property- on the Possession Date (“**Notice of Intent to Purchase**”).
- c. Carver County shall complete the transaction on the Closing Date, unless the Parties agree otherwise in writing.

6. Closing Date

In no event shall the Closing Date occur more than eight (8) years after the date that the CDA acquires title and possession of the Property, or later than the Possession Date as defined in Section 5(b) above, unless the Parties agree otherwise in writing.

7. Effective Date

This MOU shall become effective on the date that the last of the Parties signs and dates this MOU and shall remain effective for a period of eight (8) years, after which this MOU shall expire by its terms.

8. Indemnification

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the other, its officers and employees may hereafter

sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Chap. 466 and/or other applicable law.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

**CARVER COUNTY
COMMUNITY DEVELOPMENT AGENCY**

By: _____
Julie Frick

Executive Director

By: _____
Sign

Print Name and Position

COUNTY OF CARVER

By: _____
Gayle Degler, Board of Commissioners
Its Chair

By: _____
Dave Hemze
Its County Administrator

EXHIBIT A

(Legal Description of Property)

P/O NW1/4 SW1/4 DESC AS: W 125' OF E 924' LYING S OF N 1149.08' DESC IN DOC
#98991 SECTION 07 TOWNSHIP 116 RANGE 023



Carver County GIS

This map was created using Carver County's Geographic Information Systems (GIS), it is a compilation of information and data from various City, County, State, and Federal offices. This map is not a surveyed or legally recorded map and is intended to be used as a reference. Carver County is not responsible for any inaccuracies contained herein.

Map Date: 7/15/2022







CARVER COUNTY
COMMUNITY
DEVELOPMENT
AGENCY

Board Item 6E

Board training to be completed by July board meeting:

MCIT (MN Counties Intergovernmental Trust) training “Ethics and Public Purpose Doctrine for Public Entities”

<https://www.mcit.org/blog/resource/ethics-and-public-purpose-doctrine-for-public-entities/>

Once training is completed, please sign and return the “training certification” template form to Ellie Logelin



CARVER COUNTY
COMMUNITY
DEVELOPMENT
AGENCY

Date:

Training:

Training Provided by:

Employee or Board Member Name:

I, _____, certify that I completed the training, _____, on the following date _____.

Employee Signature