

**MEETING AGENDA  
HOUSING & REDEVELOPMENT AUTHORITY  
AUGUST 18, 2020  
Immediately following the City Council regular meeting**

North St. Paul City Hall – Via Zoom

**I. CALL TO ORDER**

**II. ROLL CALL**

Terry Furlong, Chair  
Scott Thorsen, Commissioner  
Candy Petersen, Commissioner  
Jan Walczak, Commissioner  
Tom Sonnek, Commissioner  
Scott Duddeck, Executive Director

**III. HRA ACTION ITEMS & RECOMMENDATIONS**

- A. Approval of the Joint Powers Agreement between the City and Northeast Intermediate School District 916 to continue the student home projects for the 2020-2021 school year at 2487 19<sup>th</sup> Avenue
- B. House plan concept for 2487 19<sup>th</sup> Avenue

**IV. ADJOURNMENT**

*Next Meeting: TBD as needed.*

Agenda Information Memorandum  
North St. Paul Housing and Redevelopment Authority  
August 18, 2020

FROM THE OFFICE OF THE EXECUTIVE DIRECTOR

**Subject:** Approval of the Joint Powers Agreement between the City of North St. Paul and Northeast Intermediate School District 916 (CTC) to continue the student built home projects for the 2020-2021 school year at 2487 19<sup>th</sup> Avenue.

**To:** Honorable Chair and Commission Members

**Background/Facts:**

- The HRA owns a property slated for a student built home project at 2487 19<sup>th</sup> Avenue
- The City has acquired title to certain property located at 2487 19<sup>th</sup> Ave. East, North St. Paul
- CTC desires to construct a single family residence on the premises to provide on-the-job home building and remodeling experience to its students
- The student built home program is ongoing between the City and ISD 916 and Century College

**Recommendation:** It is recommended the HRA approve the Joint Powers Agreement between the City and Northeast Intermediate School District 916 to continue the student home project program for the 2020-2021 school year.

**Attachments:**

Copy of the Joint Powers Agreement for the project.

Respectfully submitted,

Scott Duddeck  
Executive Director

**BUILDING CONSTRUCTION  
JOINT POWERS AGREEMENT**

**AGREEMENT** made this 18<sup>th</sup> day of August, 2020, by and between the City of North Saint Paul Housing & Redevelopment Authority (City and HRA), 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 to be competent employees in all fields of construction; and,

**WHEREAS**, the City has acquired title to certain property located at 2487 19<sup>th</sup> Ave. East, 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 IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA**, 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. 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 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) about 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 June 30, 2021, subject to Paragraph 7 of this Agreement, and excepting circumstances beyond the control of CTC, including but not limited to, act of God, COVID 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.
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 designate 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.

**CTC**

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](mailto:jistewar@916schools.org)

**City**

Title: Scott Duddeck, City Manager

Address: 2400 Margaret Street, North St. Paul, MN 55109

Tel: (651) 747-2436

E-mail: [scott.duddeck@northstpaul.org](mailto:scott.duddeck@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 Saint Paul

North East Metro Career & Technical Center

By: \_\_\_\_\_  
Terrence J. Furlong  
Mayor

By: \_\_\_\_\_  
Connie Hayes  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Scott A. Duddeck  
City Manager

By: \_\_\_\_\_  
Jill Stewart-Kellar  
Principal / Assistant Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Property address of 2487 19<sup>th</sup> Ave is legally described as follows:

PIN # 012922340013  
Lot 14 Block 2 of LONGVIEW ADDITION