



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

**October 7, 2025
5:45 PM**

The Housing and Redevelopment Authority special meeting will be conducted on **October 7, 2025** at 5:45 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
Dave McKenzie, Commissioner
Cassidy Schweer, Commissioner
Troy Woods, Commissioner
Jason Nordby, Commissioner
Brian Frandle, Executive Director

III. HRA Action Items & Recommendations

A. Saint Paul College Introduction and Approval of the Residential Construction Contract

IV. Adjournment

The next regularly scheduled Housing & Redevelopment Authority meeting is TBD.



To	Date
Housing and Redevelopment Authority Executive Director and Commissioners	October 7, 2025

Agenda Placement # III.A

HRA Action Items & Recommendations

Subject

Saint Paul College Introduction and Approval of the Residential Construction Contract

Background/Facts

The City of North St. Paul and the North St. Paul Housing and Redevelopment Authority proposes to enter into a Residential Construction Contract with Saint Paul College (through the Minnesota State Colleges and Universities system) for the construction of a new single-family home at 2357 7th Avenue East, North St. Paul, MN. The home will be built in collaboration with the College’s Carpentry Program, offering students hands-on experience in residential construction under instructor supervision.

This partnership provides valuable educational opportunities while supporting the City’s housing development goals.

Recommended Action

Staff recommends the approval of the Saint Paul College Residential Construction Contract.

Attachments

- 1. DOCS-#237445-v3-
Saint_Paul_College_and_North_St_Paul_city_RESIDENTIAL_CONSTRUCTION_CONTRACT-_Form_B5_FINAL__10_06_2025

Respectfully submitted,
Brian Frandle, City Manager

RESIDENTIAL CONSTRUCTION CONTRACT

THIS RESIDENTIAL CONSTRUCTION CONTRACT (“Contract”) is effective October 6, 2025 or the date the final signature is obtained, whichever occurs later. This Agreement is by and between City of North St. Paul (a Minnesota municipal corporation), and the North St. Paul Housing and Redevelopment Authority (a public body corporate and politic under the laws of the State of Minnesota) (whether one or more, “Owner”), and the STATE OF MINNESOTA, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Saint Paul College (“College”).

RECITALS

- A. Owner owns fee title to land located in Ramsey County, Minnesota, which has a street address of 2357 7th Avenue East, North Saint Paul, Minnesota, and which is legally described on *Exhibit A* attached hereto (the “Site”).
- B. Owner desires to construct a new residential dwelling and associated improvements on the Site, as specifically set forth in this contract.
- C. Owner and its representatives will serve as the general contractor for the construction of the agreed-upon residential dwelling as specified in this Contract.
- D. College offers a carpentry program course, which is designed to give its students practical experience in constructing residential dwellings and related improvements.
- E. Owner desires to have College’s carpentry program students provide certain carpentry and site operation services in connection with the construction of a residential dwelling and related improvements on the Site, as specifically set forth in this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth in this Contract and other good and valuable consideration, and pursuant to the authority granted in Minnesota Statutes section 136F.36, subdivision 1 (2002), Owner and College agree as follows:

1. **WORK TO BE PERFORMED BY COLLEGE’S STUDENTS; SUPERVISION OF STUDENTS.** Subject to the provisions of this Contract, students enrolled in College’s carpentry program (the “Students”), under the supervision of College’s instructor(s) (whether one or more, the “Instructors”), shall provide usual and customary labor and equipment to accomplish the carpentry work (the “Work”) needed to complete the house as shown on, and in accordance with, the final plans and specifications attached hereto as *Exhibit B* (the “Plans”), which are incorporated into this Contract, as modified by any Change Orders (defined in Section 2 of this Contract) requested by Owner and the municipal building inspector, as applicable. The Work will include all rough and final framing including the roof deck, installation of windows and doors, installation of exterior siding, fascia, trim and soffits, manufacture and installation of all cabinets and bathroom vanities (excluding tops) and finish carpentry and trim work. College anticipates that the Work

will commence on September 8, 2025 (the “Commencement Date”), or as soon thereafter as College deems feasible. Owner acknowledges that the Work is to be performed by the Students, under the supervision of the Instructors, as part of an educational process, and that the Work performed by the Students will to a standard, duty or quality of workmanship that is similar to the standard and quality of workmanship the Owner would expect from licensed contractors and carpenters. and shall be of a good workmanlike manner.

The Instructors shall supervise the Work. Owner agrees that only the Instructors or other employees, representatives or agents of College shall have the right to give instructions and directions to the Students about their Work unless the Owner determines an emergency or an immediate correction to the Work is necessary to prevent safety hazards. Owner shall contact the Instructors regarding any complaints, inquiries or suggestions relating to the Work and/or the actions of the Students. The parties shall communicate in good faith to ensure smooth worksite operation and satisfactory completion of the Work. The College shall coordinate with the Owner and to ensure timely completion of the Work.

2. **CHANGE ORDERS.** If Owner desires any changes or modifications to the Plans, Owner shall discuss the proposed changes with the Instructors. Owner will be responsible for incurring all costs, if any, for any agreed upon change to the approved Plans. The final change shall be reduced to writing and signed by the Owner. Owner shall retain final authority and responsibilities over the plans, designs, and specifications of the Project.
3. **OWNER’S OBLIGATIONS AND RESPONSIBILITIES.** Owner shall act as general contractor in connection with the construction of the improvements shown on the Plans (the “Improvements”), and in addition to other obligations and responsibilities of Owner set forth in this Contract, Owner shall be obligated and responsible for each of the following matters:
 - (a) **Subcontractors.** Owner shall contract or subcontract for all labor and services necessary to complete the Improvements, other than the Work to be performed by the College, including, without limitation, the installation of the footings and foundation for the dwelling, all grading and landscaping, electrical, plumbing, and HVAC installation, utility installation, , painting and staining (except for such priming as may be expressly agreed to in writing by College), and the final cleaning of the dwelling after all construction is complete and inspected. . The providers of all such labor and services (collectively, the “Subcontractors”) shall be duly qualified and licensed, if required by law. Owner shall cause each Subcontractor to perform its work to the Improvements in compliance with all laws and in a good and workman-like manner. Owner shall coordinate with College regarding the order and priority of construction of the Improvements, and shall cause all of the Subcontractors to cooperate with the College so the construction of the Improvements, including, without limitation, the Work, shall

be completed in an orderly manner and in accordance with such schedule as College may require to complete the Work on or before the Completion Date (as defined in Section 7 of this Contract).

- (b) **Vendor Accounts.** Owner shall open accounts in Owner's name with such material suppliers as College may deem necessary. The Instructors shall have the right to charge to such account all materials obtained for the Work. No materials obtained in connection with the Improvements, including, the Work, shall be charged to the College.
 - (c) **Utilities, Other Services and Access.** Owner shall provide at the Site customary utilities and services as generally required for home construction in a reasonable timely manner. Owner shall also provide, on or before the Commencement Date, a roadway or driveway reasonably acceptable to College from an existing public road to that portion of the Site on which the Improvements will be located.
 - (d) **Permits, Approvals and Licenses.** Owner shall obtain, at its own expense, all permits, approvals and licenses necessary to construct the Work, prior to College beginning the Work covered by the permitted Work at the Site.
 - (e) **Soils.** Owner is responsible for the installation of the footings and foundation for the Improvements. As such, Owner assumes full responsibility for the adequacy of the soils on the Site.
 - (f) **Site Preparation.** On or before the Commencement Date, Owner shall grade, set and otherwise have such area ready for construction and shall stake or otherwise mark the Site to denote the location of the Improvements., and Owner assumes full responsibility for any encroachment, set back violation, or other damages or consequences of mis-locating the site.
 - (g) **Compliance of the Plans and Change Orders with Laws.** Owner assumes full responsibility for ensuring the Plans and any agreed upon Change Orders comply with all applicable laws, and with sound building and engineering practices.
4. **OWNER'S REPRESENTATIONS AND WARRANTIES.** To induce College to enter into this Contract, Owner represents and warrants as follows:
- (a) **Authority.** Owner has the power and authority to enter into and perform this Contract. This Contract and the obligations of Owner herein are valid and binding obligations of Owner, and are enforceable in accordance with the terms herein.
 - (b) **Title to Site.** Owner possesses clear and adequate title to the Site enabling it to lawfully construct the Improvements.

- (c) **Financial Ability.** Owner either has funds in Owner’s possession sufficient to pay for the total cost of materials and services to construct the Improvements, or has received a binding commitment from a lender for such funds to pay for such cost as and when due.

5. **INSURANCE; WAIVER OF CLAIMS; INDEMNIFICATION.** At all times during the term of this Contract, Owner and College shall obtain and keep in effect insurance policies for the following coverage relating to the Site and the Improvements:

- (a) insurance against loss or damage by fire, lightening, vandalism, malicious mischief and other perils covered by a policy of “builder’s all risk” property insurance, in an amount not less than the full replacement value of the Improvements; and
- (b) commercial general liability insurance against claims for bodily injury, death and property damage occurring at the Site, which shall provide coverage in the amount of at least \$1,000,000.00 with respect to any occurrence.

At either party’s request, the other party shall promptly provide the requesting party with a true, correct and complete copy of such policies, certificates of insurance for such policies or other evidence of insurance required by this section in a form acceptable to College. The “builder’s all risk” policy required by this section shall provide that any losses shall be payable notwithstanding (1) any act or neglect by Owner or Owner’s agents, representatives, contractors or subcontractors, including, without limitation, College and the Students, the Instructors, and any other representative, employee, agent or student of College, (2) any waiver of subrogation rights by the insured, and (3) any change in title to or ownership of the Site.

Owner hereby releases College and the Students, the Instructors, and any other representative, employee, agent or student of College from any and all liability and responsibility (to Owner or anyone claiming through or under Owner by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverall by a customary “builder’s all risk” policy required by this section, even if such loss or damage shall have been caused by the fault or negligence , except this waiver shall not cover claims for gross negligence or intentional misconduct, of College or anyone for whom College may be responsible, including, without limitation, the Students, the Instructors, or any other representative, employee, agent or student of College.

Owner shall defend, indemnify and hold College and the Students, the Instructors, and any other representative, employee, agent or student of College, harmless from and against all claims, losses, damages and expenses in connection with:

- (i) the inadequacy or illegality of any portion of the Plans and/or any Change Orders;

- (ii) any defects in any materials used to construct the Improvements, unless such defects result from damage caused by the Students or the Instructors; and
- (iii) any actions or inactions relating to the construction of the Improvements by any person other than the Students, the Instructors, or any other representative, employee, agent or student of College.

Owner’s releases and indemnification obligations set forth in this section shall survive the termination of this Contract.

Other than as explicitly stated above, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or elsewhere. The limits of liability for any party may not be added together or combined to determine the maximum amount of liability for any party. Except as expressly provided in this Agreement, this Agreement is intended solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties. Each party agrees that it 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 the other party and the results thereof. The College’s liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

- 6. **INSPECTION OF WORK.** On or before June 15, 2026 [e.g., the date that is ten (10) days before the Completion Date], Owner and the Instructors shall inspect the Improvements to determine what portions of the Work, if any, are defective or remain unfinished. During such inspection, Owner and the Instructors shall prepare a punch list of any defective or unfinished portions of the Work. In addition, at any time and from time to time during the performance of the Work prior to said inspection, if required by either Owner or College, Owner and the Instructors shall inspect the Improvements to determine whether any portions of the Work performed prior to the date of any such inspections are defective.
- 7. **COMPLETION OF WORK.** College shall use good faith efforts to complete the Work (including any punch list items prepared in accordance with Section 6 of this Contract) on or before July 1, 2026 (the “Completion Date”).
- 8. **COMPENSATION, DEPOSIT, SERVICE CHARGE AND REIMBURSEMENT FOR CERTAIN EXPENSES.** Subject to the completion of the Work in accordance with this Contract, and no more than 30 calendar days after the Completion Date of the entire Dwelling and all associated Site Improvements, Owner shall pay College, by electronic funds transfer or by a check made payable to College, a payment of ten thousand five hundred dollars (\$10,500) to be used specifically by the College for their Carpentry program. This payment is based upon the participating number of Students at \$500 per student. .

9. **OPEN HOUSE.** Owner agrees to allow College to conduct a one-day open house at the Site upon completion of the Improvements on a date selected by College, which date must be reasonably acceptable to Owner. Owner shall clean the Improvements so the project Site will be in a suitable condition for such open house; provided that College will remove debris generated by the performance of the Work.
10. **NOTICE TO OWNER.** The following notice is provided by College to Owner pursuant to Minn. Stat. § 514.011, subd. 1:
 - (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
 - (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until one hundred twenty (120) days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.
11. **REPRESENTATIONS AND WARRANTIES.** COLLEGE IS ONLY RESPONSIBLE FOR THE WORK PERFORMED BY THEIR STUDENTS AND ONLY WARRANTS THE WORK COMPLETED BY THE STUDENTS FOR A ONE YEAR (1) PERIOD FOLLOWING THE COMPLETION DATE AS STATED AND IN ACCORDANCE WITH PARAGRAPH 7 ABOVE. WARRANTIES AND CORRECTIONS FOR ALL OTHER WORK AND IMPROVEMENTS NECESSARY TO COMPLETE THE PROJECT ARE THE RESPONSIBILITY OF THE OWNER. OCCUPANCY OF THE IMPROVEMENTS BY OWNER SHALL BE CONCLUSIVE EVIDENCE THAT OWNER HAS ACCEPTED THE WORK "AS-IS," SUBJECT ONLY TO THE COMPLETION OF ANY ITEMS IDENTIFIED IN A PUNCH LIST PREPARED IN ACCORDANCE WITH SECTION 6 OF THIS CONTRACT.
12. **COOPERATION BETWEEN PARTIES.** The Owner and College shall cooperate with each other in the performance of any work required by them respectively, to the end that none of them shall cause the other any unnecessary delay nor interference with the due prosecution of the work of the other in any manner whatsoever.
13. **PREMISES KEPT CLEAN.** College shall at all times keep the premises free from an accumulation of waste materials or rubbish caused by its employees, students, and at the completion of the work shall remove all waste and excess material, rubbish, and equipment so as to leave the work site and premises neat, clean and ready for the purpose for which they intended. The Owner will provide a dumpster on Site for this purpose.
14. **DATA PRACTICES.** Both parties agree they comply with the Minnesota Government

Data Practices Act, Minn. Stat. Chapter 13.

15. **NOTICES.** Any notice required or permitted under this Contract shall be in writing and given by personal delivery upon an authorized representative of a party hereto, or by mailing in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

If to College: Scott Wilson, Vice President of Finance and Operations, or their Successor
Scott.wilson@saintpaul.edu
Saint Paul College
235 Marshall Avenue, Saint Paul, MN 55102

If to Owner: Brian Frandle, City Manager, or their successor
Brian.Frandle@northstpaul.org
City of North St. Paul
2400 Margaret St N., St. Paul, M 55109

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

13. **BUSINESS DAYS.** The term “Business Days” as used in this Agreement means any day other than a Saturday, Sunday or a holiday on which the offices (other than emergency services) of the State of Minnesota are closed. The College and the Owner will communicate and agree upon a schedule for each semester, including but not limited to known non-on-site days, academic breaks, and potential weather-related interruptions.
14. **MISCELLANEOUS.** The section headings or captions appearing in this Contract are for convenience only, are not a part of this Contract and are not to be considered in interpreting this Contract. This Contract, together with the exhibits and the addendum, if any, attached hereto, constitute the entire agreement between the parties, and no other agreements prior to this Contract or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Contract may not be amended or modified except by a written agreement signed and delivered by Owner and an authorized representative of College. This Contract shall be interpreted and governed by the laws of

the State of Minnesota. If any provision of this Contract or the application to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to any other circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. CLERICAL ERROR.

Notwithstanding Clause “Entire Agreement” of this contract, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this contract without executing an amendment. Minnesota State must inform the OWNER of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

16. ENTIRE AGREEMENT.

This contract represents the entire agreement between the parties and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties. This contract may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this contract and any riders, exhibits, addenda, or other document incorporated herein, this contract shall govern.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Owner and College have executed and delivered this Agreement as of the date first written above.

CITY OF NORTH ST PAUL:

COLLEGE:

By: _____

(Print name and title)

STATE OF MINNESOTA
Board of Trustees of the
Minnesota State Colleges and Universities

Date: _____

By: _____

(Print name and Title)

By: _____

(Print name and title)

Date: _____

Date: _____

NORTH ST PAUL HOUSING AND REDEVELOPMENT AUTHORITY:

Verified as to allotment/encumbrance

By: _____

(Print name and Title)

By: _____
Title: _____
Date: _____

Date: _____

By: _____

(Print name and Title)

Date: _____

EXHIBITS:

Exhibit A: Legal Description of Site

Exhibit B: Plans and Specifications

AG:2203358, v. 1

EXHIBIT A

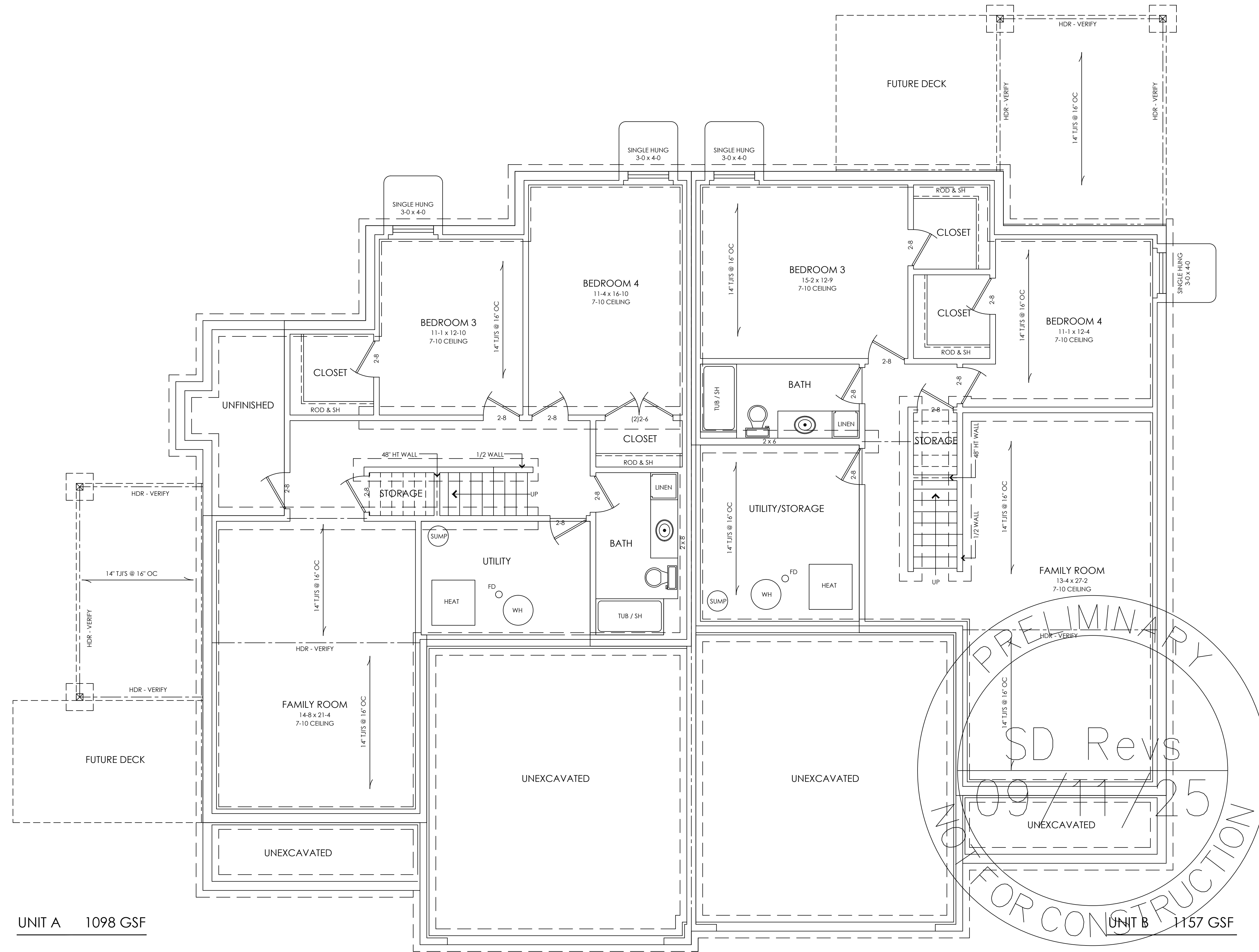
Property Address: 2357 7th Avenue East, North Saint Paul, Minnesota

**Legally described as follows: NORTH ST PAUL PROPER, RAMSEY COUNTY, LOTS 1
THRU LOT 4, BLOCK 5**

PIN: 12-29-22-33-0019

EXHIBIT B

[Attach Plans and Specifications]



UNIT A 1098 GSF

UNIT B 1157 GSF

SD DRAFT

DATE 08/26/25
PROJECT NO. 08-37-9425

DRAWING SCALE

REVISIONS

MARK	DATE	DESCRIPTION

PROJECT TITLE

Twin Home

2357 7th Ave E, North Saint Paul, MN

SHEET TITLE
Unit A & B
Basement Plan

SHEET NUMBER

A1.0

OF 3



NORTH

1/4" = 1'-0"



SD DRAFT

DATE 08/26/25
PROJECT NO. 08-37-9425

DRAWING SCALE

REVISIONS

MARK	DATE	DESCRIPTION

PROJECT TITLE

Twin Home

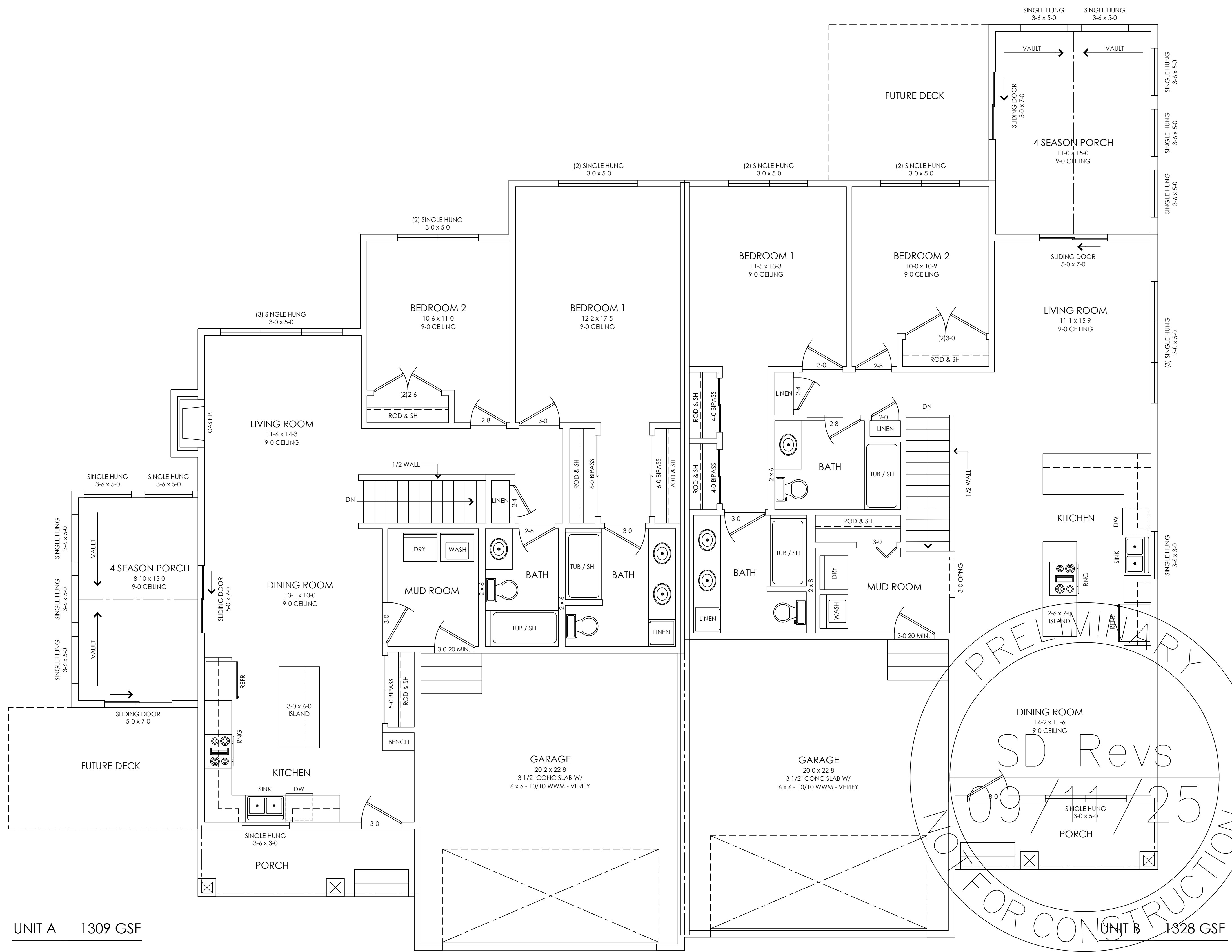
2357 7th Ave E, North Saint Paul, MN

SHEET TITLE
Unit A & B
Main Floor Plan

SHEET NUMBER

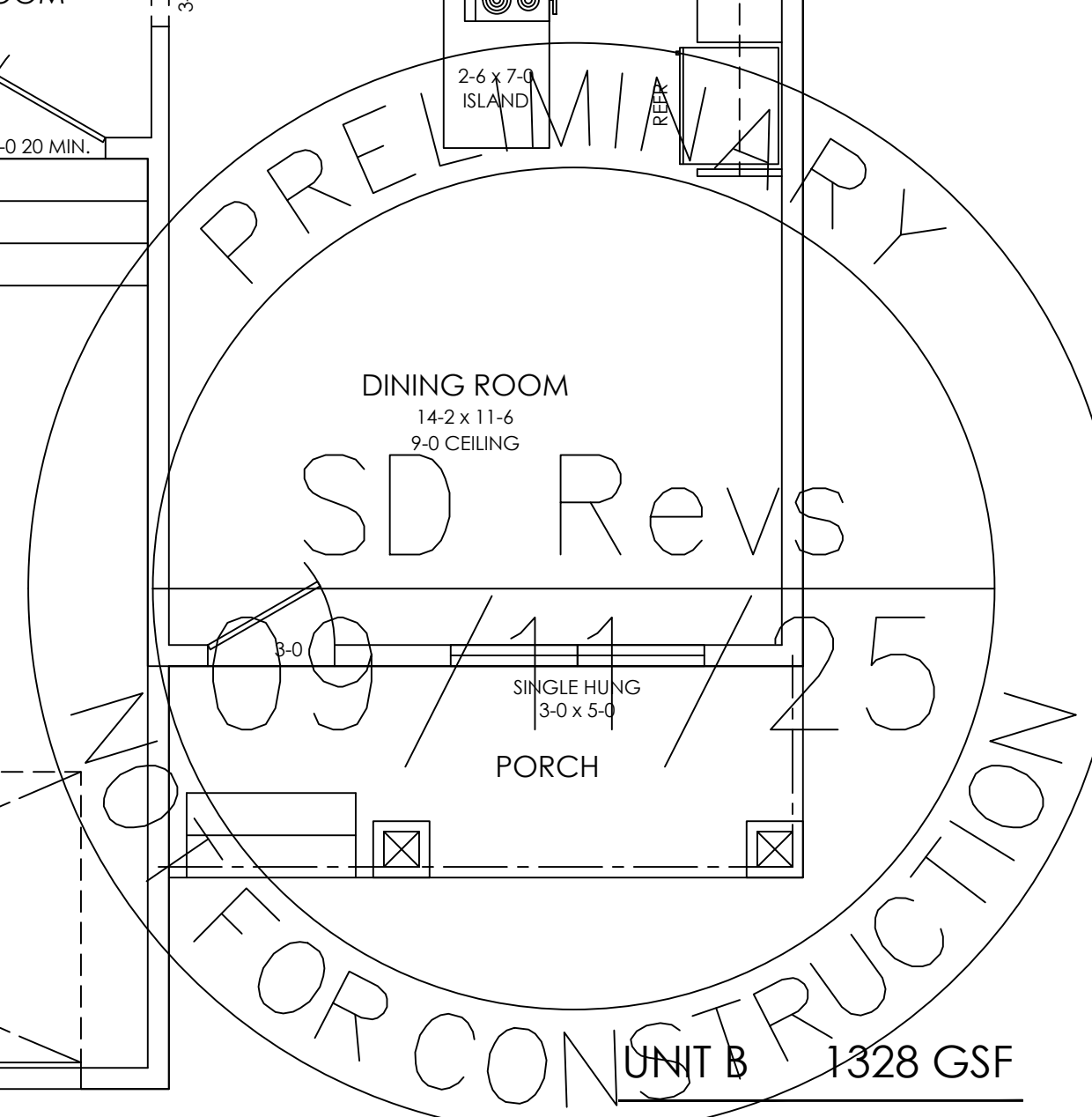
A2.0

OF 3



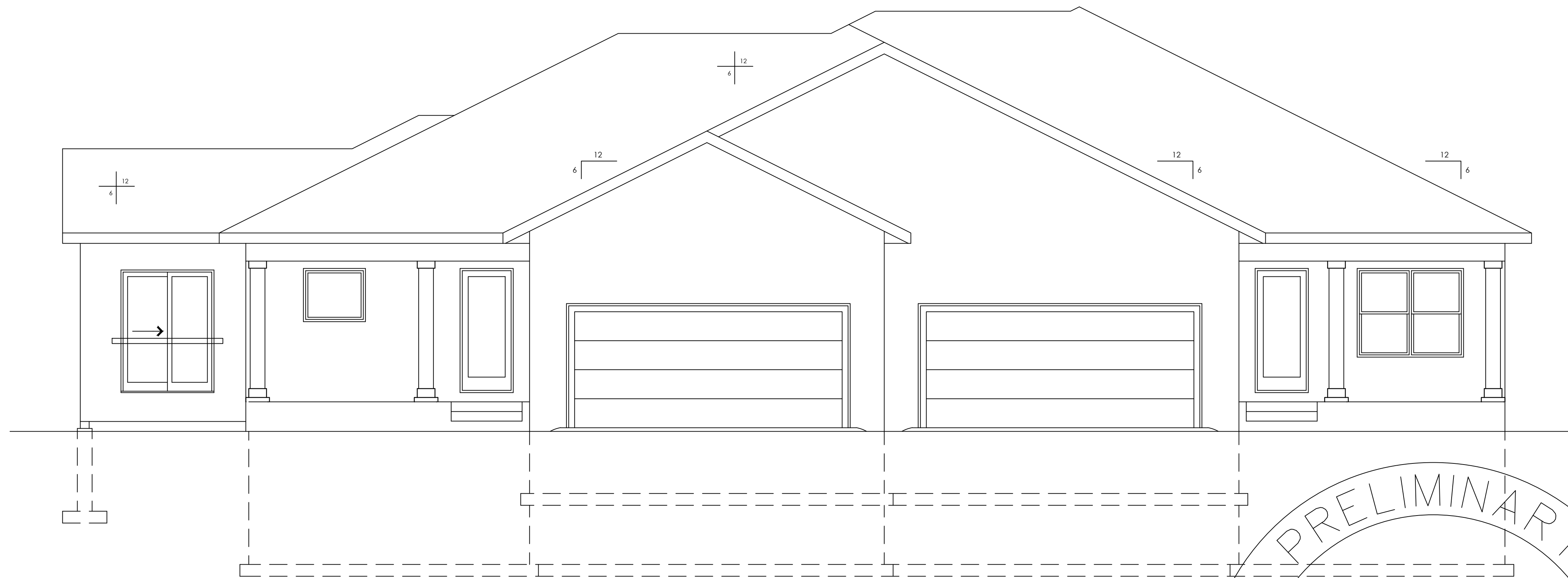
UNIT A 1309 GSF

UNIT B 1328 GSF



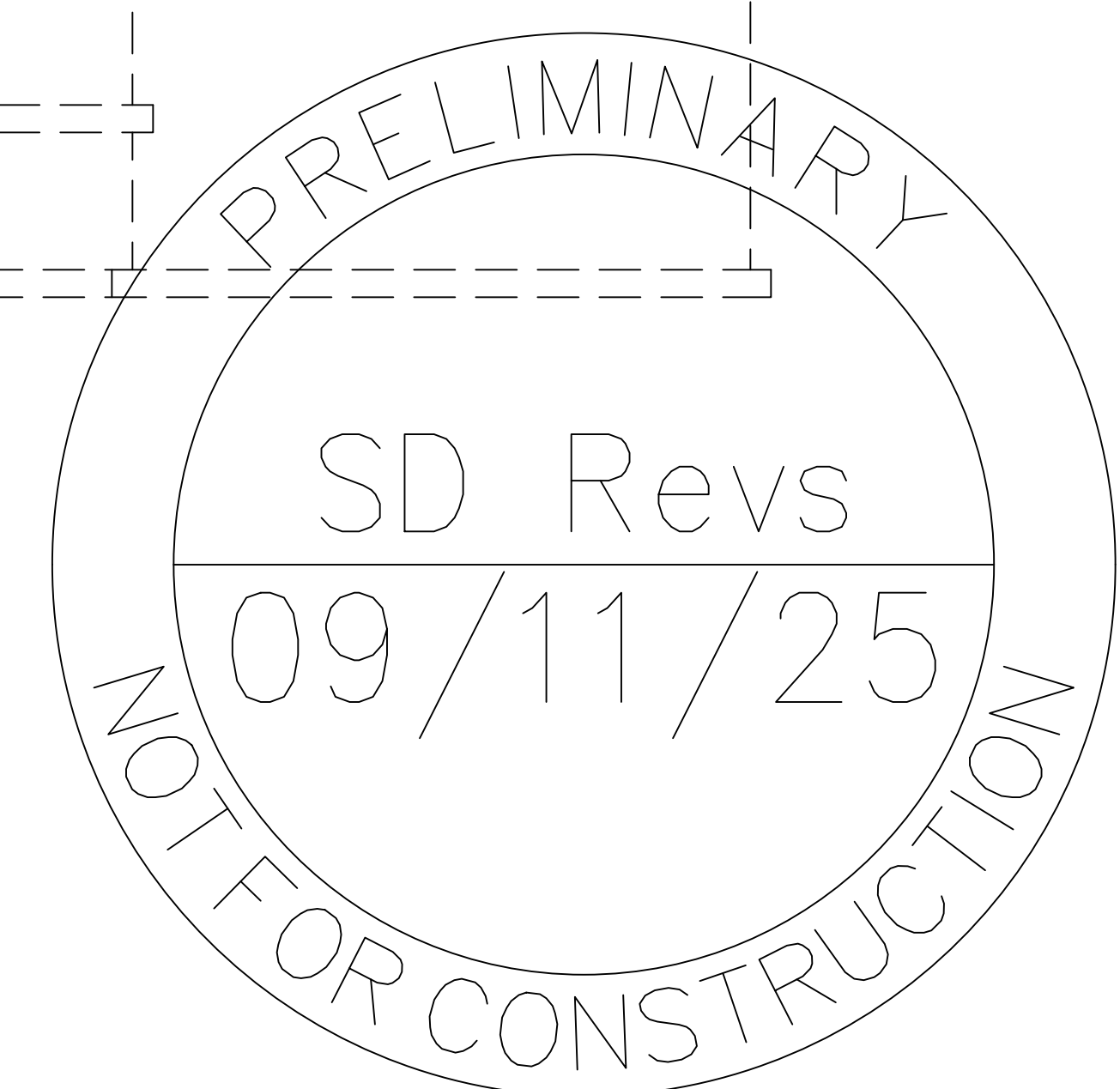
NORTH

1/4" = 1'-0"



FRONT ELEVATION

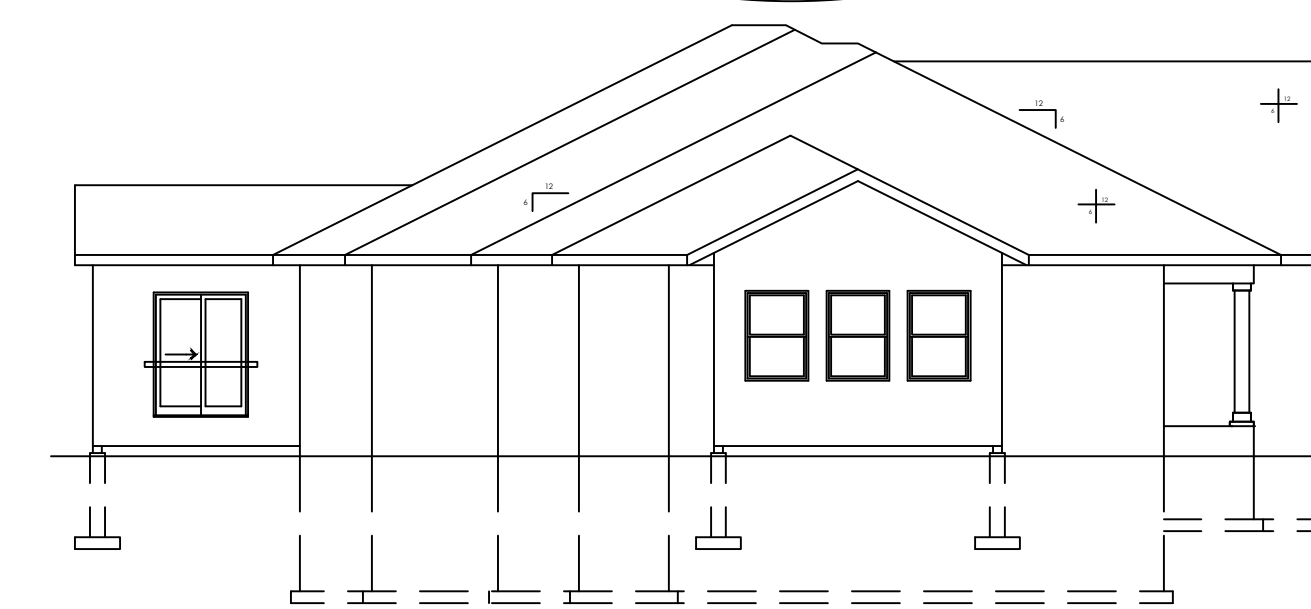
1/4" = 1'-0"



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

SD DRAFT

DATE 09/11/25

PROJECT NO. 08-37-9425

DRAWING SCALE

REVISIONS

MARK	DATE	DESCRIPTION

PROJECT TITLE

Twin Home

2357 7th Ave E, North Saint Paul, MN

SHEET TITLE

Elevations
Unit A & B

SHEET NUMBER

A3.0

OF 3

SD DRAFT

DATE 08/26/25
PROJECT NO. 08-37-9425

DRAWING SCALE

REVISIONS

MARK	DATE	DESCRIPTION

PROJECT TITLE

Twin Home

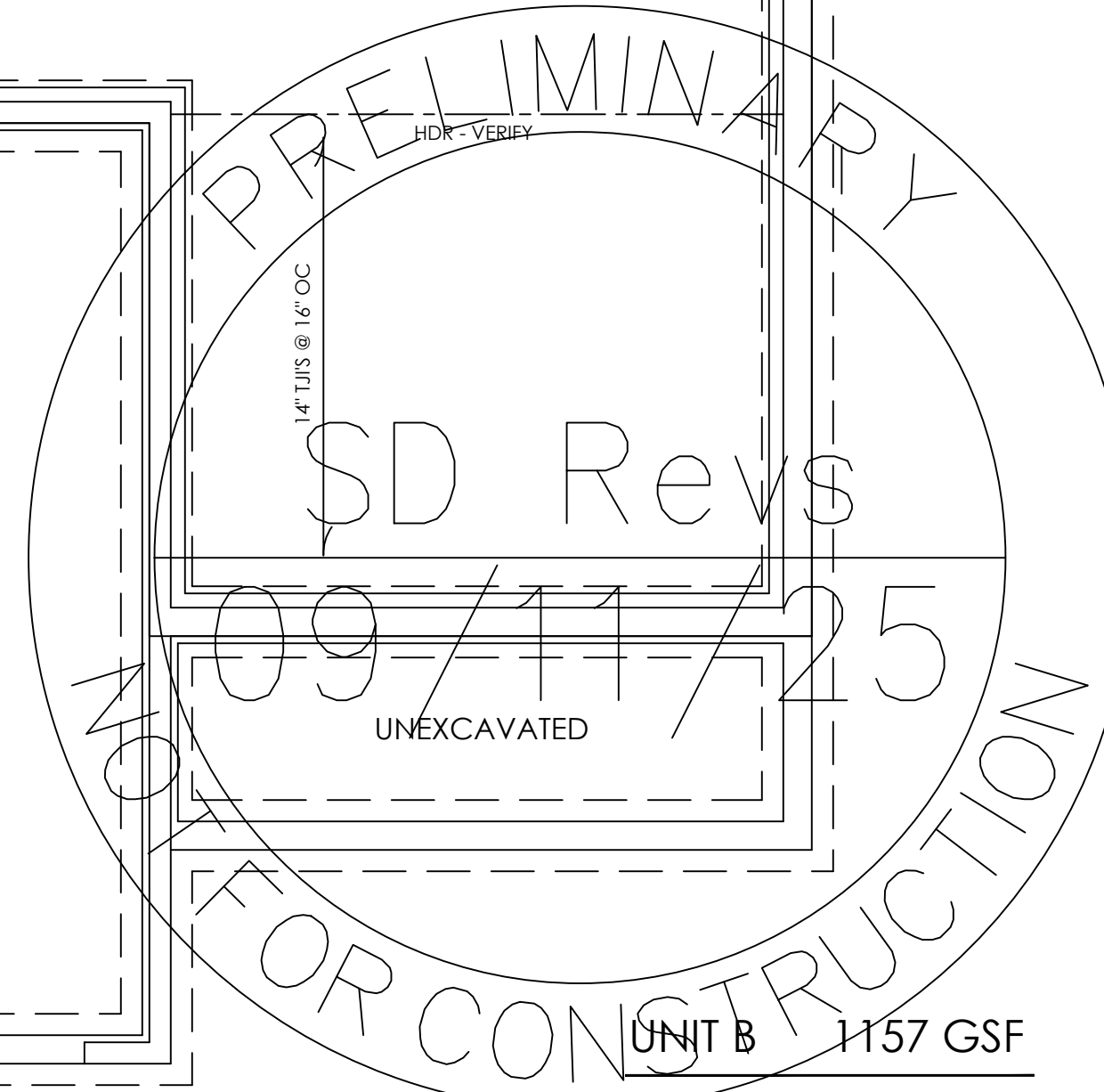
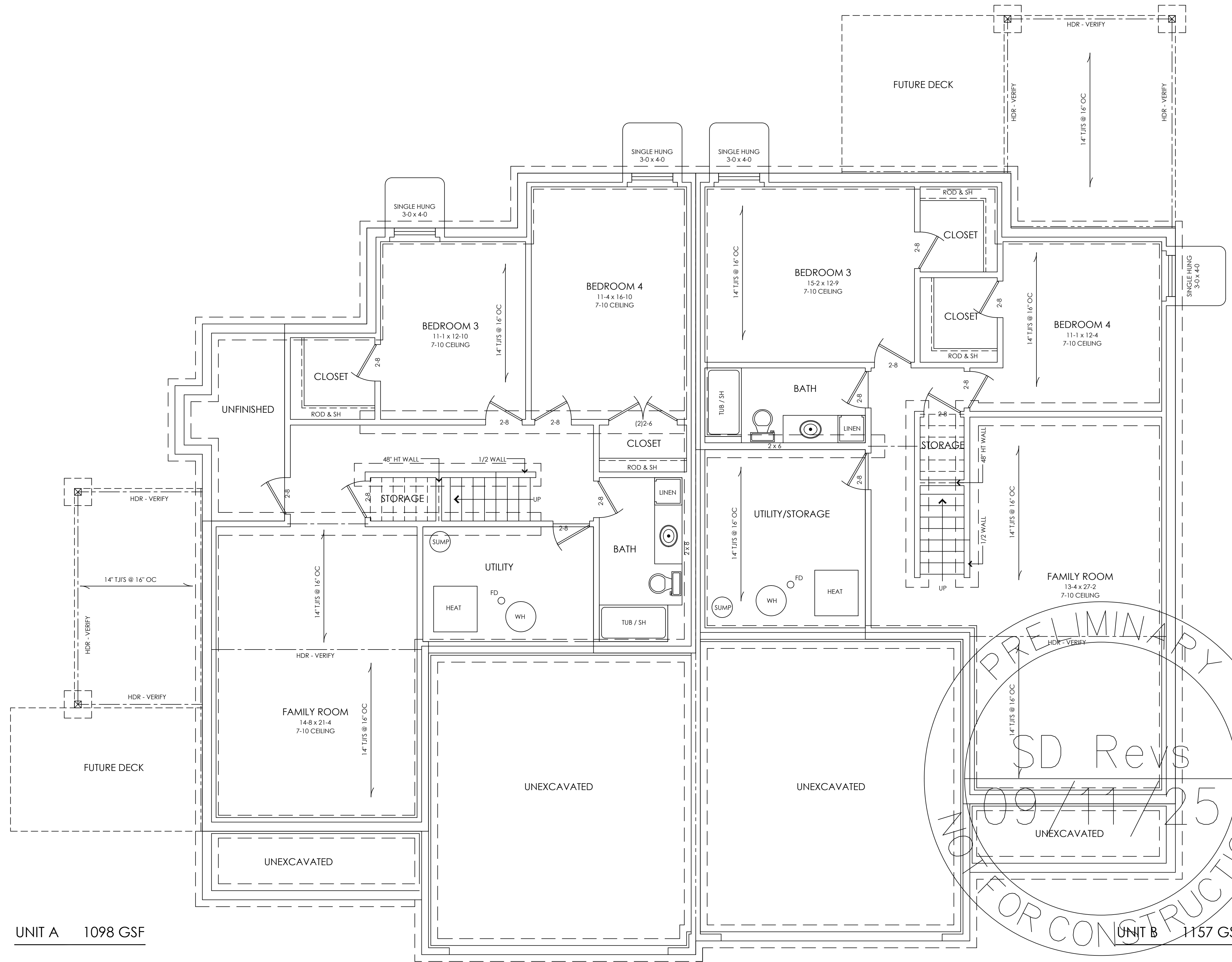
2357 7th Ave E, North Saint Paul, MN

SHEET TITLE
Unit A & B
Basement Plan

SHEET NUMBER

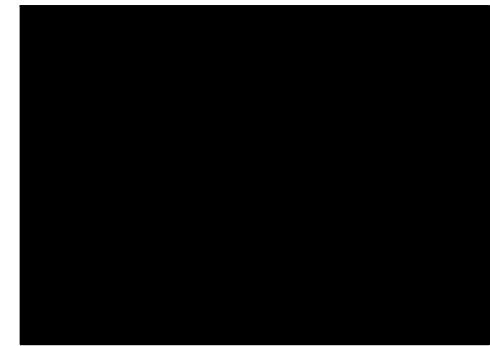
A1.0

OF 3



NORTH

1/4" = 1'-0"



SD DRAFT

DATE 08/26/25

PROJECT NO. 08-37-9425

DRAWING SCALE

REVISIONS

MARK	DATE	DESCRIPTION

PROJECT TITLE

Twin Home

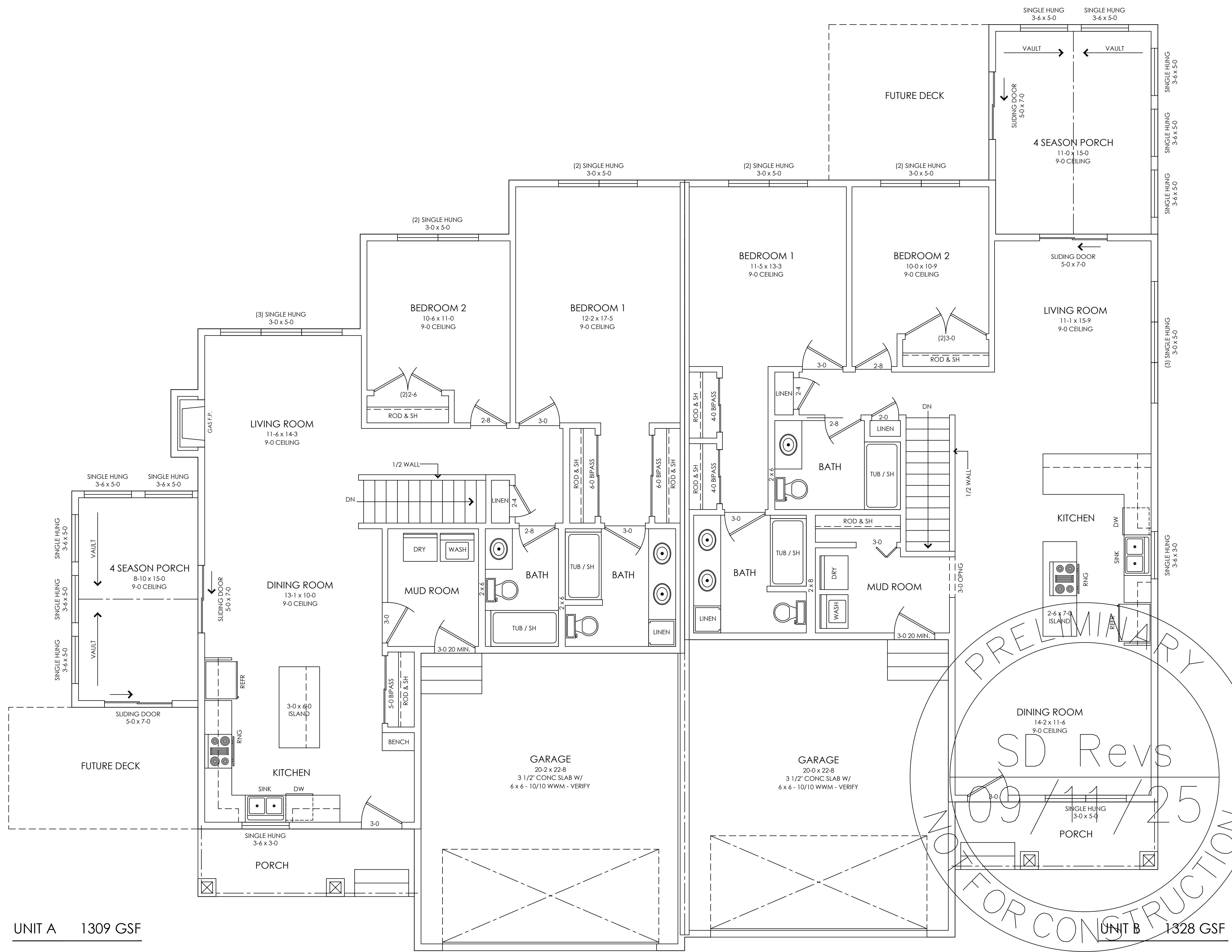
2357 7th Ave E, North Saint Paul, MN

SHEET TITLE
Unit A & B
Main Floor Plan

SHEET NUMBER

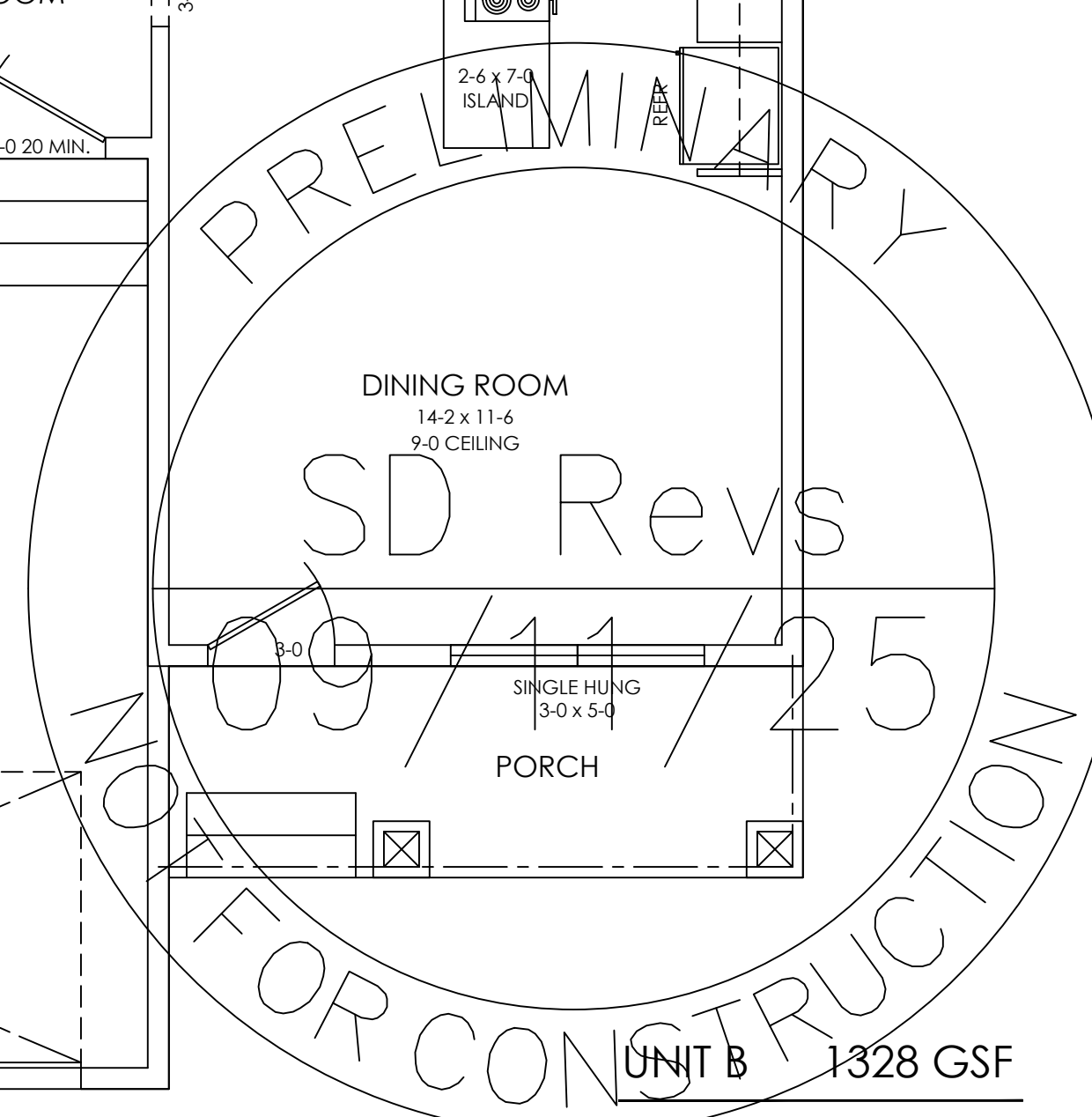
A2.0

OF 3



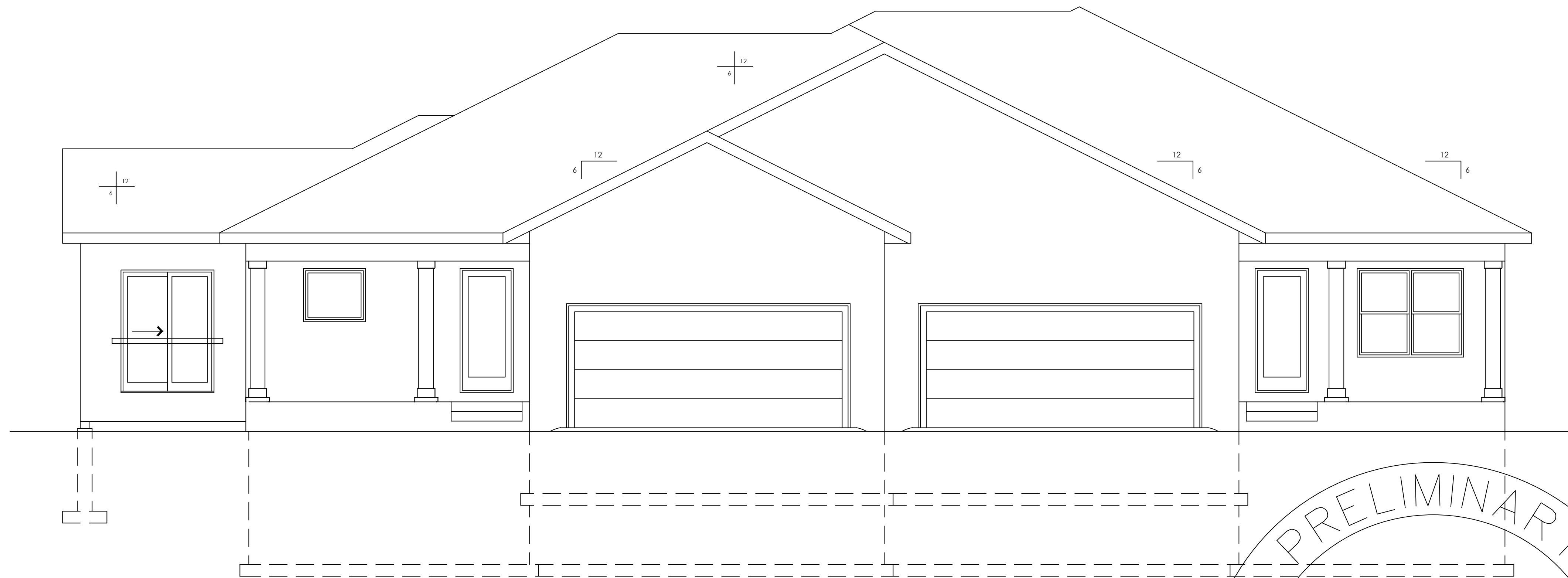
UNIT A 1309 GSF

UNIT B 1328 GSF



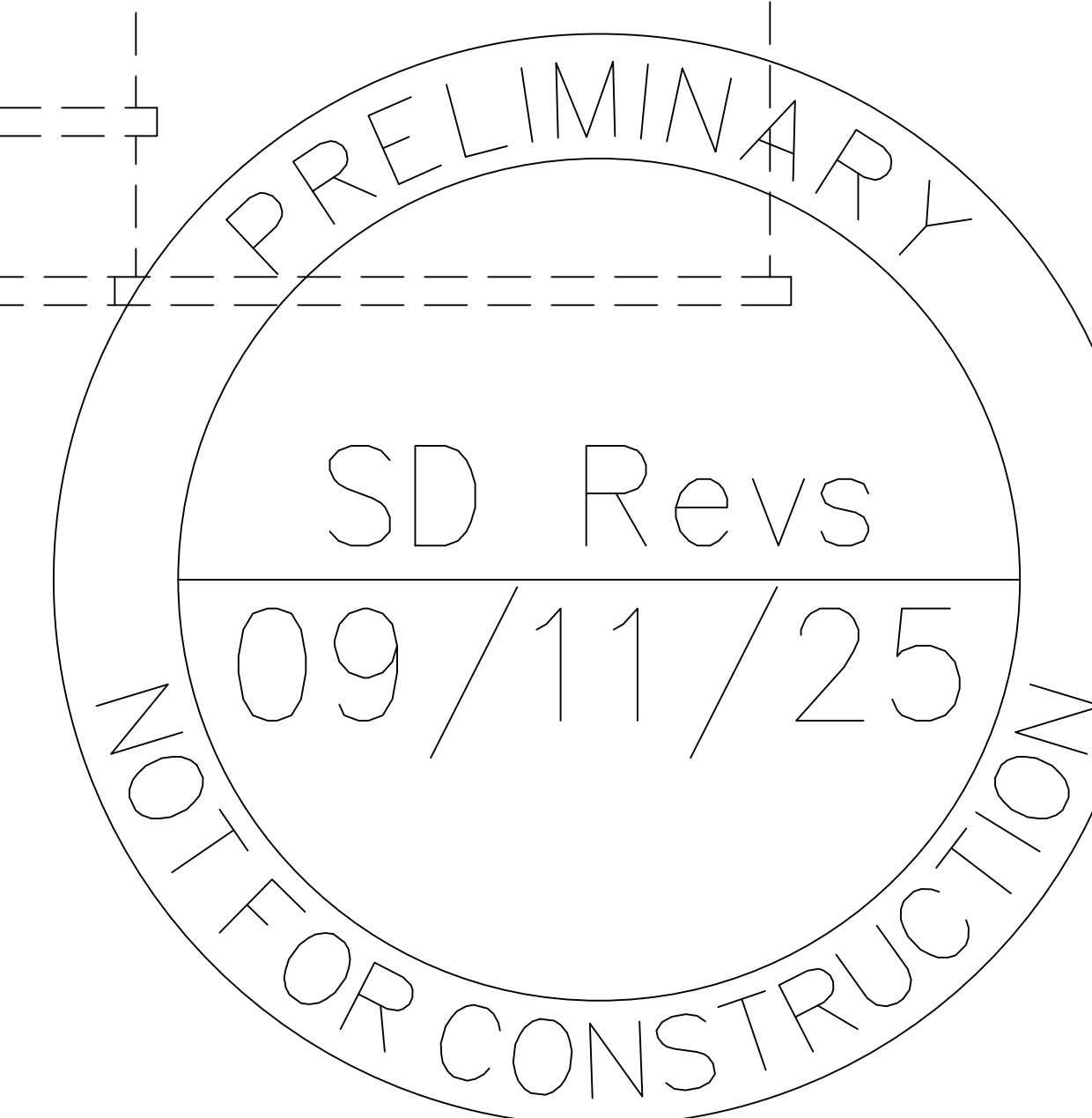
NORTH

1/4" = 1'-0"



FRONT ELEVATION

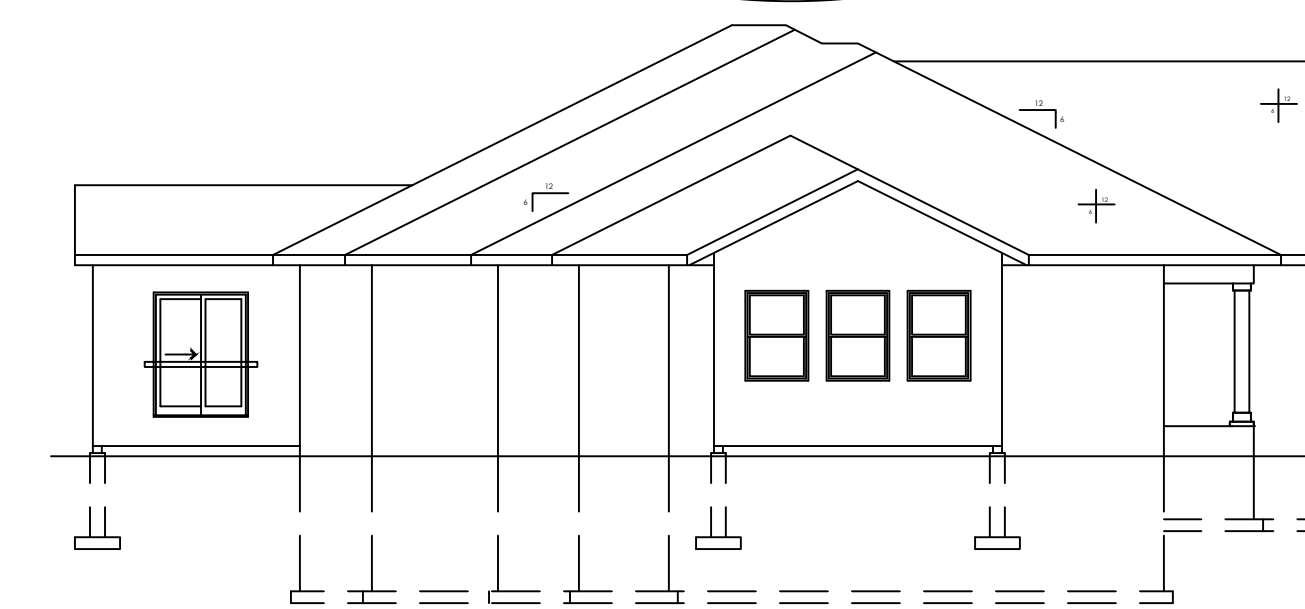
1/4" = 1'-0"



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

SD DRAFT

DATE 09/11/25

PROJECT NO. 08-37-9425

DRAWING SCALE

REVISIONS

MARK	DATE	DESCRIPTION

PROJECT TITLE

Twin Home

2357 7th Ave E, North Saint Paul, MN

SHEET TITLE
Elevations
Unit A & B

SHEET NUMBER

A3.0

OF 3