



Swift County Development  
HRA/RDA  
301 14th St N, Benson, MN 56215  
320.843.4676  
www.swiftcounty.com

## Notice and Agenda

### **Swift County Housing and Redevelopment Authority**

January 24<sup>th</sup>, 2022 – Regular Meeting

Jury Break Room - 301 14<sup>th</sup> St No Benson, MN

- 1) Call to order
- 2) Approve agenda
- 3) Consent Items
  - a. November 22, 2021 – Board minutes
  - b. Approval of bills
- 4) Action Items
  - a. Mileage and Per Diem
  - b. Requests for Demolition Funds
  - c. Benson SCDP Contract
  - d. Contract for Services
- 5) Director's memo
- 6) Program notes and updates
- 7) Adjournment

**Upcoming Meeting: February 28th, 2022 5:45pm**





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Swift County Housing and Redevelopment Authority  
November 22, 2021 – Regular Meeting  
Jury Break Room - 301 14<sup>th</sup> St No Benson, MN

The Swift County HRA met on Monday, November 22, 2021 at the Swift County Courthouse, Benson, Minnesota. Present at the meeting: Karla Schmidt, Pete Peterson, Deb Kneisl, and Paula Grace. Absent: Julie Commerford, Joan Fust, and Jessy Engleke. Also present: Laura Ostlie and George Eilertson

**Routine Actions:**

Paula Grace made a motion to approve the agenda with the exception of moving action item 4b ahead of 4a, while Karla Schmidt seconded. Motion passed.

A motion was made by Pete Peterson and seconded by Karla Schmidt to approve the minutes from the October 25, 2021 meeting. It passed.

A motion was made by Paula Grace and seconded by Karla Schmidt to approve the bills: Admin #5670-5695 in the amount of \$32,373.04 and Housing Choice Voucher #29664-29707 in the amount of \$24,970. Motion passed.

**Action Items:**

A motion was made by Paula and seconded by Karla to approve the issuance by the HRA of its \$2,685,000 Limited Tax Essential Function Bonds. The new refunding bonds for \$1,580,000 will mature 2/1/33. Motion was approved.

Paula made a motion the motion, while Karla seconded the motion, to approve the recommended 2022 Section 8 Payment Standard Schedules. Motion passed.

A motion was made by Karla to purchase tax forfeited property parcel 23-0002-000 for up to \$4,000 from Swift County. Pete seconded the motion and the motion passed.

Pete made the motion to approve the Revolving Loan Fund Policy and Checklist revisions as recommended, while Paula seconded the motion. Motion passed.

A motion was made by Karla to have the HRA submit the annual Minnesota City Participation Program on behalf of Swift County. Paula seconded the motion, motion passed.

**Consent Items:**

The Directors' memo and program notes were reviewed.

The meeting was adjourned by Deb Kneisl following a motion by Paul and a second by Pete.

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Joan Fust

Date







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## Action Item

**A. Subject**

2022 Mileage

**B. Summary**

Members of the HRA Board may receive reimbursement for necessary travel while doing business for the HRA

In 2021, the Swift County HRA approved the mileage reimbursement that was set by the IRS established rate of 56 cents per mile.

**C. Fiscal Impact**

Yes

**D. Recommendations/Request**

Recommendation to utilize the 2022 IRS established rate of 58.5/mile

**E. Attachment**

None

**F. Prepared By**

Laura Ostlie





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## Action Item

**A. Subject**

Demolition Requests

**B. Summary**

Property owners of 331 East Thielke and 629 Reuss Ave, both of Appleton have been approved and financially reimbursed by the City of Appleton for demolition projects that took place. Both residential properties have supplied all of the correct application documentation to meet the criteria for the Swift County Demolition Program.

**C. Fiscal Impact**

Yes

**D. Recommendations/Request**

Recommendation to approve residential demolition funding for projects located at:

- 331 East Thielke, Appleton
- 629 Reuss Ave, Appleton

**E. Attachment**

No

**F. Prepared By**

Laura Ostlie





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## Action Item

**A. Subject**

Benson Small Cities Development Program Grant Administration Contract

**B. Summary**

The Upper Minnesota Valley Regional Development Commission has requested the HRA to provide field administration for the current Benson Small Cities Development Program. This rehabilitation grant has a goal of 20 owner-occupied projects and will go through December 31, 2024. The HRA will be reimbursed \$2,300 per project completed.

**C. Fiscal Impact**

Yes

**D. Recommendations/Request**

Recommendation to approve SCDP contract with the UMRDC.

**E. Attachment**

Yes

**F. Prepared By**

Laura Ostlie





Upper Minnesota Valley  
**REGIONAL DEVELOPMENT COMMISSION**  
Helping Communities Prosper

323 W. Schlieman Ave. Appleton, MN 56208 320.289.1981 www.umvrdc.org

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CONTRACT FOR SERVICES

Between

Upper Minnesota Valley Regional Development Commission

and

Swift County The HRA

FY22-13

The parties to this Contract for the administration of a Small Cities Development Program grant for Commercial and Housing Rehabilitation are the Upper Minnesota Valley Regional Development Commission hereinafter referred to as "UMVRDC", and The Swift County HRA, hereinafter referred to as the "HRA".

1. Contract Term. The term of this Contract is from August 24, 2021 through December 31, 2024.
2. Independent Contractor. For the purpose of this Contract, The HRA shall be deemed an independent contractor and not an employee of the UMVRDC. Any and all employees of The HRA or other persons while engaged in the performance of any work or services required by The HRA under this Contract shall not be considered employees of the UMVRDC; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or admission on the part of said employees of The HRA shall in no way be the obligation or responsibility of the UMVRDC.

Administrative Terms. In consideration of financial reimbursement, The HRA agrees to provide residential owner-occupied rehabilitation services as provided by the Benson Small Cities Development Program Grant Agreement CDAP-20-0043-O-FY21.

For the purpose of this Contract, the following costs will be incurred by The HRA:

- a. Total personnel salary costs actually incurred by The HRA for time expended;

- b. Travel expenses at a rate of the federal mileage rate;
- c. Recording fees expense; and
- d. Office expense.

The UMVRDC agrees to pay The HRA as follows:

- o \$2,300/unit for rehabilitation of 20 owner-occupied units

The HRA agrees to submit to the UMVRDC a billing for administration costs with documentation showing each completed activity.

Further, the UMVRDC's auditor may upon proper notice given and during normal working hours, 8:00 a.m. to 4:30 p.m. Monday through Friday, view The HRA's accounts and records related to funds provided under this Contract. In addition, The HRA will give the U.S. General Accounting Office, the U.S. Department of Housing and Urban Development, the Legislative Auditor, the State Auditor's Office, through any authorized representative, access to and the right to examine all records, books, papers and documents related to the grant.

All of the services hereunder will be performed by The HRA personnel who shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

The HRA will comply with the Minnesota Government Practices Act, Chapter 13, and the Conflict of Interest Provisions of Minnesota 471.87 - 471.88.

The UMVRDC agrees to submit payment request forms to the Department of Employment and Economic Development in a timely manner in order to ensure payment of costs incurred by The HRA for the city of Benson, Comprehensive Rehabilitation Project.

The HRA agrees to undertake rehabilitation responsibilities as set forth in the SCDP Work Program hereto attached and marked "Attachment A". The HRA will house all individual files. The UMVRDC shall have full access to all records relating to the performance of this Contract, and upon completion of program, The HRA will turn over all files to the city of Benson, if requested by that city.

All rehabilitation loan repayments received by the city of Benson will be used as follows; funds received during the active phase of the project will be used to rehabilitate eligible businesses in the same manner as outlined in the owner-occupied procedural guidelines adopted by the city, or if the project is closed the funds will be used to help address future rehabilitation needs in the exact same manner as outlined in the attached guidelines.

3. Repayment Agreement. The city of Benson and The HRA mutually agree that a repayment agreement shall be executed in the name of the city of Benson as



mortgagee securing each loan of monies provided under the SCDP Grant to individual property owners for Commercial Rehabilitation purposes. In regard to such mortgages and assignments, The HRA agrees to prepare all documents and obtain all necessary signatures required for proper execution of such documents and record the same at the County Recorder's Office.

4. Hold Harmless and Indemnification. It is further agreed that The HRA shall defend and save UMRDC harmless from any claims, demands, actions or causes of action arising out of any act or omission on the part of The HRA, its agents, servants or employees in performance of, or with relation to, any of the work or services provided to be performed or furnished by The HRA under the terms of the contract.
5. Anti-Trust. The HRA hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from anti-trust violations that arise under the anti-trust laws of the United States and the anti-trust laws of the State of Minnesota.
6. Compliance with Laws. In performing the provisions of this Contract, The HRA agrees to comply with all federal, state or local laws, and all applicable rules, regulations or standards established by any agency of such governmental units, which are now or hereafter promulgated.
7. Contractor and Sub-Contractor with State and Federal Laws. The HRA shall include in any contract or subcontract, in addition to the provisions to define a sound and complete agreement, such provisions as to assure contractor and subcontractor compliance with applicable state and federal laws.
8. Binding on Successors and Assigns. This Contract shall be binding upon any successors or assignees of the parties.
9. Termination. Each party reserves the right to terminate this Contract if the other party inexcusably fails to perform any of the provisions hereof. Such termination shall occur thirty (30) days after the receipt by either party of written notice specifying the grounds thereof, unless, prior to said date, the alleged nonperformance of the provisions of this Contract have been corrected.
10. Amendment. This Contract may be amended in writing upon mutual consent of both parties.

11. Total Agreement. This Contract, as well as Attachment A, which is attached hereto and incorporated herein by reference, shall constitute the entire Contract between the parties and shall supersede all prior oral or written negotiations.
  
12. The HRA Minnesota Tax ID and Federal Employer ID Requirements. You are required by Minnesota Statutes, Section 270.66 to provide your Minnesota Tax Identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and to pay delinquent tax liability. This Contract will be available to federal and state authorities and state personnel involved in the payment of state obligations. This Contract will not be approved unless these numbers are provided.

ACCEPTANCE

The UMRDC and The HRA accept this Contact. The parties hereto have caused this contract to be duly executed.

UPPER MINNESOTA VALLEY REGIONAL DEVELOPMENT COMMISSION

Minnesota Tax ID No. 6531504

Federal Tax ID No. 41-1236376

\_\_\_\_\_  
Executive Director  
UMVRDC

\_\_\_\_\_  
Date

SWIFT COUNTY HOUSING AND REDEVELOPMENT

Minnesota Tax ID No. \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

Attachment A

Swift County HRA - UMRDC CONTRACT  
SCDP WORK PROGRAM

Swift County HRA

- A. The HRA shall establish and maintain files and records required under the Small Cities Development Program, in compliance with the requirements of the program, particularly the items listed in the approved application.
- B. The HRA shall provide advice and assist in implementing programs included in the project, as defined in the grant application.
- C. The HRA shall provide advice and assist the UMRDC in meeting the requirements of the Small Cities Development Program and other applicable federal laws and regulations including but not limited to Civil Rights, Data Privacy, Fair Housing, Section 3 (limited to file forms), Inspections, and Financial Packaging.
- D. The HRA provide advice and assist the UMRDC concerning budgetary, financing, programmatic, and operational issues and problems, including assistance in preparing budget estimates, budget revisions (if necessary), and financing recommendations.
- E. The HRA shall be responsible only to the UMRDC for the activities of the Work Program and will have sole authority to carry out the activities in a manner prescribed by the Work Program under this agreement for services.
- F. The HRA will notify the UMRDC upon final completion of each rehabilitation project in a timely fashion for submission of the Final Compliance Report.
- G. The HRA provide the information for the SCDP annual progress report that corresponds to the program activities they are responsible for and submit that portion of the annual report to the UMRDC by the date requested.
- H. Bills are to be delivered to the UMRDC by 3pm the Monday before requests are due to DEED. Swift County HRA will notify the UMRDC if there are no requests for a specific request period or if more time is needed for a request. A disbursement payment request calendar will be provided.
- I. The HRA shall complete the owner-occupied projects utilizing SCDP amounts as outlined in the procedural guidelines:
  - 1. Owner Occupied Rehab projects utilizing \$25,000 of SCDP funds in a two-tiered system:

- a. Homeowners with a household income in the range of 50% or less Area Median Income are eligible for 100% of project costs to be in the form of a deferred loan.
- b. Homeowners with a household income in the range of 51% - 80% Area Median Income are eligible for 90% of project costs to be in the form of a deferred loan.

The HRA will maintain a list of projects interested in using a lesser amount. The HRA will use the procedural guidelines to utilize the remaining funds.

- J. The HRA will share the monthly progress reports with the UMRDC in order to track progress to meet the goals set in award.
- K. The HRA shall provide information to the UMRDC for the second public hearing and attend the hearing if necessary.
- L. The HRA shall provide advice and assist in coordinating and carrying out activities involving other public and private entities, which are pertinent to achieving, expressed development objectives.
- M. The HRA shall provide advice and assist in preparing needed graphic and narrative materials pertinent to program objectives.
- N. At the completion of the project, The HRA shall provide the information for the final progress report that corresponds to the program activities they are responsible for and submit that portion of the annual report to the UMRDC by the date requested.



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## Action Item

**A. Subject**

Contract for Services

**B. Summary**

The Swift County HRA contracts with Tim Mooberry for completion of required scopes of work within our rehabilitation programming. In the past he had been compensated at an hourly rate, but is now proposing a \$300/scope of work prepared for our projects. If a change order is needed outside of the original documents prepared, a \$35/hr charge would then be put into play.

This proposed contract agreement does align within the current budgeted contractual services of the HRA and is comparable to historical compensation.

**C. Fiscal Impact**

Yes

**D. Recommendations/Request**

Recommendation to approve a compensation of \$300/per rehabilitation scope of work and a \$35/hr charge for any change orders prepared.

**E. Attachment**

No

**F. Prepared By**

Laura Ostlie





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Date: January 24, 2022  
From: Laura Ostlie – Swift County HRA  
RE: Director's Update

**Housing Assistance Council-HRA** with the assistance of Swift County Veterans Service Office applied for a \$30,000 grant to assist Swift County Veterans with critical home repair and rehab needs.

**Gra Mar Courts-** Have received approval of acquisition of property. Awaiting closing letter and scheduled date.

**Housing Developments-**Meetings have taken place with multiple housing developers and/or city staff during the last few months for properties located in Kerkhoven, Appleton, and Benson.

**Audit-** HRA staff have been working with CLA staff through the fiscal audit

**HRA Audit-** Currently in the auditing process with Clifton Larson Allen.

**Small Cities Development Program (SCDP)-**Letters will be going out City of Benson residents that submitted intent to participate documents as the rehab program will be kicking off in the coming months. Have been working with UMRDC staff and City of Benson staff around the policies and processes.

**Local Housing Trust Fund-**As in previous years, the RDA split the December CVEC distribution with the HRA. As you recall, any distributions moving forward will be utilized within the established Local Housing Trust Fund. The HRA's portion of the distribution was in the amount of \$54,450.

**Swift County Housing Study-**Swift County RDA has already approved to contribute \$5,000 to an upcoming county-wide housing study. The most recent study was completed in 2015 and the HRA has received requests from multiple developers for an updated document. Requests for contribution to the study have also been sent to the cities of Appleton, Benson, and Kerkhoven.



## Minnesota Housing Finance Agency Deferred Loans

For: January 2022

**Project Goal:** to provide low interest loans and deferred loans to eligible homeowners to correct deferred maintenance items, or deficiencies affecting safety, habitability, accessibility, or energy consumption of the property.

Measurable accomplishments:

### Swift County Revolving Loan/Emergency Loan Program

Address	Amount of loan	Parcel #	End Date
241 South Miles, Appleton	\$3,629.00	22-0233-000	2021
501 16 <sup>th</sup> Street S, Benson	\$4,221.00	23-0486-000	2021
910 105 <sup>th</sup> St SW, Danvers	\$6,250.00	21-0136-000	2022
513 17 <sup>th</sup> St N, Benson	\$3,600.00	23-1195-000	2022
49 East Sorenson, Appleton	\$6,250.00	22-0156-000	2023
43 East Sorenson, Appleton	\$6,250.00	22-0155-000	2024
235 East Rooney, Appleton	\$6,053.00	22-0461-000	2024
315 Clara Avenue, Murdock	\$6,250.00	29-0025-000	2024
500 12 <sup>th</sup> St N, Benson	\$5,061.00	23-0636-000	2025
431 West Rooney, Appleton	\$6,019.00	22-0365-000	2025
701 12 <sup>th</sup> St S, Benson	\$1,936.00	23-0396-000	2026
820 13 <sup>th</sup> St N, Benson	\$4,259.00	23-1362-000	2027
405 4 <sup>th</sup> St S, DeGraff	\$6,250.00	26-0101-000	2027
280 10 <sup>th</sup> St NE Benson	\$2,143.00	20-0074-000	2027
404 Montana Ave, DeGraff	\$6,250.00	26-0103-000	2028
230 Sligo St, Clontarf	\$6,250.00	24-0013-000	2027

**Demolition Fund:**



## **Small City Development Program**

**Benson:** working with City to get our priority listing now

**Kerkhoven/DeGraff:** The goal is 15 houses.

We were approved extending the grant for 12 months. The new deadline is September 30, 2022.

- 4 projects in DeGraff-
- 2 finalized & approved for payment
- 1 project in DeGraff starting project
- 1 project in DeGraff is out for bids

- 10 projects in Kerkhoven
- 4 finalized & approved for payment
- 1 is finalizing soon to send for payment
- 2 waiting for contractors
- 3 are out for bids

**Appleton Small City:** The goal is 18 houses. Deadline for this is 12-31-2023

- 15 projects in Appleton
- 1 finished the project!!!
- 3 are starting/working on their projects
- 8 are out for bids (connected in December with some to see if they were canceling but haven't heard a definite answer)
- 2 sent for lead testing
- 3 waiting for additional paperwork

## **Federal Home Loan Bank - SHIP– Goal 20 homes – 10 Special Needs**

We did get an additional extension on our remaining 10 homes not completed by December deadline. We now have until June to finalize those remaining. Of the 10 not completed in December, we have 6 now remaining. 3 are finished & we are waiting for either lead clearance or paperwork. The others are waiting for supplies to finish their projects.

### **MHFA-deferred loans**

Loan #1	Rural Benson	Finalized (NS)
Loan #7	Holloway	Finalized– (SR)
Loan #8	City of Benson	Finalized – (AM)
Loan #9	City of Benson	Closed working on project– (SB)

## Multi-Family Housing: January 2022

### Murdock

Unit	1	Leased
Unit	2	Leased
Unit	3	Leased
Unit	4	Leased

### Appleton

510 - Leased  
512 - Leased  
514 - Leased  
516 – Leased (new tenant in Jan.)

### Benson Phase 1

960 Ada Ave	Leased
965 Ada Ave	Leased
970 Ada Ave	Leased
975 Ada Ave	Leased
980 Ada Ave	Leased
985 Ada Ave	Leased
990 Ada Ave	Leased
995 Ada Ave	Leased

### Benson Phase 2

915 Ada Ave	Leased
920 Ada Ave	Leased
895 Ada Ave	Leased
885 Ada Ave	Leased
905 Ada Ave	Leased
940 Ada Ave	Leased
930 Ada Ave	Leased
920 Ada Ave	Leased
925 Ada Ave	Leased
935 Ada Ave	Leased
945 Ada Ave	Leased
950 Ada Ave	Leased
955 Ada Ave	Leased

### Benson Phase 3

825 Ada Ave	Leased
835 Ada Ave	Leased
845 Ada Ave	Leased
855 Ada Ave	Leased
865 Ada Ave	Leased
875 Ada Ave	Leased

### Garages

Garage 1	HRA
Garage 2	Leased
Garage 3	Leased
Garage 4	Leased

### Plumbing repairs:

### HVAC:

**Garage Doors:** a couple garage door springs were fixed

### Windows:

### Electrical:

### Lawn Care:

**Snow Removal:** a few issues were called in at the beginning of the winter season but I think between HRA & contractor communication, things are going smoother

**Leasing:** all units full at this time

**Carpentry:** did some repairs at Appleton unit (tenant paid)

**Flooring:** Replace of flooring in two units

### Insurance:

### Appliances:

### Pets:

## Section 8 Rental Assistance Program

For: January 2022

*Project goal: to offer expanded opportunities for rental assistance to lower income families by utilizing decent, safe, and sanitary existing housing units.*

Measurable accomplishments:

### Effective January 2022

4 - Annual exam

19 - Interim exam

0 - New lease

1 - Zero HAP

2 - Shopping

0 – leaving the program -

0 – Porting in

0– Absorbed by another county

0 - Bridges - shopping

0 - Porting out

0 - absorbed -

0 - transfers

### Housing Assistance Payments for January, 2022

Total HAP/URP payment           \$24,010

Total Admin fee                   \$ 4,094

HAP and URP paid out           \$21,021

Port - In                               \$

Port - In admin fees               \$       0

Port – Out                             \$

Port – Out Admin fee               \$

Percentage of 83 vouchers used       68/83   83%

Percentage of HAP/URP used