



CARVER COUNTY
COMMUNITY
DEVELOPMENT
AGENCY

Board of Commissioners Packet

May 16, 2024

5:00 p.m. - Regular Meeting

CDA Office, 705 N. Walnut Street, Chaska





**CARVER COUNTY CDA
BOARD OF COMMISSIONERS**

Agenda - Revised

Meeting Date: May 16, 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. Nomination and Election of Board Chair

4. Oath of Office

5. Approval of Agenda and Meeting Minutes

A. Approval of Meeting Minutes – March 21, 2024, Regular Meeting

6. 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 April 2024 Dashboard

B. Approval of May 2024 Dashboard

C. Approval of Write-Off of Past Tenant Balances for March 2024

D. Approval of Write-Off of Past Tenant Balances for April 2024

E. Approval of Record of Disbursements – March 2024

F. Approval of Record of Disbursements – April 2024

G. Approval of the Waconia Patriot as the Official Newspaper for the CDA for 2024

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

I. Approval of Corporate Resolution to Borrow/Grant Collateral-Carver Place Apartment

J. Approval of Delegation of Approving Official Responsibilities

7. Regular Agenda

A. Approval of the 2023 Audit

B. Approval of Contract for Chaska Yards

C. Approval of Procurement for Rural Development

D. Acceptance of Resignation of Executive Director

E. Succession Planning for Executive Director Position

8. Information

A. John Fahey, Carver County Commissioner

B. Nick, Koktavy, Assistant County Administrator Carver County

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

June 20, 2024, at 5:00 pm

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



Board of Commissioners

Meeting Minutes

Meeting Date: March 21, 2024

5:00 pm

CDA Boardroom, Chaska, MN

Board Chair Carlson called the meeting to order at 5:00 p.m.

COMMISSIONER ROLL CALL:

		Present	Absent
Chair	Sarah Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Chair	Greg Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Secretary/Treasurer	Adam Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner	Troy Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner	Jay Rohe	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CDA Staff in attendance:

Executive Director	Julie Frick
Deputy Director	Allison Streich
Director, Finance	Karen Reed
Director, Economic Development	Chuck Swanson
Office Administrator	Ellie Logelin
Human Resources	Janette Meyer
Maintenance Manager	Chris Rotell

Others in attendance:

John Fahey, Carver County Commissioner
 Nick Koktavy, Assistant Carver County Administrator

AUDIENCE

No audience members addressed the board.

APPROVAL OF AGENDA AND MEETING MINUTES

24-14 Approval of Agenda and Meeting Minutes

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the agenda for the March 21, 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 February 15, 2024, Regular meeting be approved with corrections to the spelling of Commissioner Jay Rohe’s name.

Motion: Rohe

Second: Anderson

Ayes: 5

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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

24-15 Approval of the March 2024 Dashboard

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

24-16 Approval of Write-Off of Past Tenant Balances for February 2024

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

24-17 Approval of Record of Disbursements – February 2024

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

24-18 Approval of the Creation of a Limited Partnership and Limited Liability Company General Partner- Carver Oaks

WHEREAS, the CDA is authorized under Minnesota Statutes, Section 469.012, Subd. 2j, to become a partner in a limited partnership and a member in a limited liability company for the purpose of developing, constructing, rehabilitating, managing, supporting, or preserving housing projects and housing development projects, including low-income housing tax credit projects; and

WHEREAS, limited partnerships, limited liability companies and other entities created by the CDA pursuant to Section 469.012, Subd. 2j, are subject to the provisions of Minnesota laws applicable to housing and redevelopment authorities as if they were housing and redevelopment authorities; and

WHEREAS, the CDA, as sponsor, previously submitted a funding application to the Minnesota Housing Finance Agency to develop a low-income housing tax credit project to be known as Carver Oaks Senior Residence Apartments Project (the "Project"), and, in December 2023, the Minnesota Housing Finance Agency selected the Project for an allocation of tax-exempt bonds and related "4%" low-income housing tax credits in the approximate annual amount of \$557,094 (the "Tax Credits"); and

WHEREAS, the Minnesota Housing Finance Agency requires the Project owner to be a duly formed and validly existing limited partnership or limited liability company as a condition to, among other things, entering into the agreement reserving the Tax Credits for the Project; and

WHEREAS, any institutional tax credit investor will require the general partner of the Project Owner to be a single purpose entity as a condition to being admitted as a limited partner in the Project Owner and as a condition to investing capital in the Project Owner; and

WHEREAS, it is in the best interest of the CDA to form a limited partnership pursuant to Minnesota Statutes, including, without limitation, Section 469.012, Subd. 2j, to serve as the owner of the Project (the "Project Owner") that will develop, construct, operate and own the Project; and

WHEREAS, it is in the best interest of the CDA to form a single purpose limited liability company to serve as the general partner of the Project Owner (the "General Partner") pursuant to Minnesota Statutes, including, without limitation, Section 469.012, Subd. 2j; and

WHEREAS, sole member of the General Partner will be the CDA, and, until an institutional tax credit investor is admitted as a limited partner of the Project Owner, the sole limited partner of the Project Owner also will be the CDA.

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

1. There is hereby authorized the formation of a limited partnership to serve as the Project Owner pursuant to Minnesota Statutes, Section 469.012, Subd. 2j and Chapter 321 for the purpose of, among other things, reserving the Tax Credits for the Project in order to develop, construct, operate and own the Project.
2. There is hereby authorized the formation of a limited liability company pursuant to Minnesota Statutes, Section 469.012, Subd. 2j and Chapter 322C for the purpose of creating a single purpose entity to serve as the General Partner of the Project Owner.
3. All actions taken by staff of and counsel to the CDA to create the Project Owner and the General Partner in accordance with the laws of the State of Minnesota are hereby ratified and confirmed;
4. The Executive Director is authorized and directed to execute and deliver on behalf of the CDA any and all documents necessary or convenient to transfer the CDA's interests in the Project to the Project Owner. The Executive Director is authorized and directed to take such actions and execute such documents as may be necessary or convenient in connection with the establishment, and the acquisition by the CDA, of the sole membership interest in the General Partner and of a limited partnership interest in the Project Owner, including, without limitation, causing the CDA to make initial capital contributions to such entities in the approximate aggregate amount of \$200;
5. The Certificate of Limited Partnership of the Project Owner, which is to be filed with the Minnesota Secretary of State, is adopted and approved; and when and as received from the Minnesota Secretary of State, the original Certificate of Limited Partnership and the Certificate of Formation for the Project Owner shall be inserted in the Project Owner's minute book and made a permanent part of its records;
6. The form of Agreement of Limited Partnership on file with the CDA as of the date hereof is adopted and approved as the initial partnership agreement of the Project Owner; the Executive Director of the CDA is directed to execute the Agreement of Limited Partnership on behalf of the General Partner in her capacity as Chief Manager and President of the General Partner, and the Executive Director of the CDA is directed to execute the Agreement of Limited Partnership on behalf of the CDA as the initial limited partner in her capacity as the Executive Director of the CDA; and the original of the Agreement of Limited Partnership shall be inserted in the Project Owner's minute book and made a permanent part of its records;
7. The Articles of Organization of the General Partner, which are to be filed with the Minnesota Secretary of State, are adopted and approved; and when and as received from the Minnesota Secretary of State, the original Articles of Organization and the Certificate of Organization for the General Partner shall be inserted in the General Partner's minute book and made a permanent part of its records;
8. The form of Operating Agreement on file with the CDA as of the date hereof is adopted and approved as the Operating Agreement of the General Partner; the Executive Director of the CDA is directed to execute the Operating Agreement on behalf of the CDA as sole member of the General Partner in her capacity as the Executive Director of the CDA; and the original of the Operating Agreement shall be inserted in the General Partner's minute book and made a permanent part of its records;
9. The CDA, as the sole member of the General Partner, is authorized to pay, or cause to be paid, all charges and expenses arising out of the organization of the General Partner and/or the Project Owner, and to reimburse any persons who have made any disbursements therefore, consistent with the policies and procedures of the CDA.

10. The initial fiscal year of the Project Owner and the General Partner shall end December 31, 2024; thereafter the Project Owner and General Partner’s fiscal year shall begin the first day of January and shall end on the last day of December; provided, however, the Project Owner’s fiscal year may change at a later date depending on the requirements of the institutional tax credit investor;

11. The CDA’s Executive Director or her designee is authorized to open an account or accounts in the name of the General Partner and the Partnership with Old National Bank, which is hereby designated as the General Partner’s and the Partnership’s depository, and to execute such documents or certificates necessary or convenient in order to open such accounts; and that each of the persons named in the master certificate of authority for the CDA and its subsidiaries are authorized and empowered to sign checks and other orders for withdrawals of funds and to take such other actions as are in accordance with such certificate;

12. The Project Owner shall be managed by the General Partner, and the General Partner shall be managed by the CDA, its sole member, rather than by a Board of Governors.

13. As long as the sole member of the General Partner is the CDA and the General Partner is the General Partner of the Project Owner, the Project Owner and the General Partner are and shall be subject to the provisions of Minnesota Statutes, Sections 469.001 to 469.047, and other laws that apply to housing and redevelopment authorities, as if the Project Owner and the General Partner were a housing and redevelopment authority, in accordance with Minnesota Statutes, Section 469.102, Subd. 2j.

Motion: Williams

Second: Anderson

	Ayes: 5	Nays: 0	Absent: 0	Abstain: 0	
		Yes	No	Absent	Abstain
Carlson		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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

24-19 Approval of Procurement for Brickyard Apartments.

Allison Streich presented.

WHEREAS, the Carver County Community Development Agency (herein called the CDA) will be accepting a Best Value bid for the exterior and block work project at Brickyard Apartments;

WHEREAS, funds are available from the surplus, replacement reserve, retail revenue and operating accounts for the property.

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 an amount not to exceed \$950,000

Motion: Anderson

Second: Teske

Ayes: 5	Nays: 0	Absent: 0	Abstain: 0
---------	---------	-----------	------------

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

24-20 Approval of 2024 Community Growth Partnership Initiative RFP Applications

Chuck Swanson presented.

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 Initiative program has an approved budget of available grant funds of \$415,000 for the fiscal year ending December 31, 2024; and

WHEREAS, Carver County cities and townships can apply up to \$100,000 per community development project (through one or a combination of projects per local government) and up to \$10,000 per pre-development grant (one per local government);

WHEREAS, the CDA received four pre-developments grants and four community development applications from Carver County cities or townships on March 4th, 2024, for a total request of \$441,300; and

WHEREAS, the applications were scored by five scorers based upon the threshold and competitive criteria; and

WHEREAS, the results of the scores and analysis of CDA staff recommends four pre-development grants and three community development grants; and

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

That the following projects be awarded upon the grantees meeting program guidelines, and entering into grant agreements with the CDA, in form and content acceptable to the Executive Director of the CDA; and

APPLICANT	PROJECT	GRANT SOURCE	FUNDING AMOUNT
Victoria	Downtown TIF Analysis	Pre-Development	\$10,000
Norwood Young America	Urban Streetscape	Pre-Development	\$7,500
Chaska	Zoning Audit	Pre-Development	\$10,000
Watertown	Spring Mill Apartments	Pre-Development	\$10,000
Chanhasen	Cinema & Hotel Redevelopment	Community Development	\$100,000
Cologne	Historic Cooperative Rehab	Community Development	\$100,000
Norwood Young America	Tacoma West Industrial Park	Community Development	\$100,000

Motion: Teske

Second: Rohe

Ayes: 5

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

24-21 Acceptance of Resignation of Executive Director

Tabled until further notice.

Motion: Rohe

Second: Williams

Ayes: 5

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

24-22 Approval of Abdo Salary Study

Tabled until further notice.

Motion: Anderson

Second: Teske

Ayes: 5

Nays: 0

Absent: 0

Abstain: 0

	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>

INFORMATION

Fair Housing Training - The Deputy Director, Allison Streich, informed the Board that the annual Fair Housing Training is scheduled for April 24th, 2024, from 1:00-2:30pm. The training is required for all staff and board so if you are unable to attend, please let Carver County CDA know so an alternate training can be completed.

Carver County Commissioner Fahey provided an update.

- At the last County Board meeting, the Sheriff’s Office and 911 Dispatch were recognized.
- Informed the Board that he has been spending time at the Capital. The Missing Middle House Bill has been getting attention lately along with potential playground equipment for Baylor Park.

Carver County Assistant County Administrator Kuktavy provided an update.

- Informed the Board that Diane W. at Carver County is retiring May 31st, 2024.
- The Fiber Optic Initiative continues to progress with phase I being substantially complete.

Various Board members expressed their gratitude toward CCCDA Staff for a property tour that was held on March 18th, 2024.

The Director of Human Resources and Operations, Janette Meyer, provided an update on hiring and new staff.

The Director of Community and Economic Development, Chuck Swanson, provided an update on the Ernst/Chaska Yards project.

ADJOURNMENT

24-23 Adjournment

BE IT RESOLVED that the Carver County Community Development Agency Board of Commissioners hereby adjourns until Thursday, April 18, 2024.

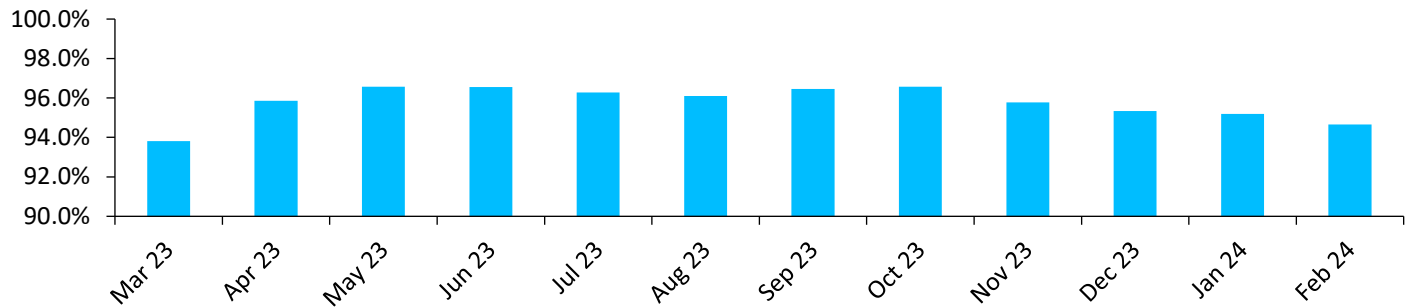
Motion: Rohe

Second: Anderson

	Ayes: 5	Nays: 0	Absent: 0	Abstain: 0
	Yes	No	Absent	Abstain
Carlson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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 5:45 p.m.

HOUSING UPDATES



2024 Capital Improvements in Process

Property	Improvement Project	Status and Tentative Schedule
Brickyard	<ol style="list-style-type: none"> 1. Brick and Concrete repairs around entire building. 2. Hallway Lighting Replacement 	<ol style="list-style-type: none"> 1. Approved, waiting to sign contracts to begin work in May. 2. This will be an in-house project. Project to be completed by April 2024.
Hilltop/Mayer	<ol style="list-style-type: none"> 1. Property Transition and Rehab 1. Common Area Painting & Flooring Replacement. 2. Gutter Project & Attic Insulation 3. Parking lot Repairs 	<ol style="list-style-type: none"> 1. Unit rehabs are done. 2. Hilltop common area painting is done, Mayer to start the 3rd week in April. Waiting for flooring contract to come back, anticipating a start date in May 2024. 3. Waiting for additional bids to be submitted. 4. RFP for Hilltop and Mayer posted on 4/9.
Lake Grace	<ol style="list-style-type: none"> 4. Parking Lot Repairs 	<ol style="list-style-type: none"> 5. Project being pushed to 2024.

Staffing News:

- We’ve filled both open Property Manager Positions and the open Maintenance Technician Position.
 - Lisa Gabaldon will manage Brickyard and Centennial Hills and she started 4/8.
 - Vince Daleiden will manage Scattered Sites and he started on 4/15.
 - Todd Heitz will be responsible for maintenance at Windstone Townhomes, and he started 4/8.
- Anne Marie Stolp is retiring from the agency. She is currently the Property Manager for Crossings and Oak Grove but has managed and filled in at several sites throughout her time with the agency. Her last day is 5/3. She has been with the agency since 2008 and has truly been an asset. Ryker Andersen, who currently manages our Rural Development Properties will oversee her sites.
- We have the following two vacant positions to fill: Housing Quality Specialist and Assistant Director of Property Management.

Department News:

- Maintenance IQ went live on 4/9. This application will allow us to optimize and streamline maintenance property performance.

Miscellaneous News:

- Congratulations to the following for passing their Certified Residential Maintenance Technician (CRMT) and Certified Residential Manager (CRM) Exams!
 - Tracy Sauer, Property Manager for Waybury-CRM
 - Ryker Andersen, Property Manager for Rural Development-CRM
 - Jessica Bloomquist, Maintenance Technician for Brickyard and Centennial Hills-CRMT
 - Terry Hintz, Maintenance Technician for Lake Grace and Bluff Creek-CRMT
 - Ryan Hoffman, Maintenance Technician for Trail’s Edge and Spruce, CRMT

SPECIAL PROGRAMS			
Program	Grant Term	# Units Under Contract	% Under Contract
Bridges	7/1/23-6/30/25	13	93%
Bridges RTC	7/1/23-6/30/25	2	100%
Housing Trust Fund	10/1/23-9/30/25	15	94%
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

2024 YTD:

# of appointments	# of residents/clients	Mobile food shelf participants	Energy Assistance Program Application assistance
2	3	42	1

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				
		March 2024 YTD Actual	March 2024 YTD Budget	Variance
CDA	Revenue	4,049,972	4,066,264	-16,292
	Expenses	2,608,010	3,099,260	491,250
	Cash Balance	8,163,985		

		March 2024 YTD Actual	March 2024 YTD Budget	Variance
Properties	Revenue	2,126,544	2,084,977	41,567
	Expenses	1,281,842	1,443,567	161,725
	Cash Balance	3,110,042		

Revenue Recapture collected through March

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

Property:	Written off:	Collected:	Notes:
Lake Grace			
Carver Homes	\$17,087	\$11,656	
Bluff Creek	\$3,379		
Oak Grove			
Hilltop	\$ 373		
Trails	\$ 1,486		
Crossings	\$ 5,196		
Waybury	\$ 21	\$345	
Windstone	\$ 1,009	\$3,968	
Total:	\$28,551	\$15,969	

Other Finance updates

Consolidated YTD revenues for the CDA through March were \$4,049,972 and expenses were \$2,608,010. **Net Operating Income was \$1,441,962, 49% over budget.** YTD Revenues for the properties were \$2,126,544 and expenses were \$1,281,842. **Net Operating Income was \$844,702, 32% over budget.**

COMMUNITY & ECONOMIC DEVELOPMENT

COMMUNITY LAND TRUST (CCCLT)

Total Units	42
Total resales YTD	0
# of families helped	74
Waiting list	8
Acquisition this month	0

Notes:

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

Chaska Yards (Ernst/Ess Project)

Working on contract with primary contractor to finalize contract, hopeful complete by 4/19/24

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	Not received yet	
# of Financing Events	0	2	1		
Total Financing/Investment	0	\$375,000	\$275,000		
New Business Starts	0	0	0		
Business Expansions	0	2	0		
New FT Jobs	0	2	2		
New PT Jobs	0	3	1		

MINNESOTA CITIES PARTICIPATION PROGRAM (MCP) –

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

	# Committed loans	Total \$	% of allocated funds
First Mortgage Loans	2	\$411,770	21%
Additional Start-up loans	1	\$266,585	N/A
Step up loans	5	\$1,769,333	N/A
Down payment assistance		\$128,000	N/A
TOTALS	8	\$2,447,688	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 Analyss	\$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	14	0	62

ECONOMIC DEVELOPMENT (social media)

FACEBOOK choosecarvercounty

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

- Note: Q4 2023 utilized first Facebook ad promoting new website therefore significantly increasing Facebook reach

CHOOSECARVERCOUNTY.COM

	Q2 2023 VCC	Q3 2023 VCC	Q4 2023 CCC	Q1 2024 CCC	Totals
Page Views	941	1,200	2,467	Info not ready	
Average Engagement	57s	51s			
Top 3 Pages	Home, Events, Things to Do	Events, Home, Things to Do	Home, Events, Work Here		

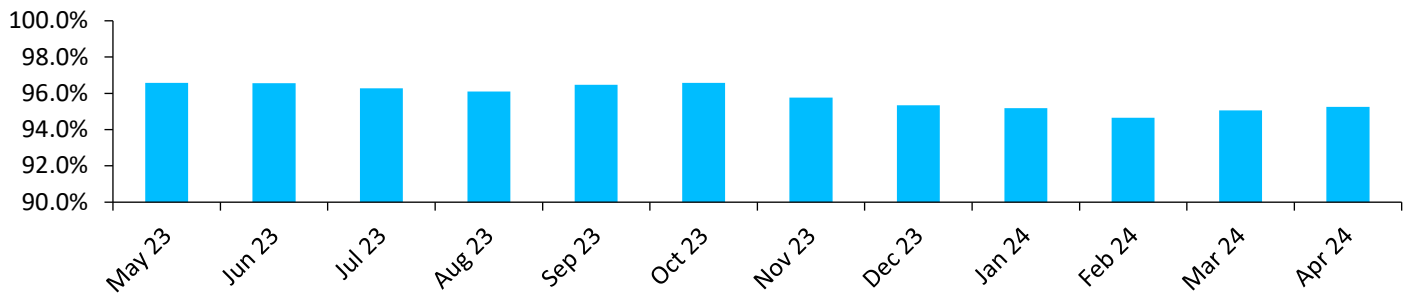
CHOOSECARVERCOUNTY.COM OFFICIALLY WENT LIVE OCTOBER 2ND, 2023!

ADMINISTRATIVE/OTHER ITEMS OF INTEREST

The new CDA website launched on March 28.



HOUSING UPDATES



2024 Capital Improvements in Process

Property	Improvement Project	Status and Tentative Schedule
Brickyard	<ol style="list-style-type: none"> Brick and Concrete repairs around entire building. Hallway Lighting Replacement 	<ol style="list-style-type: none"> Approved, contracts signed. Project to start late May or early June. Completed.
Hilltop/Mayer	<ol style="list-style-type: none"> Property Transition and Rehab Common Area Painting & Flooring Replacement. Gutter Project & Attic Insulation Parking lot Repairs 	<ol style="list-style-type: none"> Unit rehabs are done. Common Area painting for both Hilltop and Mayer is done. Contracts signed for Flooring work and is scheduled to start the 2nd full week of May. Bids received, selecting vendor in progress. Bids completed, in the process of scoring.
All CDA	Currently working on Capital Improvement Projects for 2024.	More Information to come as projects are decided and work is started.

Staffing News:

- We have the following vacant positions to fill: Housing Quality Specialist (1), Property Manager (2), Maintenance Technician (1), and Assistant Director of Property Management (1).

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	94%
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

		April 2024 YTD Actual	April 2024 YTD Budget	Variance
CDA	Revenue	5,412,752	5,427,704	-14952
	Expenses	3,461,581	4,157,374	695,793
	Cash Balance	7,628,207		

		April 2024 YTD Actual	April 2024 YTD Budget	Variance
Properties	Revenue	2,862,170	2,785,376	76,794
	Expenses	1,683,298	1,949,032	265,734
	Cash Balance	3,084,588		

Revenue Recapture collected through April

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

Property:	Written off:	Collected:	Notes:
Lake Grace		\$ 605	
Carver Homes	\$17,087	\$18,281	
Bluff Creek	\$3,379		
Oak Grove			
Hilltop	\$ 373		
Trails	\$ 1,486		
Crossings	\$ 5,196		
Waybury	\$ 21	\$345	
Windstone	\$ 1,009	\$4,606	
Total:	\$28,551	\$23,837	

Other Finance updates

Consolidated YTD revenues for the CDA through April were \$5,412,752 and expenses were \$3,461,581. **Net Operating Income was \$1,951,171, 54% over budget.** YTD Revenues for the properties were \$2,862,170 and expenses were \$1,683,298. **Net Operating Income was \$1,178,872, 41% 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 April 2024

	# Committed loans	Total \$	% of allocated funds
First Mortgage Loans	2	\$411,770	21%
Additional Start-up loans	1	\$266,585	N/A
Step up loans	7	\$2,615,433	N/A
Down payment assistance		\$159,000	N/A
TOTALS	10	\$3,293,788	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



Board of Commissioners

Request for Board Action

Meeting Date: May 16, 2024

Agenda number: 6C

DEPARTMENT: Housing

FILE TYPE: Regular Consent

TITLE: Approval of Write-Off of Past Tenant Balances for March 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 March 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
ph					
Resident 1					
	327SS404	Past	DAMAGE	\$159.16	\$419.84
Total For Resident 1				\$159.16	\$419.84
trails					
Resident 2					
	319	Past	DAMAGE	\$963.71	\$533.80
Total For Resident 2				\$963.71	\$533.80
trails					
Resident 3					
	106	Past	DAMAGE	\$420.71	\$550.29
Total For Resident 3				\$420.71	\$550.29
Total				\$1,543.58	\$1,503.93



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024,

Agenda number: 6D

DEPARTMENT: Housing

FILE TYPE: Regular Consent

TITLE: Approval of Write-Off of Past Tenant Balances for April 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 April 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
lakegrc					
Resident 1					
	A07	Past	DAMAGE	\$1,537.02	\$178.70
			CLEAN	\$146.30	
Total For Resident 1				\$1,683.32	\$178.70
Resident 2					
	C11	Past	DAMAGE	\$3,415.90	\$13.12
Total For Resident 2				\$3,415.90	\$13.12
ph					
Resident 3					
	327SS404	Past	DAMAGE	\$159.16	\$419.84
Total For Resident 3				\$159.16	\$419.84
Resident 4					
	327SS410	Past	DAMAGE	\$167.66	\$518.34
			CLEAN	\$304.00	
Total For Resident 4				\$471.66	\$518.34
Resident 5					
	325SS304	Past	DAMAGE	\$1,669.07	\$509.98
			CLEAN	\$125.00	
Total For Resident 5				\$1,794.07	\$509.98
Resident 6					
	119WEST3	Past	DAMAGE	\$3,869.48	\$281.33
			CLEAN	\$125.00	
Total For Resident 6				\$3,994.48	\$281.33
Resident 7					
	319	Past	DAMAGE	\$963.71	\$533.80
Total For Resident 7				\$963.71	\$533.80
Resident 8					

	106	Past	DAMAGE	\$420.71	\$550.29
Total For Resident 8				\$420.71	\$550.29
Total				\$12,903.01	\$3,005.40



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024

Agenda number: 6E

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE: Approval of Record of Disbursements - March 2024

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

SUMMARY: In March 2024, the Carver County Community Development Agency (CDA) had \$622,228.16 in disbursements and \$161,779.54 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 March 2024 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursements - March 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 March 2024**

	Date	Amount	Total
Carver Homes	03/01/24	\$3,666.38	
	03/08/24	\$6,669.61	
	03/15/24	\$10,960.65	
	03/22/24	\$17,972.71	
		<hr/>	\$39,269.35
CDA	03/01/24	\$77,530.74	(1)
	03/08/24	\$45,336.83	
	03/15/24	\$50,301.79	
	03/22/24	\$62,367.37	(2)
		<hr/>	\$235,536.73
Properties	03/01/24	\$80,821.86	(3)
	03/08/24	\$63,751.31	
	03/15/24	\$54,577.18	
	03/22/24	\$148,271.73	(4)
		<hr/>	\$347,422.08
Total March 2024 Disbursements			<u><u>\$622,228.16</u></u>
March 2024 Payroll			
	03/13/24	\$81,811.04	
	03/27/24	\$79,968.50	
		<hr/>	<u><u>\$161,779.54</u></u>

Disbursement detail is available in the Finance Office

- (1) HART - pension funds - \$17,500
- (2) HART - pension funds - \$17,700
- (3) Pacific Life - Trail's Edge debt service - \$30,000
US Bank - \$34,000 debt service - Waybury
- (4) Interfund clearing - \$56,000
Bed Bug Guys - \$16,000 - Waybury



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024

Agenda number: 6F

DEPARTMENT: Finance

FILE TYPE: Regular - Consent

TITLE: Approval of Record of Disbursements - April, 2024

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

SUMMARY: In April 2024, the Carver County Community Development Agency (CDA) had \$1,500,349.59 in disbursements and \$161,143.85 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 April, 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 April 2024 Record of Disbursements is approved as written.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

Attachment A: Record of Disbursements - March 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 April 2024**

	Date	Amount	Total
Carver Homes	04/03/24	\$4,678.17	
	04/10/24	\$16,048.02	
	04/17/24	\$4,919.98	
	04/26/24	\$26,728.20	
		<hr/>	\$52,374.37
CDA	04/03/24	\$112,408.45 (1)	
	04/10/24	\$89,604.78	
	04/17/24	\$530,411.52 (2)	
	04/26/24	\$78,856.67	
		<hr/>	\$811,281.42
Properties	04/03/24	\$48,523.54	
	04/10/24	\$130,265.57 (3)	
	04/17/24	\$409,147.17 (4)	
	04/26/24	\$48,757.52	
		<hr/>	\$636,693.80
Total April 2024 Disbursements			<u>\$1,500,349.59</u>
April 2024 Payroll	04/10/24	\$78,253.71	
	04/24/24	\$82,890.14	
		<hr/>	<u>\$161,143.85</u>

Disbursement detail is available in the Finance Office

- (1) **Kaas Wilson - Architect - Carver Place - \$14,000
HART - pension funds - \$17,600**
- (2) **State Farm - property insurance - \$302,400
Abdo -progress billing - audit - \$30,000
Project One Construction - progress billing - Hilltop/Mayer rehab - \$118,000**
- (3) **Electric Fire & Security - \$15,000 - fire panel upgrade - Centennial Hill**
- (4) **Pacific Life - Trail's Edge debt service - \$30,000
US Bank - \$34,000 debt service - Waybury
Interfund clearing - \$168,000
TES developer's fees - \$184,000**



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024

Agenda number: 6G

DEPARTMENT: Administration

FILE TYPE: Consent Agenda

TITLE: Resolution Approving the CDA Official Newspaper

PURPOSE/ ACTION REQUESTED: Approve the Waconia Patriot as the new official newspaper for the CDA.

SUMMARY: The Chaska Herald is currently the CDA's official newspaper. The Chaska Herald printed their final edition on Thursday, April 24, 2024. Therefore, the CDA needs to approve a new official newspaper.

RECOMMENDATION: Approval of the Waconia Patriot as the CDA's 2024 official newspaper.

EXPLANATION OF FISCAL/ FTE IMPACTS:

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

RESOLUTION:

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.

PREVIOUS BOARD ACTION

N/A

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



Board of Commissioners

Request for Board Action

6HMeeting date: May 16, 2024

Agenda number: H

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.

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

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 \$5,873,000.00 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.

The remainder of this page has been left intentionally blank.

Adopted this 16th of May, 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: May 16, 2024

Agenda number: 6I

DEPARTMENT: Property Management

FILE TYPE: Agenda-Consent

TITLE: Approval of Corporate Resolution to Borrow/Grant Collateral-Carver Place Apartment

PURPOSE/ ACTION REQUESTED: Approval to Borrow/Grant Collateral

SUMMARY: As part of the development of Carver Place, the CDA has signed a Development Agreement (DA) with the City of Carver. The DA requires the Developer to furnish to the city a irrevocable letter of credit in the amount of \$90,000, which is 125% of the estimated cost of the Improvements that will become public. Additionally, MN Housing is requiring \$138,750 to be funded on the day of closing by letter of credit, an operating deficit reserve. Old National Bank will be providing both letters of credit as requested by the City of Carver and MN Housing in order to facilitate the closing of the Carver Place project.

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

N/A

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

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.

[The remainder of the page has been intentionally left blank]

Adopted this 16th of May, 2024

Chair

Attest:

Secretary

EXHIBIT A

Legal Description

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

(Torrens Property)

28896403v1



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024

Agenda number: 6J

DEPARTMENT: Administration

FILE TYPE: Agenda-Consent

TITLE: Approval of Deputy Director as Approving Official for LOCCs.

PURPOSE/ ACTION REQUESTED: Approve Deputy Director as Approving Official

SUMMARY: HUD requires the CDA to use their secure systems to draw down on funds for the agency's CoC Permanent Supportive Housing program. The program that is used for this is eLOCCs. The Approving Official is the person in the organization responsible for certifying staff that access eLOCCS to draw down funds. The Approving Official for the CDA is currently the Executive Director. In order to change the Approving Official to the Deputy Director, the Board must delegate the responsibility to the Deputy Director.

RECOMMENDATION: Approve the delegation of LOCCs responsibilities from the Executive Director to the Deputy Director

EXPLANATION OF FISCAL/ FTE IMPACTS:

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

RESOLUTION:

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

PREVIOUS BOARD ACTION

N/A

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



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024

Agenda number: 7A

DEPARTMENT: Finance

FILE TYPE: Regular Agenda

TITLE: Approval of the 2023 Audit

PURPOSE/ ACTION REQUESTED: Approve and accept the CDA 2023 audit

SUMMARY: Abdo completed the 2023 CDA audit and is attending the board meeting to present it.

RECOMMENDATION: Approval of the 2023 CDA audit.

EXPLANATION OF FISCAL/ FTE IMPACTS:

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

RESOLUTION:

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.

PREVIOUS BOARD ACTION

N/A

ATTACHMENTS

The 2023 CDA Annual Financial Report

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: Allison Streich, Deputy Director



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024

Agenda number: 7B

DEPARTMENT: Community Development

FILE TYPE: Regular Agenda

TITLE: Carver County Community Land Trust - Chaska Yards Redevelopment

PURPOSE/ ACTION REQUESTED: Approval of Contract with Lavoι Custom Homes and Remodeling LLC for the Chaska Yards Community Land Trust Project

SUMMARY: The CDA and City of Chaska have been working together since the summer of 2020 on redeveloping the Ernst house and adjacent vacant land. The City of Chaska Planning Commission and Heritage Preservation Commission have voted in favor of the latest project designs. In June 2023, the City of Chaska City Council approved the final plat for the project. The City and the CDA signed a Redevelopment Agreement. The final step is to approve and sign a contract with the General Contractor.

The CDA met with two General Contractors regarding the Chaska Yards project and is recommending Lavoι Custom Homes and Remodeling LLC for this project. Lavoι would be able to commence work on the Chaska Yards project in early June.

RECOMMENDATION: Approve the execution of a contract with Lavoι Custom Homes and Remodeling for the Chaska Yards project.

EXPLANATION OF FISCAL/ FTE IMPACTS:

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

RESOLUTION:

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.

PREVIOUS BOARD ACTION

Resolution 23-48 Approval of Redevelopment Agreement with the City of Chaska

ATTACHMENTS

AIA A101-2017

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 Property Management

Author: Allison Streich, Deputy Director

AIA Document A101. - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the ___ day of May in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Carver County Community Development Agency, a Minnesota nonprofit and
community development agency 705 Walnut Street North Chaska, MN 55318 Attn:
Allison Streich, Deputy Director
and the Contractor:

(Name, legal status, address and other information)

Lavoi Custom Homes and Remodeling L.L.C., a Minnesota limited liability
company 1163 Lakewood Circle NE Albertville, MN 55301
for the following Project:

(Name, location and detailed description)

Ernst House Project

217 Walnut Street North Chaska, MN 55318

The Architect:

(Name, legal status, address and other information)

MacDonald and Mack Architects

(the "Contract" or "Agreement") The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued by the Architect prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Undefined terms shall have the same meaning as set forth in the Conditions of the Contract

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

AIA Document A101 - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:22:28 ET on 04/22/2024 under Order No.3104241687 which expires on 09/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

Not later than () calendar days from the date of commencement of the Work.

By the following date: February 1, 2025

Notwithstanding any provision to the contrary in the Contract Documents, Substantial Completion shall be measured by the date the Contractor delivers a Certificate of Occupancy to the Owner.

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve "Final Completion" of the entire Work by June 1, 2025, which shall be subject to the Owner's sole discretion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Sixty-Six Thousand Eight Hundred Sixty-Two and No/100 Dollars (\$2,066,862.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Reserved.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Title Backsplash	\$6.00/SF
Appliances	\$5,000
Framed Mirrors	\$250
Plumbing Fixtures	\$3,500
Lighting	\$3,500
Landscape	\$1,000

§ 4.4 Reserved.

§ 4.5 Liquidated damages:

Owner and Contractor agree that time is of the essence in performance of the Work and each party's obligations under this Agreement and the Contract Documents. Contractor acknowledges and agrees that Owner will be irreparably harmed in the event Substantial Completion is not achieved by February 1, 2025 or in the event Final Completion is not achieved by June 1, 2025. Owner and Contractor agree that Contractor shall pay owner liquidated damages in the amount of three hundred and no/dollars (\$300.00) per day in the event the Substantial Completion and/or Final Completion are not achieved by the dates set forth above. This Section 4.5 shall not preclude the Owner from seeking additional relief and pursuing additional remedies. The Owner shall be entitled to all other remedies available to Owner as set forth in applicable law, including injunctive relief and entitlement to attorney's fees and costs expended in pursuing such remedies.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the month for the Work performed in the prior month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%)

§ 5.1.7.1.1 Reserved.

« »

§ 5.1.7.2 Reserved.

« »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon issuance of a Certificate of Occupancy and Substantial Completion of the Project, retainage shall be reduced to 150% of uncompleted work as agreed upon by Owner and Contractor.

« »

§ 5.1.8 Reserved.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 the Owner is satisfied in its sole discretion that Final Completion of the Project has been achieved.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than sixty (60) days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Reserved

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Owner will select a third party to serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other (Specify)



ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

AIA Document A101 - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:22:28 ET on 04/22/2024 under Order No.3104241687 which expires on 09/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Carver County Community Development Agency
705 Walnut Street North Chaska, MN 55318
Attn: Allison Streich, Deputy Director
Email: allisons@carvercda.org

With a copy to:

Kutak Rock LLP
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402
Attn: Tim Keane
Email: tim.keane@kutakrock.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Lavor Custom Homes and Remodeling L.L.C.,
1163 Lakewood Circle NE
Albertville, MN 55301
Attn:
Email:

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Independent Contractor. Contractor acknowledges that it is engaged as an independent contractor and is not an agent or employee of Owner. Contractor acknowledges that it has full control and supervision of the performance of the Work. Contractor represents and warrants that it is solely responsible for payment of all compensation and benefits to its employees, representatives, agents or others engaged by Contractor to perform the Work. Contractor acknowledges that it is solely responsible for any and all employment law compliance, workers' compensation, unemployment compensation, health, life and disability insurance, social security and income tax withholding, and

AIA Document A101 - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:22:28 ET on 04/22/2024 under Order No.3104241687 which expires on 09/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

6 (841960313)

all other federal, state and local withholding taxes or other taxes, withholdings and payments that may be required for or related to the relationships and compensation described in the previous sentence. This Agreement shall not be considered or construed to be a partnership or joint venture, and neither party shall not be liable for any obligations incurred by the other party unless specifically authorized in writing. Contractor shall not act as an agent of Owner, ostensibly or otherwise, nor bind Owner in any manner, unless specifically authorized to do so in writing.

§ 8.8 Entire Agreement. This Agreement, along with any Exhibits which may be attached hereto, supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

§ 8.9 Counterparts. This Agreement may be executed on any number of counterparts with the same effect as if the signatures were on the same instrument.

§ 8.10 Governing Law. This Agreement and all other Contract Documents shall be construed in accordance with the laws of the State of Minnesota.

§ 8.11 Beneficial Parties; Assignment; and Modification. This Agreement: (a) inures to the benefit of and is binding upon the parties and their respective successors and permitted assigns; (b) may not be assigned except that Owner may assign and delegate its rights and obligations under the Contracts Documents and this Agreement to any third-party; (c) contains the entire agreement of the parties and supersedes any earlier or contemporaneous understanding or agreement, whether orally or in writing; (d) may not be amended except by a writing signed by each of the parties; and (e) may not be modified or waived unless in writing, and signed by a duly authorized representative of each party.

§ 8.12 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable the provision in any other jurisdiction. To the maximum extent permitted by applicable law, the parties to this Agreement waive any provision of law that renders any provision of this agreement prohibited or unenforceable in any respect.

§ 8.13 Non-waiver. No failure or delay of the parties in exercising any power or right under this Agreement or any of the other Contract Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power.

§ 8.14 Business Relationship. Neither this Agreement, nor the Work nor the relationship between the parties constitutes a partnership, franchise or joint venture.

§ 8.15 Time is of the Essence. As to Contractor's performance hereunder, time is of the essence.

§ 8.16 Construction of Contract. This Agreement was negotiated pursuant to an arm's length transaction and is the product of joint drafting. Each party acknowledges that it has had sufficient opportunity to consult with attorneys regarding the terms of this Agreement before signing it. This Agreement shall not be construed against any party more strictly than against the other party.

§ 8.17 Attorney Fees. In the event of litigation, the prevailing party shall be entitled to recover the reasonable costs, expenses, and attorney's fees incurred by such for prosecuting or defending a claim under this Agreement or the Contract Documents.



ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1** This Agreement is comprised of the following documents:
- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
 - 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds

AIA Document A101 - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This draft was produced at 20:22:28 ET on 04/22/2024 under Order No.3104241687 which expires on 09/27/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Report, drawings, attachments, and exhibits contained in document titled "CHASKA YARDS AT THE HISTORIC ESS SITE – Ernst House Rehabilitation", prepared by Todd Grover, MacDonald & Mack Architects, Ltd., dated December 1, 2023
- .5 Documents titled "Chaska Yards / Concept Renderings", prepared by prepared by MacDonald & Mack Architects, Ltd., dated May 8, 202
- .6 Document titled "Chaska House Chaska, Minnesota" related to retaining wall construction prepared by Michael R. Johnson, P.E., Civil Design Professionals, dated September 10, 2015, and revised September 14, 2015
- .7 Soil Borings report, Soil Boring Location Sketch, and related documents, prepared by Haugo GeoTechnical Services, dated December 1, 2023, Project No. 23-0906
- .8 Drainage Plan and related documents, prepared by Alan Offerman, Stantec, dated March 4, 2022, Project No., including revisions dated October 17, 2022; December 2, 2022; and August 11, 2023

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Carver County CDA
 By: Allison Streich, Deputy Director
 (Printed name and title)

CONTRACTOR (Signature)

Lavo Custom Homes and Remodeling L.L.C.
 By: Nathan Lavo
 (Printed name and title)



Board of Commissioners

Request for Board Action

Meeting date: May 16, 2024

Agenda number: 5C

DEPARTMENT: Housing

FILE TYPE: Regular Agenda

TITLE: Procurement for Hilltop I, Hilltop II and Mayer Elderly

PURPOSE/ ACTION REQUESTED: Approval of Procurement for Rural Development

SUMMARY: The CDA purchased the rural development properties in 2021. As part of that purchase, the CDA needs to complete certain capital improvement items. Staff solicited bids through an RFP for the replacement of the concrete and asphalt. The project received two bids that complied with the RFP. Those contractors were scored based on six factors outlined in the bid documents.

Bituminous Roadways is being recommended as the vendor for this project. Staff is recommending awarding the contract to Bituminous Roadways for a Not to Exceed of \$225,000 and moving forward with executing an contract. Funds for the project will come from the CDA loan to the project.

RECOMMENDATION: Approving the Procurement for Rural Development

EXPLANATION OF FISCAL/ FTE IMPACTS:

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

RESOLUTION:

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.

PREVIOUS BOARD ACTION

n/a

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: Shanika Bumphurs, Director of Property Management

Author: Allison Streich, Deputy Director