



**City of North St. Paul
Housing & Redevelopment Authority
Special Meeting Agenda**

**August 29, 2024
5:15 PM**

The Housing and Redevelopment Authority meeting will be conducted on **August 29, 2024** at 5:15 p.m. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

You can watch the meeting on our YouTube channel here [**tinyurl.com/NSPYouTube**](https://tinyurl.com/NSPYouTube)

I. Call to Order

II. Roll Call

John Monge, Chair
Tim Cole, Commissioner
Cassidy Schweer, Commissioner
Lisa Wong, Commissioner
Jason Nordby, Commissioner
Brian Frandle, Executive Director

III. HRA Action Items & Recommendations

A. Approve 2024-2025 Joint Powers Agreement for Student Built Home Program

IV. Adjournment

The next regularly scheduled Housing & Redevelopment Authority meeting is TBD



To	Date
Honorable Mayor Monge and City Council	August 29, 2024

Agenda Placement # III.A

HRA Action Items & Recommendations

Subject

Approve 2024-2025 Joint Powers Agreement for Student Built Home Program

Background/Facts

See attached Staff report

Recommended Action

Recommend approval of the 2024-2025 Joint Powers Agreement for the Student Built Home Program

Attachments

1. 24.8.20 CC - JPA Student Built Home Program 2024-25 Staff Memo
2. NSP ISD 916 Joint Powers Agreement Student Build Home 2024-25

Respectfully submitted,
Riley Grams, Community Development / Community Services Director

City Council Staff Report



**NORTH
ST. PAUL**

Report To: North St. Paul City Council

Report From: Riley Grams, Community Development Director

Meeting Date: August 20, 2024

Agenda Item: Approve 2024-2025 Joint Powers Agreement for Student Built Home Program

Action Requested: Motion Discussion Public Hearing
Form of Action: Resolution Ordinance Contract/Agreement Other

RECOMMENDED ACTIONS

Motion to approve the attached City of North St Paul and ISD 916 Student Built Home Program Joint Powers Agreement 2024-25

BACKGROUND

The City of North St Paul and the Northeast Intermediate School District 916, on behalf of the Career Technical Center (CTC), entered into a Joint Powers Agreement beginning in 2004 to establish the City of North St Paul’s Student Built Housing Program (SBHP). The program is a mutually beneficial arrangement where CTC technical high school students receive on-the-job home building and remodeling experience. The program has involved the remodeling of existing homes as well as new construction of single-family homes on properties provided by the City, and eliminates hazardous buildings, expands the City’s single-family housing stock, and expands the available tax base. The City and School District is expected to begin construction on their fifteenth project this fall.

The School District has approached the City to consider entering into an updated Joint Powers Agreement for the 2024-2025 school year. The attached Joint Powers Agreement follows previous JPAs that have been approved in the past, and include general scope of work commitments, construction costs, insurance, and liability issues. The attached JPA has been reviewed by the City’s legal department and the City Manager.

The City Council should consider approving and entering into the 2024-25 Joint Powers Agreement for the City of North St Paul and ISD 916 Student Built Home program.

ATTACHMENTS

City of North St Paul and ISD 916 Student Built Home Program Joint Powers Agreement 2024-25

**BUILDING CONSTRUCTION
JOINT POWERS AGREEMENT**

AGREEMENT made this ___ day of _____, 2024, by and between the City of North St. Paul (City), a Minnesota Municipal Corporation, and the Northeast Intermediate School District 916, on behalf of the Career and Technical Center (CTC); and,

WHEREAS, the City is undertaking certain redevelopment activities in the City by which it acquires certain properties for improvements and resale; and,

WHEREAS, NE Metro Intermediate School District 916 is a state agency; and,

WHEREAS, both entities have the authority to enter into joint powers agreements pursuant to Minnesota Statutes, Section 471.59, Subdivision 10; and,

WHEREAS, CTC is a technical high school which offers courses in building trades, training men and women be competent employees in all fields of construction; and,

WHEREAS, the City has acquired title to certain property located at 2007 6th Str N, North St. Paul and legally described in Exhibit "A", attached hereto, (the "premises"); and,

WHEREAS, CTC desires to construct a single family residence on the premises to provide on-the-job home building and remodeling experience to its students; and,

WHEREAS, City and CTC desire to effect certain improvements on the premises, and CTC desires *to* perform same in accordance with the terms, covenants and conditions hereinafter set forth.

NOW THEREFORE BE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

1. **General Scope of Work.** The City will contract with an architect to prepare plans conducive to the lot and neighborhood with advice from CTC. Copies of the plans shall be initialed by each of the parties hereto, shall be in the possession of each of the parties, and are incorporated by reference in this Agreement. CTC and City will agree on approval of the plans before commencement of construction. CTC and the City will work cooperatively in selecting contractors and subcontractors which will be utilized in the course of the construction referred to herein. CTC undertakes to perform all the necessary work, assist in arranging subcontractor scheduling, and to furnish all the necessary labor, and equipment, and City will supply materials in order to construct a single-family dwelling in accordance with the plans within the time constraints of the commencement of the project as related to the beginning of the school year and the end of the school year. The City shall pay for all permits and building inspection fees. CTC will comply with applicable building and zoning codes.
2. **Independent Contractor.** CTC represents to the City that it is a technical secondary center and that students of the school will perform the work provided for herein and that these students will be properly supervised by the instructional staff of CTC. CTC will operate as an independent contractor and not as the agent of the City.
3. **Proof of Payment of Mechanic's Liens.** City will provide payment for all subcontractors, materialmen, and any other persons performing labor or services with prompt payment in

accordance with their respective contracts. CTC shall assist with obtaining the following to the City at the time of payment in accordance with Section 5 below, to-wit

- a. A sworn construction statement listing all subcontractors and materialmen who performed work or supplied material under this contract and the amounts of their subcontract or material.
 - b. Lien waivers from all subcontractors and materialmen listed in Subparagraph (a) for all work listed thereon.
 - c. Invoices for material, subcontract work and other will be approved by both CTC instructor and City representative.
 - d. Payments shall be made by City within thirty (30) days after City receives an invoice from subcontractors, materialmen, and any other persons performing labor or services hereunder.
4. **Contract Costs.** All work, equipment and labor will be furnished and performed by CTC Construction Occupations, City will assume direct costs incurred in completing construction, including, but not limited to, the costs of the plans, materials, supplies, permits, inspection fees, and contractor or subcontractor fees provided the City will review and approve all quotes in advance of the materials being purchased or work being performed.
5. **Method of Payment.** It is understood CTC and the City will complete a detailed line-item budget with contingencies to the City Manager for approval, and that the City shall finance the work hereinafter referred to. When City sells the property upon which the new home has been constructed by CTC, the City shall be entitled to all proceeds from the sale.
6. **Time of Completion.** CTC shall commence performance of its obligations under this Agreement immediately upon execution of the Building Construction Agreement and CTC shall complete the work described herein in accordance with the plans not later than August 1, 2025, subject to Paragraph 7 of this Agreement, and excepting circumstances beyond the control of CTC, including but not limited to, act of God, COVID-19 pandemic, and ordinary and reasonable construction delays.
7. **Best Efforts of CTC.** Notwithstanding the time set forth in Section 6 hereof for completion of construction, CTC will at all times exert its best efforts to complete construction at the earliest possible time, will at all times furnish sufficient labor, to assure the most efficient and speediest construction progress, and will have a competent instructor on the job during all periods when work is in progress in order to supervise construction.
8. **Insurance.** CTC shall at all times, commencing with the date upon which construction begins, and until completed made in accordance with Section 5 herein, purchase, maintain, and carry the following types of insurance or self-insurance as follows:
- a. Worker's Compensation Insurance fully covering all employees engaged in the performance of this agreement in accordance with Minnesota law. CTC will require its subcontractors to provide evidence of Worker's Compensation insurance on their employees.
 - b. Public liability insurance covering death, bodily injury, and property damage with limits in accordance with the laws of the State of Minnesota. The City of North Saint Paul shall be listed as an additional insured on this policy.
 - c. Risk insurance against damage or destruction to building or premises by fire, windstorm, and other perils covered by standard extended coverage insurance policy including vandalism and malicious mischief, covering all improvements to be erected hereunder and all materials which are on or about the premises, in an amount equal to the full insurable

value of such improvements and materials. Both City and CTC shall be named insured under said builder's risk policy to the extent of their respective insurable interest.

Certificates of Insurance acceptable to City shall be filed with them prior to commencement of the work under this Building Construction Agreement.

9. **Liability.** Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. CTC and City liability shall be governed by the provisions of the Minn. State Chapter 466.
10. **Defense and Indemnification.** CTC agrees to defend and indemnify the City for any liability claims arising from CTC's activities or operations. Nothing in this Building Construction Agreement shall constitute a waiver of statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any party to this Building Construction Agreement for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith. To the fullest extent permitted by law, action by the parties to this Building Construction Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a, for purposes of that statute each party to this Building Construction Agreement expressly declines responsibility for the acts or omissions of any other party to this Building Construction Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of other parties. Nothing in this Building Construction Agreement shall constitute a waiver of statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any party to this Building Construction Agreement for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty or bad faith.
11. **Correcting of Defects.** CTC agrees to promptly perform the work required by this Building Construction Agreement in a good workmanlike manner and City agrees to provide only materials of good quality and suitable for the uses intended. Upon completion of the construction, in accordance with "the plans" and at a mutually convenient date, a representative of City will make a "walk through" inspection of the premises with representative of CTC. The representative of City shall note any defects or flaws in the construction and upon correction of said defects or flaws in the construction by CTC, the possession of the construction shall be turned over to City for payment of utilities and maintenance. A further "walk through" inspection and correction of flaws and defects, if any, shall occur at that time. (All other flaws and defects shall be corrected pursuant to paragraph number 10).
12. **Statutory Warranty.** As "vendor" (seller) of the single-family dwelling structure on the premises, the City shall warrant to all applicable owners the following warranty (referred to herein as the "Statutory Warranty") pursuant to Minnesota Statutes 327 A, in part described as:
 - Subdivision 1. Warranties by vendor. In every sale of completed dwelling, and in every contract for sale of a dwelling to be completed, the vendor shall warrant the vendee that:
 - a. During the one (1) year period from and after the warranty date, the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards.

- b. During the two (2) year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems due to noncompliance with building standards; and
- c. During the 10-year period from and after the warranty date. the dwelling shall be free from major construction defects due to noncompliance with building standards.

City shall refer all claims of statutory Warranty to CTC which shall inspect same and, where appropriate, make repair or replacement with shared responsibility for expense.

- 13. **Applicable Law.** All parts of this Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- 14. **Housing and Redevelopment Act.** Contractors or subcontractors must provide performance bonds, or suitable alternative guarantees of performance acceptable to City, which bonds shall be the same as prescribed by the Minnesota Housing and Redevelopment Act, and all contractors or subcontractors acknowledge that this Agreement shall be subject to the terms of the Minnesota Housing and Redevelopment Act.
- 15. **Cooperation Between Parties.** The parties shall cooperate with each other in the performance of any work required by them respectively, to the end that neither shall cause the other any delay nor interference with the due prosecution of the work of the other in any manner whatsoever.
- 16. **Premises Kept Clean.** CTC shall at all times keep the premises and public streets free from an accumulation of waste materials or rubbish caused by its employees, students, or subcontractors and at the completion of the work shall remove all waste and excess material, rubbish, and equipment so as to leave the work and premises neat, clean and ready for the purpose for which they intended. City will provide a dumpster for this purpose.
- 17. **Data Practices.** Both parties agree that they comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13.
- 18. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered personally or by registered or certified mail, postage prepaid and return receipt requested, as follow (or to such other address as the parties shall designated by Notice to the other in accordance with this section) and shall be deemed to have been given as of the date of personal delivery or as of the date on the receipt or registered or certified mail delivery by the Postal Service.

Northeast Metro Career & Technical Center

Title: Jill Stewart-Kellar, Principal and Assistant Director of Career and Technical Education
Address: 3300 Century Ave North, White Bear Lake, MN 55110
Tel: (651) 415-6510
E-mail: jistewar@916schools.org

City of North St. Paul

Title: Brian Frandle, City Manager
Address: 2400 Margaret Street, North St. Paul, MN 55109
Tel: (651)747-2436
E-mail: Brian.Frandle@northstpaul.org

IN WITNESS WHEREOF, the parties hereto, pursuant to proper authority as granted by the governing boards of the parties hereto, have caused this Agreement to be executed by their properly and duly authorized officers, the day and year first written above.

City of North St. Paul

Northeast Metro 916 Career & Technical Center

By: _____

By: _____

John Monge
Mayor

Val Rae Boe
Superintendent

Date: _____

Date: _____

By: _____

By: _____

Brian Frandle
Executive Director

Jill Stewart-Kellar
Principal / Assistant Director

Date: _____

Date: _____

EXHIBIT A

Property address of 2007 6th Str North s legally described as follows:

PIN# 142922130099

FIFTH ADDITION TO NORTH ST PAUL - Block: 28 - Lot(s) 1, 2, 3, 4, 5, 6, 16, 17