



CARVER COUNTY  
COMMUNITY  
DEVELOPMENT  
AGENCY

## **Board of Commissioners Packet**

November 21, 2024

5:00 p.m. - Regular Meeting

CDA Office, 705 N. Walnut Street, Chaska





## CARVER COUNTY CDA BOARD OF COMMISSIONERS

### Agenda

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<b>Meeting Date: November 21, 2024</b>	<b>5:00 pm</b>	<b>CDA Boardroom, Chaska, MN</b>
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#### 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](mailto:elliel@carvercda.org) or 952-448-7715) and instructions will be given to participate during the meeting or provide written comments. Verbal comments are limited to five minutes.

#### 3. Approval of Agenda and Meeting Minutes

A. Approval of Meeting Minutes – October 24, 2024 Regular Meeting

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

A. Approval of November 2024 Dashboard

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

C. Approval of Record of Disbursements – October 2024

D. Approval of the CDA's 2025 Participation in MHFA MCPP

E. Approval of the 2025 Contract with NextStage for Carver County Entrepreneur Development and Support Program

#### 5. Regular Agenda

A. Presentation of NAHRO Awards of Merit

B. NextStage Year in Review presentation

C. Approval of Salary Study Recommendations

D. January work session

#### 6. Information

A. John Fahey, Carver County Commissioner

B. Nick, Koktavy, Assistant County Administrator Carver County

C. Carver County 2025 Legislative Priorities

D. Commissioner Meet and Greet – 4:00-4:30pm prior to December 19<sup>th</sup> Board meeting

#### A. 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

December 19, 2024 at 5:00 pm

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



## Board of Commissioners

### Meeting Minutes

**Meeting Date: October 24, 2024**

**5:00 pm**

**CDA Boardroom, Chaska, MN**

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

#### **COMMISSIONER ROLL CALL:**

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

#### **CDA Staff in attendance:**

Executive Director	Allison Streich
Director, Comm. Development	Melodie Bridgeman
Director, Finance	Karen Reed
Director, Housing	Shanika Bumphurs
Director, HR & Operations	Janette Meyer
HR & Operations Specialist	Ellie Logelin
Assistant Director, Finance	John Hackett

#### **Others in attendance:**

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

#### **AUDIENCE**

*No audience members addressed the board.*

#### **24-73 Approval of Agenda and Meeting Minutes**

BE IT RESOLVED by the Carver County Community Development Agency Board of Commissioners, that the agenda for the October 24, 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 September 19, 2024, Regular meeting be approved as written.

#### **Motion: Williams**

#### **Second: Teske**

	<b>Ayes: 4</b>	<b>Nays: 0</b>	<b>Absent: 1</b>	<b>Abstain: 0</b>
	<b>Yes</b>	<b>No</b>	<b>Absent</b>	<b>Abstain</b>
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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kummer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CONSENT AGENDA**

**24-74 Approval of the October 2024 Dashboard**

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

**24-75 Approval of the Write-Off of Past Tenant Balance for September 2024**

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

**24-76 Approval of Record of Disbursements – September 2024**

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

Motion: Kummer		Second: Williams		
Ayes: 4		Nays: 0	Absent: 1	Abstain: 0
	Yes	No	Absent	Abstain
Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Teske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kummer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REGULAR AGENDA**

**24-77 Approval of the Execution and Delivery of Certain Documents Relating to the Development of Carver Oaks Apartments**

The Board of Commissioners (the “Board of Commissioners”) of Carver County Community Development Agency, a public body corporate and politic of the State of Minnesota (the “CCCCA”), the sole member of CCCDA Carver Oaks Senior Residence GP LLC, a Minnesota limited liability company (the “General Partner”), the general partner of CCCDA Carver Oaks Senior Residence 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 Allison Streich, or Karen Reed, the Executive Director, and Finance Director of the CCCDA, respectively, and the 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.

### **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.

**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 and the Construction Contracts (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.

**Motion: Teske**

**Second: Kummer**

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

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

#### 24-78 Approval of Board of Commissioners Bylaws Amendment

BE IT RESOLVED by the Board of Commissioners of the Carver County Community Development Agency (the "Agency"), that the Bylaws of the Agency are hereby amended in their entirety to read as set forth in the form attached hereto. The amendments shall take effect immediately following adoption of this resolution.

**Motion: Teske**

**Second: Williams**

Ayes: 4

Nays: 0

Absent: 1

Abstain: 0

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

Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rohe	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kummer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 4100 Peavy Rd. Update

Allison Streich presented an update on the 4100 Peavy Rd. office space.

#### INFO - Carver County update

Carver County Commissioner Fahey provided an update.

- Carver County is working through legislative priorities for 2025 with housing being one of the priorities.
- Carver County is preparing for and receiving public participation with the upcoming election.
- Cannabis continues to be a topic of discussion.
- Commissioner Fahey will be attending the Manufacturing Day at Norwood Young America on October 25<sup>th</sup>, 2024.

Carver County Assistant County Administrator Koktavy provided an update.

- At the County Board meeting on October 1<sup>st</sup>, 2024, the County Board approved to release the ARPA funds for Carver Oaks Apartments.
- The County Board page on the Carver County website has been updated. A new vendor is being used for board documents on the website.

#### INFORMATION

An RFP has been issued for a Carver County Community Land Trust home in Watertown, MN.

Melodie Bridgeman provided an update on the Chaska Yards project.

Janette Meyer and Karen Reed provided an update on staffing at the CDA.

Janette Meyer provided an update on the Salary Study which will be brought to the Board in November.

Allison Streich will be presenting at the City County Planners Meeting on October 25<sup>th</sup>, 2024.

The CDA will be hosting a costume competition and competing against various other cities on October 31<sup>st</sup>, 2024.

Allison Streich provided an update on the CDA website.

#### ADJOURNMENT

#### 24-79 Adjournment

BE IT RESOLVED that the Carver County Community Development Agency Board of Commissioners hereby adjourns until Thursday, November 21, 2024.

#### Motion: Kummer

#### Second: Williams

Ayes: 4

Nays: 0

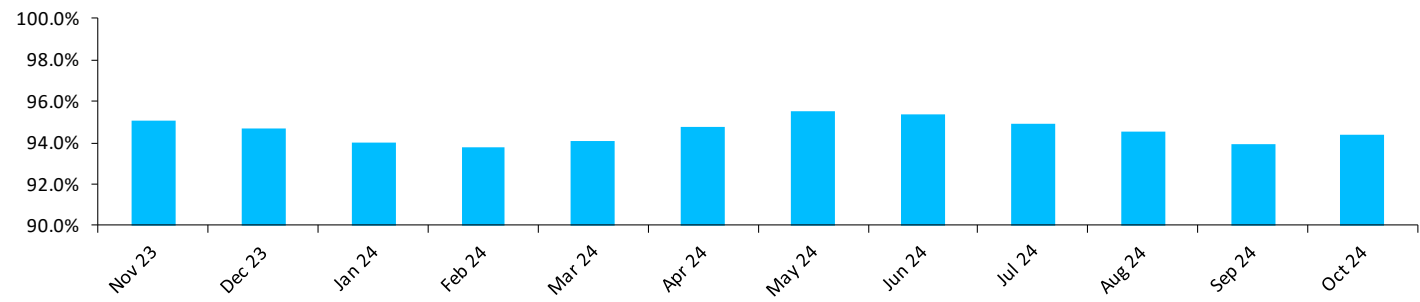
Absent: 1

Abstain: 0

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

*The CDA Board meeting adjourned at 5:35 p.m.*

HOUSING UPDATES



2024 Capital Improvement Projects in Process:

Property	Improvement Project	Status and Tentative Schedule
Brickyard	<ul style="list-style-type: none"><li>Brick and Concrete repairs around entire building.</li></ul>	<ul style="list-style-type: none"><li>Nearing completion of the project, currently working on a section of railing over the retaining wall and rebuilding the trash enclosure.</li></ul>
Hilltop/Mayer	<ul style="list-style-type: none"><li>Gutter Project &amp; Attic Insulation</li><li>Parking lot Repairs</li><li>Residing of Mayer</li></ul>	<ul style="list-style-type: none"><li>Projected completed the week of the November 4<sup>th</sup>.</li><li>Project completed at both sites, the week of October 28<sup>th</sup>.</li><li>Project completed the week of October 28<sup>th</sup>.</li></ul>
Bluff Creek	<ul style="list-style-type: none"><li>Deck Repairs</li></ul>	<ul style="list-style-type: none"><li>Project on hold till 2025.</li></ul>
Lake Grace	<ul style="list-style-type: none"><li>Retaining Wall Replacement</li><li>Install Bullet Edgers and Mulch around the D Building Entryways.</li></ul>	<ul style="list-style-type: none"><li>Scheduled to start the week of the 18<sup>th</sup>.</li><li>Project completed the week of November 4<sup>th</sup>.</li></ul>
Centennial Hill	<ul style="list-style-type: none"><li>Parking Lot Repairs</li></ul>	<ul style="list-style-type: none"><li>Projected completed the week of October 28<sup>th</sup>.</li></ul>
Waybury	<ul style="list-style-type: none"><li>Drainage Project (Northside of Building)</li></ul>	<ul style="list-style-type: none"><li>Project completed on November 12<sup>th</sup>.</li></ul>
Carver Homes	<ul style="list-style-type: none"><li>310 Maple (Chaska)</li><li>Clover Ridge Sidewalk and Stoop Project.</li><li>Energy Efficiency Audits</li></ul>	<ul style="list-style-type: none"><li>Asbestos remediated, currently waiting for drain work to begin.</li><li>Replaced four stoops, along with 175 ft. of sidewalk.</li><li>Audit will be completed by the end of 2024. Work is pending audit completion.</li></ul>



**Windstone Stoop Project:**



**Waybury Drainage Project:**



**Lake Grace Bullet Edgers and Mulch Update:**

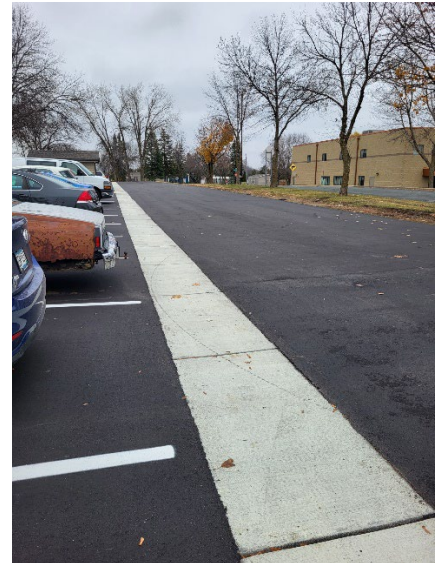




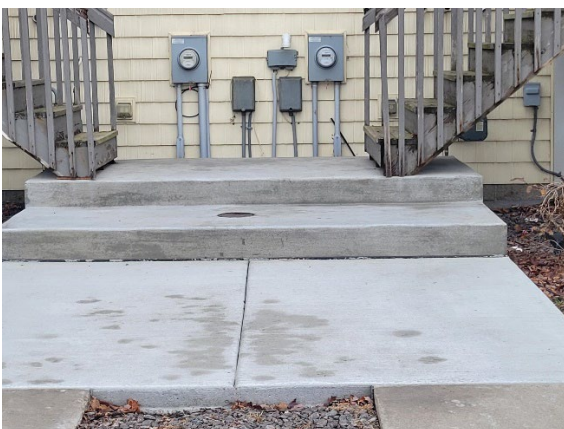
### Centennial Hill Parking Lot Repairs:



### Hilltop Lot and Gutters:



### Cloverfield Stoop and Sidewalk Repairs:



### **Staffing News:**

- Welcome to the team! Zeferino “Zef” B., Maintenance Technician for Windstone Townhomes, Caretaker SkyeMarie “Skye” C., who is assigned to our Rural Development Sites (Hilltop/Mayer) and Spruce, and Accounting Technician Laura C. Zef started October 21<sup>st</sup>, Skye started October 28<sup>th</sup>, and Laura started November 4th.
- Jessica H. has been hired to fill the Compliance Specialist position. Jessica will office out of the CDA main office and will directly report to Andra W., the Housing Assistance Manager. Jessica starts Monday November 18<sup>th</sup>!
- Congratulations to Andra W. Andra is being promoted to the Assistant Director of Property Management effective November 18th!!
- We have the following vacant positions to fill:
  - Housing Quality Specialist (HQS)
  - 3 Property Site Managers (1-Trail’s Edge, 1-Centennial Hill/Brickyard, 1-Lake Grace/Bluff Creek)

### **Miscellaneous Updates:**

- Maintenance Technician Todd H. and Maintenance Assistant Luis D. are currently enrolled in the Minnesota Multi Housing Associations Certified Maintenance Technician Program. The certification program runs from September through March. Attendees must attend monthly classes, complete the assigned homework, present a final project, and get a score of 80% or better on the final exam to pass the course.
- We closed on a 3 bedroom 2 ½ bathroom townhome located at 107 Benton St E. in Cologne!
- We closed on the last Arboretum house. The County has determined what they need for the roadway project and has given the CDA the okay to start selling the Arboretum houses. The CDA currently has one vacant and will start with that house.
- We continue to work through the implementation process for Yardi Case Manager. Yardi Case Manager is best described as a centralized tracking system that can be used to track and complete processes that are associated with current residents, previous residents, and applicants that cannot be tracked within our Yardi Voyager Application. The first phase of our rollout goes live on January 6, 2025. The rollout will include the following task/cases: Reasonable Accommodation and Modification Requests, Internal Tenant Adjustments, and Resident Repayment Agreements.
- We are working on implementing Waitlist Central by Housing Link for sites that need to maintain waitlists for funding compliance or have an active non-mandatory interest list. Waitlist Central will first be used to manage our Interest List at Windstone Townhomes and Trail’s Edge South.
- The Housing Opportunity Through Modernization Act of 2016 also known as HOTMA is being delayed until 2025. The implementation of HOTMA will affect our Rural Development, Section 8, and LIHTC (Tax Credit) properties. HOTMA makes amendments to Sections 3, 8, and 16 of the Housing Act of 1937.



These revisions to Sections 102, 103, and 104 of the HUD regulations found in 24 CFR Part 5 and 24 CFR Part 891, will have a significant impact on how we review, process, and define income and assets for households.

- Managers are currently working on end of the year prep. This prep includes but is not limited to; 2024 payables are processed and paid by 12/31, receivables are collected and posted to resident ledgers, move ins/move outs are completed accurately and timely in Yardi, as well as ensuring current and future rents are accurate.
- Carver County CDA participated in a costume competition against various cities in Carver County. The competition was held on October 31st with a theme of Disney characters. The winner of the CDA costume competition was Janette, second place was John, and third place was Emilie! The winner of the most creative costume was Janette! The winner of the most basic costume was Robert!



**SPECIAL PROGRAMS**

Program	Grant Term	# Units Under Contract	% Under Contract
Bridges	7/1/23-6/30/25	13	92%
Bridges RTC	7/1/23-6/30/25	2	100%
Housing Trust Fund	10/1/23-9/30/25	15	80%
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
	Oak Grove	11
	Trail's Edge	3
SW Transit	Centennial	15
CAP Agency	Waybury	17
	Centennial	1
	Oak Grove	8
	Crossings	6
	Spruce	1
	Trail's Edge	3
Flu Clinic	Waybury	31
	Centennial	6
	Oak Grove	17
	Crossings	16

## 2024 YTD:

# of appointments	# of residents/clients	Mobile food shelf participants	Energy Assistance Program Application assistance
41	15	42	12

## 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				
		October 2024 YTD Actual	October 2024 YTD Budget	Variance
CDA	Revenue	15,415,000	13,643,819	1,771,481
	Expenses	9,102,335	10,414,528	1,312,193
	Cash Balance	6,721,765		

		October 2024 YTD Actual	October 2024 YTD Budget	Variance
Properties	Revenue	8,324,626	8,063,513	261,113
	Expenses	5,482,868	5,856,228	373,360
	Cash Balance	3,120,669		

Revenue Recapture collected through October

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

Property:	Written off:	Collected:	Notes:
Lake Grace	\$ 21,757	\$ 745	
Carver Homes	\$23,092	\$18,281	
Bluff Creek	\$8,945		
Centennial Hill	\$ 424		
Hilltop	\$3,687		
Trails	\$ 14,306	\$1,393	
Crossings	\$ 5,196		
Waybury	\$ 46,518	\$361	
Windstone	\$ 3,194	\$4,381	
Total:	\$127,119	\$25,161	

Other Finance updates

Consolidated YTD revenues for the CDA through October were \$15,415,000 and expenses were \$9,102,335. **Net Operating Income was \$6,312,665, 95.5% over budget.** The increase in revenues is due to a reclassification of grant funds from County of \$1,000,000, which in turn was loaned to Carver Place. YTD Revenues for the properties were \$8,324,626 and expenses were \$5,482,868. **Net Operating Income was \$2,841,758, 29% over budget.**

## COMMUNITY & ECONOMIC DEVELOPMENT

### COMMUNITY LAND TRUST (CCCLT)

Total Units	42
Total resales YTD	1
# of families helped	74
Waiting list	16
Acquisition this month	0

**Notes:**

Staff attended the 2024 Midwest CLT Regional Conference October 7 – 10 in Downtown Minneapolis. Valuable insights and information were obtained to better serve and expand the CCCLT.

RFP application submitted for MN Housing Community Homeownership Impact Funds

Funds will be used for a CCCLT Homebuyer Initiated Program (HIP) expansion.

Selection decisions released by December 31, 2024.

The CDA is committing \$100,000 in leverage funding for this application.

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

An additional grant application was submitted to Met Council to meet the anticipated increased value and affordability gap. Selections will be made in January 2025.

Chaska Yards (Ernst House) project general contractor chosen; DDK Construction.

Construction will begin November 13, 2024, for utility connections.

### BUSINESS DEVELOPMENT - NEXTSTAGE

	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Total 4 Qtrs
Total Carver County Clients Assisted	10	19	24	34	87
# of Financing Events	1	2	1	1	5
Total Financing/Investment	\$275,000	\$483,150	\$460,000	\$746,650	\$1,964,800
New Business Starts	0	1	1	0	2
Business Expansions	0	0	0	0	0
New FT Jobs	2	2	2	0	6
New PT Jobs	1	6	1	0	8



**MINNESOTA CITIES PARTICIPATION PROGRAM (MCP) –**

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

	# Committed loans	Total \$	% of allocated funds
First Mortgage Loans	25	\$6,398,237	321%
Additional Start-up loans	5	\$1,448,485	N/A
Step up loans	12	\$4,305,986	N/A
Down payment assistance		\$599,550	N/A
TOTALS	42	\$12,152,708	N/A

**COMMUNITY GROWTH PARTNERSHIP INITIATIVE (CGPI)**

Open Grants:

Year	Grant	City	Project	Budget
2023	Pre Development	Norwood Young Am	Housing Study	\$7,500
2023	Comm. Development	Mayer	Old Firehall	\$90,000
2023	Comm. Development	Waconia Township	Sovereign Estates	\$90,000
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	9	24	0	67

ECONOMIC DEVELOPMENT (social media)

FACEBOOK    choosecarvercounty

	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Totals
Facebook Reach	10,700	17,100	5,800	233	34,691
Facebook Page new likes	9	22	84	163	278
Total Facebook Likes		160	244	247	
Total Facebook Followers		232	314	318	

- Note: Social media advertisements ran in Q4 2023 through Q2 2024.

CHOOSECARVERCOUNTY.COM

	Q4 2023 VCC	Q1 2024 VCC	Q2 2024 CCC	Q3 2024 CCC	Totals
Page Views	2,467	2,605	3,446	4,641	13,159
Average Engagement			2:15m	1:19m	
Top 3 Pages	Home, Events, Things to Do	Events, Home, Work Here	Events, Home, Contact Our Staff	Home, Events, Lake Auburn Campground	

## **ADMINISTRATIVE/OTHER ITEMS OF INTEREST**

Staff presented on the housing study to the Waconia City Council on November 4 and the Chanhassen Economic Development Commission on November 12.

The Executive Director will be attending the Carver County Legislative Breakfast on December 17.



# Board of Commissioners

## Request for Board Action

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Meeting Date: November 21, 2024

Agenda number: 4B

**DEPARTMENT:** Housing

**FILE TYPE:** Regular Consent

**TITLE:** Approval of Write-Off of Past Tenant Balances for October 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 October 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	Tenant Status	Charge Type	Current Owed	Amount Paid
centhill Resident 1				
	Past	RENT	\$13,633.33	\$529.39
	Past	DAMAGE	\$1,736.00	\$0.00
Total For Resident 1			\$15,369.33	\$529.39
carverhms Resident 2				
	Past	DAMAGE	\$8,075.93	\$671.81
Total For Resident 2			\$8,075.93	\$671.81
Resident 3				
	Past	DAMAGE	\$16,487.44	\$41.49
Total For Resident 3			\$16,487.44	\$41.49
Resident 4				
	Past	DAMAGE	\$4,870.74	\$275.18
Total For Resident 4			\$4,870.74	\$275.18
waybury Resident 5				
	Past	DAMAGE	\$7,817.70	\$231.60
Total For Resident 5			\$7,817.70	\$231.60
Total			\$52,621.14	\$1,749.47



## Board of Commissioners

### Request for Board Action

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Meeting date: November 21, 2024

Agenda number: 4C

**DEPARTMENT:** Finance

**FILE TYPE:** Regular - Consent

**TITLE:** Approval of Record of Disbursements - October 2024

**PURPOSE/ ACTION REQUESTED:** Approve Record of Disbursements for October 2024

**SUMMARY:** In October 2024, the Carver County Community Development Agency (CDA) had \$1,181,121.74 in disbursements and \$143,260.64 in payroll expenses. Attachment A provides the breakdown of disbursements. Additional detail is available from the Finance Department.

**RECOMMENDATION:** Staff recommends approval of the Record of Disbursements for October, 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 October 2024 Record of Disbursements is approved as written.

**PREVIOUS BOARD ACTION**

N/A

**ATTACHMENTS**

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

	<b>Date</b>	<b>Amount</b>	<b>Total</b>
<b>Carver Homes</b>	10/02/24	\$18,190.94	
	10/09/24	\$34,620.50	
	10/16/24	\$35,864.04	
	10/23/24	\$22,104.43	
			\$110,779.91
<b>CDA</b>	10/02/24	\$93,981.35	(1)
	10/09/24	\$32,390.91	
	10/16/24	\$51,574.36	
	10/23/24	\$54,838.31	
			\$232,784.93
<b>Properties</b>	10/02/24	\$122,410.88	
	10/09/24	\$292,510.85	(2)
	10/16/24	\$318,231.54	(3)
	10/23/24	\$104,403.63	(4)
			\$837,556.90
<b>Total October 2024 Disbursements</b>			<b>\$1,181,121.74</b>
<b>October 2024 Payroll</b>	10/09/24	\$74,012.70	
	10/23/24	\$69,247.94	
			<b>\$143,260.64</b>

Disbursement detail is available in the Finance Office

- (1) **NextStage - 2nd half payment - entrepreneur support - \$27,500  
HART - pension contribution - \$29,600**
- (2) **2nd half PILOT payments - \$160,000  
US Bank -Waybury debt service - \$34,000**
- (3) **Project One - progress billing - Brickyard exterior project - \$92,000  
Interfund clearing - \$160,000**
- (4) **Interfund clearing - \$36,000**





# Board of Commissioners

## Request for Board Action

Meeting date: November 21, 2024

Agenda number: 4D

**DEPARTMENT:** Community Development

**FILE TYPE:** Regular Consent

**TITLE:** Approval of the 2025 MHFA MCPP Participation

**PURPOSE/ ACTION REQUESTED:** Approve Participation in MHFA 2025 MCPP Program

**SUMMARY:** MHFA manages the Minnesota City Participation Program (MCPP), which uses the Tax-Exempt Bond Housing Pool Allocation authorized by the Office of Minnesota Management and Budget (MMB) to enable cities and counties to provide first-time homebuyer loans in their communities to households at or below 80% area median income. Under the MCPP Program, Minnesota Housing can sell bonds on behalf of local governments to assist them in meeting local housing goals pursuant to Minnesota Statutes Section 474A.061, subdivision 2a.

The CDA has participated in this program since 2010 with an allocation increase each year. For 2024, the CDA received an allotment of \$1,992,221. As of September 30, local lenders exceeded the allotted usage by 275%. A total of 22 loans have been committed for a total of \$5,482,737.

**RECOMMENDATION:** Approval of the 2025 Contract with MHFA

**EXPLANATION OF FISCAL/ FTE IMPACTS:**

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

**RESOLUTION:**

WHEREAS, the Carver County Community Development Agency (CDA) “the “Authority” and the Carver County Board of Commissioners “the County” have identified a need for preserving and rehabilitating the housing stock in Carver County and making housing affordable for Carver County residents; and

WHEREAS, the Carver County CDA participated in the Minnesota Housing Finance Agency Minnesota City Participation Program in 2024 as well as in previous years and has the legal authority, staff ability, and resources to make the program beneficial and cost effective for Carver County residents; and

WHEREAS, the CDA operates numerous other programs in cooperation with the Minnesota Housing Finance Agency and has identified a need for new homeownership opportunities; and

WHEREAS, the Minnesota City Participation Program would fill a much-needed gap in financing sources for homebuyers in Carver County and the financing would be an attractive complement to the Carver County CDA's existing housing finance programs.

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

The Carver County CDA shall participate with the Minnesota Housing Finance Agency and their Minnesota City Participation Program in 2025 for Carver County. The Executive Director is hereby authorized to sign and execute all necessary documents related to the transaction.

#### **PREVIOUS BOARD ACTION**

N/A

#### **ATTACHMENTS**

2025 MCPP Program Application Commitment Agreement

#### **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: Melodie Bridgeman, Director of Community Development

Author: Melodie Bridgeman, Director of Community Development

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

**PROGRAM APPLICATION  
COMMITMENT AGREEMENT**

**THIS APPLICATION AND AGREEMENT** (this “Agreement”) is between Carver County Community Development Agency with its office at 705 North Walnut Street, Chaska, MN 55318 and Minnesota Housing Finance Agency ("Minnesota Housing"), with its office at 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

**RECITALS:**

A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2a is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the “Code”), on behalf of the City, and it will issue bonds for that purpose (the “Bonds”).

B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minnesota Statutes §474A.061, Subd. 2a(c).

C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use the proceeds from the issuance of the Bonds to fund the Program.

D. The City has requested and received a set-aside of funds from the Program.

E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing’s designated Master Servicer (the “Master Servicer”) to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender”).

F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.

G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

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

1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Start Up Procedural Manual and this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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

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

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

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

**Minnesota Housing APPROVAL**

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

**MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
Kayla Schuchman

Its: Assistant Commissioner, Single-Family Division

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

.



# Board of Commissioners

## Request for Board Action

Meeting date: November 21, 2024

Agenda number: 4E

**DEPARTMENT:** Community Development

**FILE TYPE:** Regular Consent

**TITLE:** Approval of the 2025 Contract with NextStage for Carver County Entrepreneur Development and Support Program.

**PURPOSE/ ACTION REQUESTED:** Approve the 2025 contract with NextStage

**SUMMARY:** The CDA contracts with NextStage to fund programming to support entrepreneurs and small businesses. The purpose is to provide an economic development service that would cover all cities and businesses in Carver County free of charge and would be paid for by the CDA. This contract has been renewed annually and the most recent contract was entered into in November 2023 for services in 2024 in the amount of \$55,000. As part of the contract, the CDA will receive quarterly updates detailing inquiries, hours of technical assistance, amount of direct and leveraged financing, jobs created, types of businesses and more. Marketing of the program is done by the CDA, NextStage and the cities. The proposed contract amount for 2024 is \$55,000.

**RECOMMENDATION:** Approval of the 2025 Contract with NextStage

**EXPLANATION OF FISCAL/ FTE IMPACTS:**

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

**RESOLUTION:**

WHEREAS, the Carver County Community Development Agency (formerly, the Carver County Housing and Redevelopment Authority, the “Agency”) is duly organized and existing under the laws of the State of Minnesota, including Laws of Minnesota for 1980, Chapter 482, as amended (the “Special Law”); and

WHEREAS, the Agency is authorized to enter into contracts for purposes of economic development under Minnesota Statutes, section 469.101 Subd. 5; and

WHEREAS, the Carver County Board of Commissioners has identified economic development and job creation as one of its strategic goals for Carver County and to work with the Carver County CDA to achieve the stated goal; and

WHEREAS, the Carver County CDA wishes to retain an entity with the capacity to assist it with providing small business technical assistance to existing businesses and those parties interested in opening a new or expanding business in Carver County; and

WHEREAS, NextStage has proven itself as competent to provide the services required to administer and carry out the required services for a Carver County Entrepreneur Development and Support Program on behalf of the Carver County CDA and its cities in Carver County; and

WHEREAS, NextStage is proposing a contract with the CDA beginning January 1, 2025 through December 31, 2025 for a contractual fee of \$55,000.

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

1. The contract for services between the Carver County CDA and NextStage for the Carver County Entrepreneur Development and Support Program from the period of January 1, 2025 and ending December 31, 2025 is hereby approved and the CDA Executive Director is directed to execute the required contractual agreements.

#### **PREVIOUS BOARD ACTION**

N/A

#### **ATTACHMENTS**

NextStage 2025 contract

#### **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: Melodie Bridgeman, Director of Community Development  
Author: Melodie Bridgeman, Director of Community Development



**Contract for Services  
Between Carver County Community Development Authority  
and  
NextStage  
for the  
Carver County Entrepreneur Development and Support Program**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, between **Carver County Community Development Authority** (herein called "CDA") and **NextStage**, (herein called "NextStage").

**WHEREAS**, CDA wishes to retain an entity with the capacity to provide small business technical assistance and access to capital to existing Carver County businesses, Carver County residents and those parties interested in opening, improving, or expanding a business in Carver County (the "Initiative") and

**WHEREAS**, NextStage has represented itself as competent to provide the services required to administer and carry out the Initiative; and

**WHEREAS**, CDA wishes to engage NextStage to provide said services necessary to carry out the Initiative;

**NOW THEREFORE**, it is agreed between the parties hereto that;

**TIME OF PERFORMANCE**

The service to be provided by NextStage shall commence upon the first day of January, 2025, and shall terminate 12 months from that date. All services, documents, and information to be furnished or performed by NextStage in order to carry out the Initiative shall be furnished or performed as promptly as possible, and with the fullest due diligence.

**COMPENSATION**

CDA shall provide NextStage up to \$55,000 for a one-year period (the Contract Amount) to manage the Carver County Entrepreneur Development and Support program. The Contract Amount shall be split into 2 equal installments, \$27,500 due and payable on or about January 1<sup>st</sup>, 2025, and the balance Invoiced and payable on or about August 1, 2025.

**SCOPE OF SERVICES**

NextStage will use the Contract Amount to provide technical assistance and access to capital to existing Carver County businesses, Carver County residents and those parties interested in opening a business in Carver County. (See **Exhibit A** Scope of Services- Carver County Entrepreneur Development and Support Program).

**REPORTING**

NextStage will submit the required reports quarterly. Items to be reported on include, but are not limited to, the following:

- Number of inquiries, entrepreneurs and businesses served

- Hours of technical assistance provided
- City/Township of resident or business
- Types of businesses served or proposed
- Stage of Client Ventures (Pre-start Planning, Start-up, Existing-Opportunity, Existing-Challenged)
- Type, number and amount of direct and leveraged financing
- Jobs created and jobs retained as a result of assistance/financing
- NextStage can collect and report certain Aggregate Demographic information on entrepreneurs served- such as gender, ethnicity and household income- at the CDA's request.

Client confidentiality being a core component of the service model, NextStage will not typically report specific client/business information in its regular reporting. However, where approved by the client, will produce profiles of successful clients for publication dissemination and media release.

The reporting schedule is as follows:

January – March, report due April 30<sup>th</sup>

April – June, report due July 31<sup>st</sup>

July – September, report due October 31<sup>st</sup>

October – December, report due January 31<sup>st</sup>

## **PERSONNEL**

NextStage represents that it has, or will secure, at its own expense, all personnel required in performing the services to carry out the Initiative. Such personnel shall not be employees of or have any contractual relationship with the Carver County CDA. No tenure or any other rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation pay, severance pay, or any other benefits available to Carver County or CDA employees shall accrue to NextStage or employees of NextStage performing services under this agreement. NextStage is an independent contractor.

All of the services required to carry out the Initiative will be performed by NextStage, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such work.

## **INTEREST OF MEMBERS OF THE COUNTY, CITIES, AND OTHERS**

No officer, member, or employee of Carver County, and no member of its governing body, and no other public official or governing body of the locality in which the Initiative is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Initiative, shall participate in the decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or proceeds thereof.

**ASSIGNABILITY**

NextStage shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of the CDA thereto.

**COMPLIANCE WITH LOCAL LAWS**

NextStage agrees to comply with all federal laws, statutes and applicable regulations of the State of Minnesota and the ordinances of Carver County.

**INSURANCE**

NextStage agrees to provide proof of workers' compensation and comprehensive general liability insurance. Comprehensive general liability insurance shall be in the minimum amount of \$1,000,000.

**HOLD HARMLESS**

NextStage agrees to defend, protect, indemnify and hold harmless the Carver County CDA, its agents, officers and employees harmless from and against all liabilities, losses, damages, costs, and expenses, whether personal, property, or contractual, including reasonable attorney's fees, arising out of, or related to the administration and operation of the Initiative, and from any act of negligence of NextStage, its officers, employees, servants, agents, or contractors.

CDA agrees to defend, protect, indemnify and hold harmless NextStage, its agents, officers and employees harmless from and against all liabilities, losses, damages, costs, and expenses, whether personal, property, or contractual, including reasonable attorney's fees, arising out of, or related to the administration and operation of the Initiative, and from any act of negligence of CDA, its officers, employees, servants, agents, or contractors.

**NOTICES**

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, or delivered personally; and

- (a) In the case of NextStage, is addressed or delivered personally to:

Lee Hall, CEO  
NextStage  
8011 34<sup>th</sup> Ave, Suite 320  
Bloomington, MN 55425

- (b) In the case of Carver County CDA:

Melody Bridgeman, Director of Community Development  
Carver County CDA  
705 N Walnut St  
Chaska, MN 55318

or at such other address with respect to any party as that party may designate in writing and forward to the other as provide in the Section.

**MODIFICATION**

This Agreement may not be modified, changed, or amended in any manner whatsoever without the prior written approval of all the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**Carver County CDA**

**NextStage**

By: \_\_\_\_\_  
Allison Streich, Executive Director

By:  \_\_\_\_\_  
Lee Hall, Chief Executive Officer

## **Exhibit A Scope of Services**

### **Technical Assistance Services**

NextStage will provide intensive one-on-one technical assistance to Carver County businesses, Carver County residents and aspiring entrepreneurs intending to establish, purchase, or improve a business in Carver County. Technical assistance includes, but is not limited to, the following:

- Business plan development
- Feasibility analysis
- Marketing,
- Cashflow and other financial projection development
- Operational analysis
- City and State licensing and regulatory assistance
- Loan packaging, and other assistance in obtaining financing
- Help in obtaining competent legal advice

### **Access to Capital**

NextStage will work with emerging and existing businesses in Carver County to project their true capital needs, and identify potential capital sources to meet those needs. This may include:

- Introduction to private lenders and/or referral to community/agency/governmental funding programs.
- Assistance with Application Materials
- Direct lending from NextStage's in-house loan funds, and
- Participation in bank/private financing to mitigate lender risk and leverage additional capital.

While all Borrowers will need to meet basic underwriting qualifications, NextStage will work with each applicant to explore their options, and to securing capital at terms that are reasonable based on their unique needs and qualifications.



# Board of Commissioners

## Request for Board Action

Meeting date: November 21, 2024

Agenda number: 5C

**DEPARTMENT:** Human Resources

**FILE TYPE:** Regular Agenda

**TITLE:** Approval of Salary Study Recommendations

**PURPOSE/ ACTION REQUESTED:** Approve a portion of the salary study recommendations and table a portion for 2026 budget discussion.

**SUMMARY:** The Carver County CDA pay structure and classifications were last revised in 2005. The past two years have been challenging with recruitment; finding our starting wages played a key factor in the difficulty to hire and retain staff. At the June 2024 board meeting, the CDA Board approved a salary study be conducted by Abdo to see if the CDA was competitive within the market and other CDA entities. Results show the Carver County CDA is under market in some key positions. Abdo has recommended 3 separate phases to bring the CDA up to market. Phase 1 will bring current employees up to a new salary range minimum. Phase 2 will bring current employees back to the same place within their pay grade under the new ranges. Phase 3 will provide a 3% Cost of Living Adjustment increase for 2025 and going forward.

**RECOMMENDATION:** Recommend the CDA Board of Commissioners approve Phase 1, transitioning onto the proposed open range structure and Phase 3, 2025 Cost of Living adjustment of the salary study recommendations for 2025 and going forward. Also, recommending table Phase 2, individual market placement adjustments for discussion as part of the 2026 budget.

**EXPLANATION OF FISCAL/ FTE IMPACTS:**

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

**RESOLUTION:**

WHEREAS, the Carver County CDA Board approved a resolution to engage Abdo to complete a Salary Study;

BE IT RESOLVED, by the Carver County Community Development Agency Board of Commissioners, that after review and consideration, Phase 1 and Phase 3 of the salary study recommendations will be approved for 2025 and Phase 2 will be tabled for 2026 budget discussion.

**PREVIOUS BOARD ACTION**

Resolution 24-47 Approval of Salary Study

**ATTACHMENTS**

Position Classification & Compensation Study 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: Janette Meyer, Director of Human Resources & Operations

Author: Janette Meyer, Director of Human Resources & Operations



# LEGISLATIVE PRIORITIES

2025

“

*Where the future embraces the past in keeping Carver County a great place to live, work, and play for a lifetime.*





# LOCAL POLICY CONTROL

The Carver County Board of Commissioners supports local decision-making authority and opposes legislation that removes the ability for local elected officials to respond to the needs of its businesses and constituents or that restricts local decision-making authority.

Locally elected decision-makers hold the best position to determine what health, safety, and welfare regulations best serve their constituents. Like state and federal legislative leaders, local elected officials are held accountable through Minnesota's robust elections process. Ordinances at the local level are enacted only after a comprehensive, legal, and open process.

The public's access to local officials is much easier, as is attending local county board and city council meetings.

Counties are often laboratories for determining public policy approaches to the challenges that face residents and businesses. Preserving local control in our state has yielded widespread benefits such as the 2007 Freedom to Breathe Act, and an amendment to the Minnesota Clean Indoor Air Act.



# 2025 LEGISLATIVE PRIORITIES

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\*Items listed in this order does not mean priority listing

# UNFUNDED STATE & FEDERAL MANDATES

## BACKGROUND

Carver County opposes state or federal mandates and costs without full and stable funding. These unfunded mandates unfairly shift financial responsibility to counties. Examples of more than \$2 million in annual, unfunded mandates/funding shifts with the estimated cost to Carver County residents include:

- **\$500,000** = Unfunded children's mental-health case management services (non-medical assistance)
- **\$125,000** = Unfunded adult mental-health case management services (non-medical assistance)
- **\$600,000** = "Does Not Meet Criteria" notification from state operated facilities
- **\$300,000** = After-hours coverage as the state "Safety Net" for adult and child protection/mental health crisis
- **\$200,000** = Civil commitment pre-petition screening process
- **\$15,600** = Publication of financial statements, County Board meeting minutes, and budget hearing notices
- **\$100,000** = Providing federally mandated health benefits to pre-trial inmates
- **\$150,000 - \$200,000** = Various public safety mandates, including emergency management planning and training; 911 dispatch training and equipment requirements; and detention-related costs (underfunded transportation costs, inmate custody boarding costs, inmate programming and mental-health commitment costs)

## REQUESTED POSITION

State or federal legislation not accompanied with commensurate funding be revised or removed. Further, the state legislature should pass legislation to sunset all county-level mandates, reviewing each legislative item to determine if it should continue or be eliminated. Finally, all legislation impacting local government needs to include a "local impact note" to determine if it increases local government costs.

# EMPLOYEE RELATIONS PRIORITIES

## BACKGROUND

Minnesota statutory changes made during recent legislative sessions impacted local government's ability to effectively manage its operations and workforce. Provisions imposed increased unfunded state mandates with direct and indirect costs, and complex requirements in the areas of employment law and labor relations, affecting ability to address and manage benefits and wages as affordable subjects of bargaining, and imposing provisions that reduce local government's ability to effectively manage workforce availability and deliver essential services.

## REQUESTED POSITION

Maintain the ability of the public sector and local government to effectively manage its operations and workforce, including staffing levels, employee leave and benefits programs, and workforce management provisions through mandates, earned sick and safe time, Minnesota Paid Family Medical Leave, the Public Employment Labor Relations Act, and staffing ratios.

## MANDATES

Refrain from creating, and instead reduce or eliminate increased state mandates regarding employment law, employee benefits, and labor relations matters, especially additional unfunded requirements and administrative burdens.

## EARNED SICK AND SAFE TIME (ESST)

Support adjustments to ESST provisions for effective application of the law within reasonably defined and equitable parameters, and position public employers to ensure adequate staffing for delivery of essential services.

- Effective January 2025, as required under Minn. Stat., Sect. 181.9445 – 181.9448 and amendments per Session Laws 2024, Chapter 127, Article 11, Sects. 15-17, virtually all provisions and characteristics of ESST will expand to apply to other forms of paid time off and paid leave which can be used for personal illness or injury, made available to employees by an employer in excess of the minimum ESST hours required per Minn. Stat., Sect. 181.9446.
- Employers that provide and have collectively bargained expansive additional leave programs beyond the minimum accruals required under ESST law will, beginning in 2025, be subject to an “ESST takeover” of leave banks and leave programs that were never designed or intended for such expansive use or to be administered via rules revised by the state.
- Repeal the mandate to expand ESST provisions to apply to paid time off and paid leave hours beyond the minimum accrued ESST hours required by law.

# EMPLOYEE RELATIONS PRIORITIES

## MINNESOTA PAID FAMILY MEDICAL LEAVE (PFML)

Provide appropriate flexibility in Minnesota PFML law to support effective delivery of public services without added undue burden.

- Recognize the additional constriction this new mandate places on a strained workforce given existing challenges in staffing certain essential and public safety service areas. Support provision of paid leave during federal FMLA-qualifying events but allow exemptions from PFML expanded leave provisions in certain areas to avoid undue disruption to delivery of essential and public safety services to the public.
- Pursue language to clarify that employers meet the expectations and mandates of the Minnesota PFML law and shall not be required to bargain concerning, the implementation of a 50/50 split of premium payments between employer and employee. Nothing in this provision shall prohibit an employer from electing to pay a greater percentage of the premium nor does this provision prohibit unions from collectively bargaining a greater employer contribution.

## PUBLIC EMPLOYMENT LABOR RELATIONS ACT (PELRA)

Streamline and reduce administrative burden and complexity of mandates requiring local governments to provide expansive reporting to unions, as well as coordinate scheduling and manage various requirements (administrative, security, scheduling, logistics, communications) related to expansive union access mandates. Protect the private personnel data of public employees by defining parameters for union use and retention of data by unions. Repeal additional timeline mandates placed on local government employers to respond to union data requests.

## STAFFING RATIOS

Support the repeal of “staffing ratios” in Minn. Stats. 179A.03, Subd. 19, and reversal of changes made in Minnesota Session Laws 2023, Chapter 53, Article 11, Section 14 regarding the scope of inherent managerial policy under Minn. Stats. 179A.07, Subd. 1. Setting specific staffing levels for individual classes of employees through contractual agreements:

- Diminishes critical flexibility, efficiency, and affordability of government services
- Promotes misalignment of staff workloads and allocation of resources over time
- Diminishes the ability or prevents organizations from pursuing innovation, using new or different technology or methods, and sensibly reorganizing functions
- Will result in establishment of ratios that will become ineffective and outdated as conditions change
- And may force counties to discontinue certain functions

# HOUSING INITIATIVES

## BACKGROUND

A recent **Carver County Community Development Agency (CDA)** housing study identified a significant need for a variety of housing types for Carver County. This detailed report can be found online: [carvercda.org/news/p/item/57180/2024-comprehensive-housing-needs-analysis-for-carver-county](https://carvercda.org/news/p/item/57180/2024-comprehensive-housing-needs-analysis-for-carver-county).

Carver County has a long history of addressing housing needs through collaborative projects such as working with public, nonprofit and private community partners to build West Creek in Chaska, an 18-unit affordable, supportive housing apartment complex, that opened in August 2024. This facility helped close the housing gap for qualified young adults, ages 18 to 26. Another example is Carver Place in the City of Carver which is currently under construction and will supply the local community with 60 affordable units. There are numerous other examples which illustrate that local control and coordination of efforts across the various sectors is the best model to address this difficult problem.

The state legislature is also an important partner in these efforts, but recent legislation to meet housing needs falls short. Proposed “Missing Middle” legislation would have preempted city zoning and land use authorities, removed public input in the residential development process, ignored long-range comprehensive plans, and lacked consideration for how cities utilize zoning and land use authorities ensured investments in utilities and infrastructure. In addition, the **Local Affordable Housing Aid (LAHA)** created by the 2023 legislature provided Carver County with a nominal funding amount of **\$1.6 million** with no allowance to cover administrative costs.

Finally, the 2024 legislature adopted a historic \$2.6 billion housing stability package, but Carver County’s share of state funding to support those who are unhoused or are at risk of homelessness was only **\$1.5 million**. This excluded expanding the Housing Support Demonstration Project leaving Carver with only two beds (with a local bed need of 20) and resulted in Carver County expending all Emergency Assistant (EA), Local Homeless Assistant Prevention Aid (LHPA), and State Affordable Housing Aid (SAHA) funds by September of 2024.

## REQUESTED POSITION

Carver County supports state legislative assistance which provides additional funding and supports the coordinated efforts of achieving a sustained and increased availability of options across the housing lifecycle. The prevailing objective for any housing initiative must prioritize local control to increase production of residential units, the preservation of existing homes, and housing stability programs for individuals and families.

# LOCAL AFFORDABLE HOUSING AID (LAHA): COUNTY ADMINISTRATIVE COSTS

## BACKGROUND

Local Affordable Housing Aid (LAHA) was created by the 2023 legislature. The annual appropriation for LAHA comes from a sales and use tax imposed within metropolitan counties as defined in Minnesota Statutes, section 473.121, subdivision 4. Amendments to LAHA were made by the 2024 legislature. Those amendments added additional allowable projects, among other things. As counties plan to implement projects related to the intended use for the aid, no allowance was made in the law to cover county costs of administering qualified projects.

## REQUESTED POSITION

Amend applicable Minnesota Statutes to allow for up to 10 percent of LAHA funds to cover County costs related to administering LAHA projects, reporting, and other tasks related to distribution of funds.

# GREENHOUSE GAS EMISSIONS AND VEHICLE MILES TRAVELLED IMPACT ASSESSMENT

## BACKGROUND

Carver County appreciates the 2024 changes to the statute which revises the transportation greenhouse gas (GHG) emissions and vehicle miles travelled (VMT) impact assessment to a portfolio, not individual project, level.

The 2023 Omnibus Transportation Finance and Policy Bill established a new requirement for an assessment of GHG emissions and VMT for grade separated interchange projects and capacity improvement projects on the trunk highway system. As enacted, the new law will apply to capacity expansion projects, which are defined as major highway projects, with a cost of \$15 million or more in the metro area, and \$5 million or more in greater Minnesota, and adds highway traffic capacity or provides for grade separation at an intersection, excluding auxiliary lanes with a length of less than 2,500 feet. For a portfolio of projects covered by the new law, if the portfolio is not in conformance with GHG and VMT reduction targets, there must be:

1. A change in the scope or design of the any projects within the portfolio and a revised assessment must be performed, or
2. Interlink sufficient impact mitigation, or
3. Halt the project development and disallow inclusion of the project in the STIP.

Carver County continues to lead important mobility and safety improvement projects on the State's Trunk Highway System including Highway 212, Highway 5, Highway 7, Highway 41, and Highway 101. Improvements to these transportation corridors are critical to accommodating growth and ensuring safe and reliable travel in the region. The county invests millions in local revenue to fund these projects so adding the burden to mitigate for Greenhouse Gas impacts or increases in VMT puts additional burden on the county for state owned infrastructure.

## REQUESTED POSITION

Carver County supports limiting the greenhouse gas (GHG) emissions and vehicle miles traveled (VMT) assessments to trunk highway corridors only and requests the legislature establish additional funding to pay for mitigation efforts so they will not have to be included in the costs of individual projects.



# METROPOLITAN COUNCIL'S PARK FUTURE REIMBURSEMENT PROGRAM

## BACKGROUND

Since the early 1990s, the Parks Future Reimbursement Program has enabled implementing agencies to request council approval to acquire land and develop regional parks (and trails) using agency funds and then be eligible for reimbursement in the future using council tax exempt bonds (no state funding has supported this program). The Parks Future Reimbursement Program is part of the council's Regional Parks Bonding Program and has policy guidance from the Regional Parks Policy Plan and the Parks Fund Distribution Policy.

In 2021, the council stopped reimbursing agencies for certain eligible expenses because the Metropolitan Council's Bond Counsel determined that the Parks Future Reimbursement Program did not comply with IRS regulations. Since 2021, council and agency parks staff have unsuccessfully brainstormed potential new options to restart reimbursing agencies for all eligible expenses.

According to council records, \$8.6 million in Carver County taxpayer funds have been spent on eligible expenses (primarily acquiring land for Lake Waconia Regional Park) but Carver County has only received \$4.4 million from the Parks Future Reimbursement Program, which means Carver County taxpayers have not been reimbursed for **\$4.2 million** in eligible expenses.

## REQUESTED POSITION

Support legislation to reimburse Carver County taxpayers for spending **\$4.2 million** acquiring land and developing regional parks and trails.

# SUPPORT FOR PHASE III OF THE LAKE WACONIA REGIONAL PARK DEVELOPMENT

## BACKGROUND

Lake Waconia Regional Park is a 160-acre Metropolitan Regional Park, minimally developed, and located on the second largest lake in the Twin Cities area. Carver County received past funding from the state for the phased development of Lake Waconia Regional Park.

In 2018, the county received \$1.5 million of state bonds for phase I of the park development, which included site grading, installation of municipal utility lines, and the construction of roadways and parking lots.

In 2020, the County received an additional \$2.5 million of state bonds for phase II of development. The funds were secured helped construct a new waterfront pavilion with restrooms, rental concessions, and assist in making utility connections. Carver County provided **\$7 million**, 70 percent of the project costs, in local funds towards phase I and phase II developments.

## REQUESTED POSITION

Provide **\$3.264 million** in state funds for predesign, design, and construction of a playground, parking lot, trails, walkways, fishing piers, and other site amenities at Lake Waconia Regional Park.

# SUPPORT FOR THE REGIONAL PARK SYSTEM BONDING BILL

## BACKGROUND

The Metropolitan Council's Regional Park Capital Improvement Plan (CIP) is based on the issuance of up to \$10 million of Metropolitan Council bonds to provide a 40 percent match to a 2025 state bond request of \$15 million. This results in a 2025 CIP requested total for the Metropolitan Regional Park System of **\$25 million**.

## REQUESTED POSITION

Support legislation which provides up to \$25 million for the Regional Park CIP for 2025. \$15 million of state bonds are to be matched with \$10 million of Metropolitan Council bonds for a combined total of **\$25 million** for the Metropolitan Regional Parks System.

# PARKS & TRAILS LEGACY FUNDING

## BACKGROUND

Parks and Trails Legacy Funding was established in 2012 and is funded with the 3/8th of 1 percent sales tax that is administered by the agencies of the State Park System, Metropolitan Regional Park System, and the Greater Minnesota Regional Park System.

## THE FUNDING SPLIT INCLUDES:

- .25 percent off the top for coordination among partners for marketing and promotional efforts for all parks and trails of state or regional significance
- .25 percent off the top to fund resources to establish criteria to allocate Legacy Funds

## THE REMAINDER TO BE SPLIT:

- 40 percent Minnesota Department of Natural Resources
- 40 percent Metropolitan Regional Parks and Trails
- 20 percent Greater Minnesota Regional Parks

Carver County receives approximately \$600,000 annually to fund park and trail capital improvements, asset management of its regional park facilities, providing recreation programs, and other forms of public parks and recreation outreach activities.

## REQUESTED POSITION

The Metropolitan area generates substantially more sales tax revenue than it receives through Parks and Trail Legacy Funding. Further, the Regional Park System generates substantially more users than the Greater Minnesota Regional Park System. Ideally, the funding should be split by sales tax generated or by annual parks and trail usage figures. Funding from SFY 2026 and 2027 Parks and Trail Legacy funding shall be no less than 40 percent to the Metropolitan Regional Parks and Trails.

# OPERATIONS & MAINTENANCE FUNDING FOR REGIONAL PARKS

## BACKGROUND

Carver County receives a portion of its Operations and Maintenance (O&M) funding for the regional parks it administers. O & M funding comes from funding sources of the state general fund.

Carver County supports the request of the Metropolitan Council of \$9,140,000 in state funds for O & M funding of regional parks. The amount is the same as requested in 2023.

In past years Regional Park Implementing Agencies received approximately 9 percent of their O & M expenditures from the state. For Carver County, the anticipated funding amount is approximately **\$200,000**.

## BENEFITS

- Reduces County property tax to maintain its regional parks
- Continues a satisfactory levels of park services
- Helps off-set cost of by users outside of Carver County

## REQUESTED POSITION

Support legislation for Operations and Maintenance expenditures for regional parks.

# MENTAL HEALTH: DOES NOT MEET MEDICAL CRITERIA (DNMC)

## BACKGROUND

Beds at state-operated facilities continue to be at capacity and there are Carver County residents “stuck” in beds that are at a higher level of care than is needed but they are unable to move to a lesser level of care bed because there are not adequate beds in state-operated facilities available. Carver County was being billed 100 percent of the cost of care for one individual when the 2023 state legislature granted relief to counties for these costs for those civilly committed Mentally Ill and Dangerous (MI&D). The state legislature seemed to understand that counties are powerless to expand state capacity and powerless when an individual is “stuck” in that high level of care with nowhere else to safely go. Charging counties for this cost only removes dollars from the County that instead could be used to support mental health needs locally.

## REQUESTED POSITION

- The legislation passed (Minnesota Statute §246.54, Subd. 1a & 1b) only granted financial relief for counties from July 1, 2023, through June 30, 2025. Carver County requests that the legislation passed in 2023 be amended to eliminate the end date of the relief and instead make that relief permanent and ongoing, essentially ending the county’s cost share.
- Carver County requests that the 2025 legislature pass relief for Carver County’s DNMC debt incurred between July 1, 2022, and June 30, 2023, for those who were “stuck” in a state-operated facility due to lack of bed capacity at another state-operated facility. For Carver County, that cost equals **\$518,130**.

# CHILD PROTECTION AND JUSTICE-INVOLVED YOUTH: MAJOR BARRIERS FOR APPROPRIATE CARE

## BACKGROUND

The 2023 legislature established and tasked a working group on youth interventions to evaluate the out-of-home placement options in Minnesota for youth adjudicated to be either in need of protection or services through the child protection or juvenile delinquency system (2023 Minnesota Session Law, Chapter 62, Article 2, §119) and develop recommendations. The Carver County Health and Human Services Director was one of the metro representatives on the working group. The working group submitted a final report in February 2024 to the legislature, but no action was taken in response to that report during the 2024 legislative session. Most of the metro counties have come together and are working to explore a metro-area approach to address the lack of placement options for youth served by our counties. Most are either justice-involved or have child protection involvement or both and have high behavioral health needs.

## REQUESTED POSITION

Support regional cost-effective evidenced-based solutions outlined in the “Working Group on Youth Interventions” report, for example:

- Align licensing and certification requirements for facilities and programs, both in human services and corrections, to strengthen the continuum of care and support healthy outcomes for youth involved in the system
- Ensure expanded capacity in state-operated facilities
- Allocate ongoing funding for culturally appropriate, intensely therapeutic, community-based placement options for youth involved in the justice/child protection system
- Provide funding for the creation of community-based services that allow youth to receive supports close to their home and family

# MnCHOICES: REDUCE THE FREQUENCY OF REASSESSMENTS

## BACKGROUND

What is MnCHOICES? A person-centered assessment to help people with long-term or chronic-care needs make care decisions and select support and service options to remain safely in their home or community-based living facility.

We need to simplify the assessment process. For many years, the State of Minnesota has attempted to revise the assessment tool that determines service and support eligibility for persons with disabilities or related conditions or older adults (those ages 65+). As the tool moved from a paper document to an electronic assessment (version 1.0) and now to version 2.0, it has become clear that assessments are cumbersome, difficult for assessors to use, fraught with system issues, and are taking significantly longer to complete, creating a **multi-month wait list** in almost all Minnesota counties for initial assessments (12 months in Carver).

These lengthy assessments are challenging and time-consuming for residents to participate in and at times require multiple visits from the assessor. When a consumer is stable, doesn't want, and doesn't need an annual reassessment, they should be allowed the choice to reduce the frequency of receiving a reassessment and delay their reassessment for up to three years. Knowing that if a change in condition occurs, an assessment can be requested and completed at any time.

## THIS CHANGE WOULD:

1. Provide relief to individuals and families who sit through lengthy unnecessary reassessments
2. Enable MnCHOICES assessors to divert their time to be more responsive to initial assessment requests thus reducing the current wait list
3. Address County workforce issues by slowing the need to add additional FTEs to complete this work.

## REQUESTED POSITION

- Support state legislation directing Minnesota Department of Human Services (MN-DHS) to seek all necessary federal authority (pursue a federal demonstration waiver) through Centers for Medicare and Medicaid Services (CMS) to simplify the MnCHOICES reassessment process
- Support state legislation allowing for the frequency reduction of MnCHOICES reassessments and update of Minnesota Statute §256B.0911 accordingly
- Support state legislation to sunset the County cost share for MnCHOICES administration and revert the 50 percent state share back to the state to share equally with the federal government



# CHILD PROTECTION: MINNESOTA AFRICAN AMERICAN FAMILY PRESERVATION ACT (MAAFPA)

## BACKGROUND

The 2024 African American Family Preservation and Child Welfare Disproportionality Act (MAAFPA) was signed into law (Minnesota Statutes §260.61 to §260.693) with an effective date of January 1, 2027. MAAFPA is an impactful and bold change for our system, and when engaged in significant changes, significant financial investments are necessary to ensure successful outcomes for all Minnesota families. The child protection system is one of the most complex social systems in our society, governed by both federal and state policy, involving a myriad of partners including law enforcement, judges, attorneys, child welfare workers, and community partners.

The application of the “Active Efforts” standard will apply to approximately 90 percent of all Carver County child protection cases. Active efforts require more of the County staff who work with families - more time and more resources. Lower caseload sizes will be needed to accommodate the staff time needed to properly apply the standard which will result in the need for more staff. More supervisory time will be needed to support an increase in staffing.

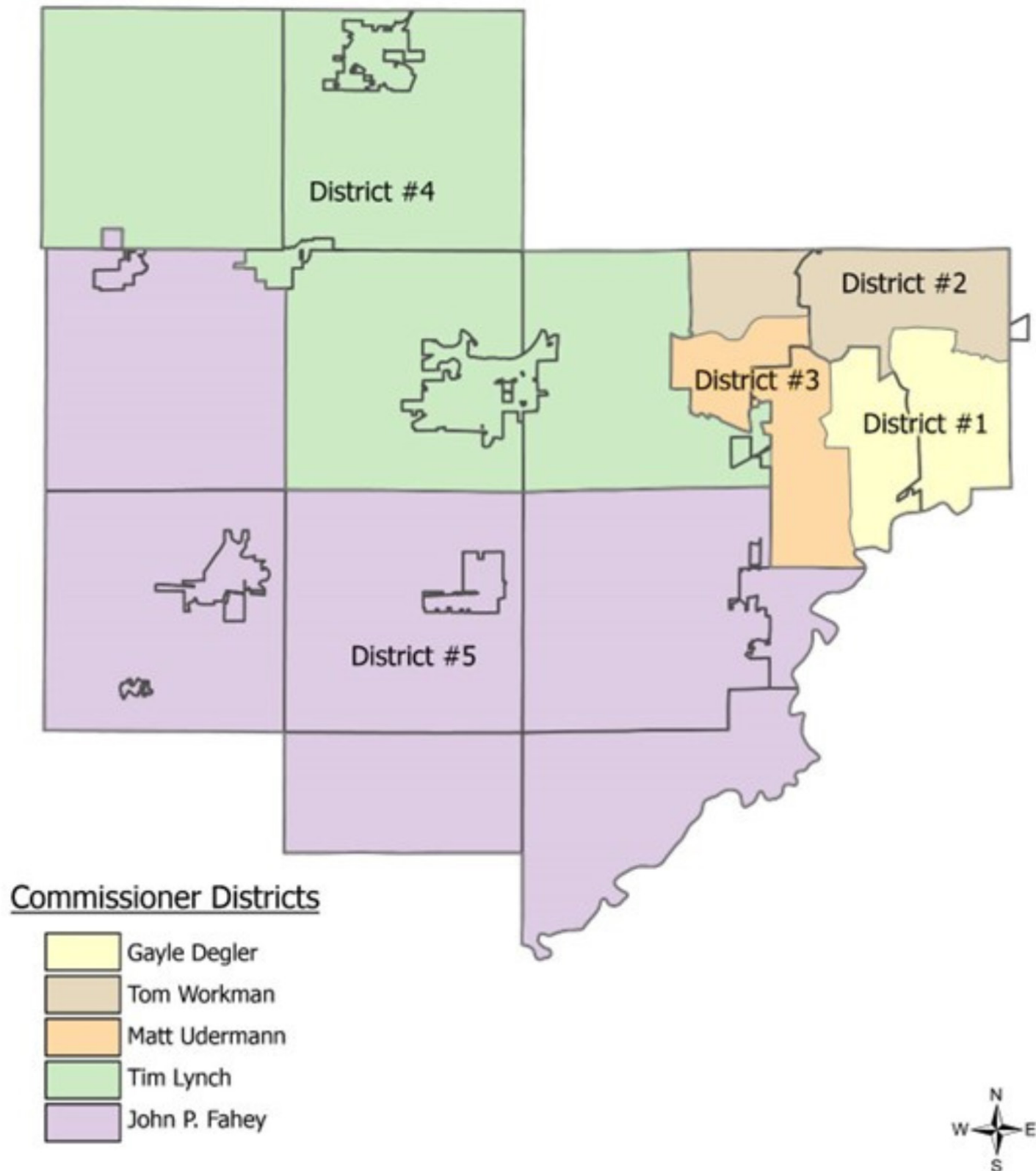
“Active Efforts” will require the County to provide financial support to MAAFPA families with dollars for transportation (e.g., gas cards), housing (rent, utilities, mortgages), and household and daily living expenses, for example. The County will need to financially invest in creating culturally specific services and securing culturally specific providers to meet the requirements of the law.

Sixteen separate and distinct elements are currently not built into SSIS (the state software) that are required as a part of MAAFPA. With anticipating an increase in expenses, services, data analysis, and contracting, investments in administrative support will be required to meet office support, program oversight, and billing requirements.

## REQUESTED POSITION

- Allocate adequate funding to counties during the 2025 legislative session (since it is a budget year) to meet the basic requirements of the law when it goes into effect statewide on January 1, 2027. Carver County has evaluated the current cases that would fall under MAAFPA, if it were effective today, and estimates an additional cost to the county of **\$2.8 million** to implement and meet MAAFPA statutory requirements.
- Allocate funding to the State of Minnesota to update software (SSIS) to allow for efficient capture of the data required under the law.

# CARVER COUNTY MAP OF DISTRICTS



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