

**Metropolitan
Mosquito Control District**

Commission Meeting

October 23, 2024

9:15 AM

Information Packet

METROPOLITAN MOSQUITO CONTROL DISTRICT COMMISSION MEETING AGENDA

October 23, 2024, 9:15 AM

1. Roll Call
2. Welcome and Introduction

CONSENT AGENDA *The following items (3-5) are administrative in detail and will be approved in one motion unless a commissioner wishes to withdraw an item for discussion.

3. Approval of Commission Meeting Minutes for August 24, 2024
4. Financial Statements September 30, 2024
5. Approval of Checks and Claims
General 78151-79538

REGULAR AGENDA

6. Strategic Planning Update – Adrienne Jordan, Prouty Project
7. Intergovernmental Issues – (Peg Larsen, Kim Scott)
8. MESB Lease 2025 – 2026*
9. Legal Counsel RFQ*
10. AMCA Annual Conference – March 2025 in San Juan, Puerto Rico
11. Executive Director’s Report
12. Operations and Public Affairs Report – (Kirk Johnson, Mark Smith, Alex Carlson, Jon Peterson)
13. Cattail Presentation – Dan Stith, Josh Madetzke, Jon Peterson
14. Other Items
15. Adjournment

* Action Requested

Next Executive Meeting: Thursday, November 21, 2024, 9:15 a.m.

Next Commission Meeting: Wednesday, December 18, 2024, 6:00 p.m.

COMMISSIONER	COUNTY	COMMISSIONER	COUNTY
___ Mandy Meisner	Anoka	___ Angela Conley	Hennepin
___ Jeff Reinert	Anoka	___ Heather Edelson	Hennepin
___ Julie Jeppson	Anoka	___ Rena Moran	Ramsey
___ Gayle Degler	Carver	___ Nicole Frethem	Ramsey
___ John Fahey	Carver	___ Mai Chong Xiong	Ramsey
___ Mary Hamann-Roland	Dakota	___ Tom Wolf	Scott
___ Laurie Halverson	Dakota	___ David Beer	Scott
___ Liz Workman	Dakota	___ Gary Kriesel	Washington
___ Kevin Anderson	Hennepin	___ Fran Miron	Washington

**METROPOLITAN MOSQUITO CONTROL DISTRICT
COMMISSION MEETING**

MINUTES
AUGUST 28, 2024 - 9:15 AM

Chair Fran Miron called the meeting to order at 9:24 a.m.

Roll Call:

Commissioner Jeff Reinert	Anoka County
Commissioner Mandy Meisner	Anoka County
Commissioner Julie Jeppson	Anoka County
Commissioner Gayle Degler	Carver County
Commissioner John Fahey	Carver County
Commissioner Mary Hamann-Roland	Dakota County
Commissioner Laurie Halvorson	Dakota County
Commissioner Kevin Anderson	Hennepin County
Commissioner Heather Edelson	Hennepin County
Commissioner Nicole Frethem	Ramsey County
Commissioner Rena Moran	Ramsey County
Commissioner David Beer	Scott County
Commissioner Gary Kriesel	Washington County
Commissioner Fran Miron	Washington County

Staff:

Daniel Huff, Executive Director
Arleen Schacht, Business Administrator
Jon Peterson, District Operations Manager
Kirk Johnson, Vector Ecologist
Alex Carlson, Public Affairs Manager
Piper Romfo, Administrative Support

Visitors:

Joe Langel, MMCD Legal Counsel
Peg Larsen, RCS Consulting
Kim Scott, RCS Consulting

Chair Fran Miron welcomed all in attendance and thanked them for attending the meeting.

Consent Agenda

Commissioner Gayle Degler offered the following resolution and moved its adoption

Resolution 1:

The following administrative items were moved in one motion.

Approval of Commission Meeting Minutes for July 24, 2024

Approval of Financial Statements July 31, 2024

Approval of Checks and Claims. General 77877-79315

Commissioner Mary Hamann-Roland seconded the motion, and the Commissioner voted unanimously.

Intergovernmental Issues

All eyes are on the State Fair and presidential election. Governor Walz was announced as the Democratic Vice President candidate. If the Harris/Walz ticket were to win the election, it would elevate Lieutenant Governor Flanagan to Governor and Sen. Champion would be elevated to Lieutenant Governor. This would spark a special election for Champion's Senate seat (considered a safe DFL seat). Lt. Gov. Flanagan is seen as having a stronger environmental focus than Gov. Walz and could shift environmental policy focus farther to the left.

A lot of movement is expected with House Chairmanships. The current DFL majority caucus has several chairs that are termed out of their current committees, including Environment Chair Rick Hansen, Health Chair Tina Liebling, and Legacy Chair Leon Lillie, among others. Speaker Hortman is laser focused on the election and is making no commitments for chair positions. If the Republicans take back the majority in the House, we have all new chairs. Either way, the table will be set very differently in the House after the election.

In July, the net general fund revenues were up \$9 million more than forecast. Agencies are having budget discussions, which seem to be delayed this year, possibly due to the shakeup with Gov. Walz's new responsibilities. At this point, a budget shortfall is not expected for the 2025 legislative discussions on the new biennial state budgets.

We will check in with the Dept. of Ag. to find out if there are any pesticide related proposals on the horizon for the 2025 session. There have been news reports around the east coast equine encephalitis (EEE) outbreak, West Nile outbreak, and the drop in the monarch butterfly population that could prompt legislative discussions or proposals related to human health and pesticides.

The reauthorization of a portion of lottery proceeds going into the Environment and Natural Resources Trust Fund will be a question on voters' ballots this November. The Trust Fund has supported research and restoration projects related to pollinators, invasive species, and infectious diseases in wildlife and could be a source for future research grants related to MMCD's interests.

The Office of Legislative Auditor will complete evaluations on five topics in early 2025, including, Department of Natural Resources Land Acquisition and Minnesota Department of Health: Human Resources.

We both participated in interviews with the Prouty Project as part of MMCD's strategic planning.

Commission Bylaws

The Commission has three officers. Per the Bylaws, no two of Officers can be from the same county:

1. Chair
2. Vice-Chair
3. Secretary

In practice, the Executive Officers of the Commissioner, Chair, Vice-Chair, and Secretary, have been rotated every two (2) years with each office represented by a different county. However, the Bylaws are currently written to require these officers to rotate every one (1) year.

Resolution 2:

Commission Anderson made a motion to amend the Bylaws to align the current practices with the MMCC Bylaws, with a two-year rotation of Executive Officers.

Commissioner Frethem seconded the motion, and the Commissioner voted unanimously.

Strategic Planning Committee Membership

Commissioners had different opinions on the overall involvement of the strategic planning. Commissioner Meisner and Edelson said they would be interested in attending/participating in the strategic planning. Nicole Frethem mentioned that Commissioners involvement would not be as meaningful as the employees' and should be based around the staff's viewpoints. Commissioner Halverson said that having the involvement of Commissioners is difficult since their schedules change consistently, and they don't have a lot of time to be able to set aside for it. Commissioners suggested that two members attend the Mission, Values and Vision session. Commissioner Miesner volunteered with Commissioner Workman having previously expressed interest.

Executive Director's Report

Daniel Huff, Executive Director, shared that in response to adult mosquitoes testing positive for West Nile Virus, the District had resumed treatments in the Roberts Bird Sanctuary which is managed by the Minneapolis Parks and Recreation Board. In response to questions at the previous Commission meeting, Director Huff provided an update on treatment costs year to date compared to previous years. Additionally, Director Huff shared information on prairie restoration on the grounds of the St. Paul MMCD office and invited Commissioners to consider joining staff in attending the American Mosquito Control Association annual conference to be held in San Juan PR the first week of March.

Operations Report

John Peterson, District Operations Manager provided an update on the field operations that included acres treated, helicopter services and tires picked up by seasonal and full-time employees.

Kirk Johnson did a presentation about Vector Borne Disease, the program used to aim at mitigating the habitats of mosquito's that carry vector borne diseases.

Public Affairs Report

Alex Carlson, Public Affairs Manager gave an update on the many events that MMCD has participated in, as well as events that are coming up District wide, that seasonal and full-time employees will be participating.

Adjournment

Commissioner Fran Miron adjourned the meeting at 10:59 a.m.

METROPOLITAN MOSQUITO CONTROL DISTRICT						
FINANCIAL STATEMENT						
September 30, 2024						
COUNTY		2024 LEVY		REC'D TO DATE		DUE
Anoka	\$	1,883,007		1,043,467	\$	839,540
Carver		700,674		400,569		300,106
Dakota		2,591,623		1,371,638		1,219,985
Hennepin		9,194,089		4,509,493		4,684,596
Ramsey		2,918,064		1,372,564		1,545,500
Scott		943,494		513,688		429,806
Washington		1,674,005		943,546		730,459
TOTAL	\$	19,904,957		\$ 10,154,965	\$	9,749,992
Tax Delinquent Income	\$	0		\$ 41,921		
Miscellaneous (Rent/Misc./Non-Levy)		100,000		77,538		
Interest Income		550,000		947,544		
TOTAL REVENUE	\$	20,554,957		\$ 11,221,968	\$	9,332,989
<u>BALANCE SHEET</u>						
<u>ASSETS</u>						
Cash and Investments				\$ 26,883,632		
Accounts Receivable				237,315		
Prepaid Expenses				288,994		
Consumable Material				627,573		
Equipment net of Acc Depreciation				2,929,775		
Land				1,118,867		
Building net of Acc Depreciation				2,632,128		
TOTAL ASSETS					\$	34,718,284
<u>LIABILITIES</u>						
Vouchers Payable				\$ 74,119		
Pass thru Revenue				0		
Deferred Revenue				237,315		
TOTAL LIABILITIES					\$	311,434
<u>NET WORTH</u>						
Fund Balance:						
Nonspendable				\$ 3,627,247		
Prepaid				0		
Committed				1,500,000		
Assigned				1,141,882		
Unassigned for Working Capital				27,551,650		
Total Fund Equity				\$ 33,820,779		
Assets-Equipment				6,680,770		
TOTAL				\$ 40,501,549		
ADD Income				11,221,968		
DEDUCT Expenditures				17,316,673		
TOTAL NET WORTH					\$	34,406,847
TOTAL LIABILITIES AND NET WORTH					\$	34,718,284

METROPOLITAN MOSQUITO CONTROL DISTRICT			
CUMULATIVE OPERATIONS STATEMENT			
September 30, 2024			
EXPENDITURES	ACTUAL	BUDGET	+OVER/- UNDER
<u>ADMINISTRATIVE</u>			
Operations	\$ 868,621		
Capital Items	0		
Repairs	0		
TOTAL ADMINISTRATIVE	\$ 868,621	\$ 999,899	\$ (131,278)
<u>CONTROL DIVISION</u>			
Operations	\$ 15,711,945		
Capital Items	567,533		
Repairs	167,376		
TOTAL CONTROL DIVISION	\$ 16,446,854	\$ 16,195,791	\$ 251,063
<u>COMMISSION</u>			
Per Diem	\$ 0		
Mileage	1,198		
TOTAL COMMISSION	\$ 1,198	\$ 2,380	\$ (1,182)
TOTAL EXPENDITURES	\$ 17,316,673	\$ 17,198,070	\$ 118,603
BUDGET REMAINING		\$ 3,034,873	
ORIGINAL BUDGET		\$ 20,232,943	
EMERGENCY FUNDS		0	
TOTAL BUDGET		\$ 20,232,943	

METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

OCTOBER 23, 2024

Requested by:

Daniel Huff

Informational:

Strategic Plan Update

Adrienne Jordan, Senior Consultant for the Prouty Project will provide an update of the progress that has been made in the strategic planning process. Adrienne will present the SWOT Analysis and Environmental Scan to the board and initiate discussions about the District's Big Hairy Audacious Goal (BHAG).

Actions to date:

- Stakeholder and Staff Input: Prouty conducted surveys, interviews, and focus groups to gather insights from our staff, commissioners, Technical Advisory Board, and lobbyists.
- Strategic Planning Committee Review: The committee analyzed this input, creating a SWOT (Strengths, Weaknesses, Opportunities, and Threats) assessment and an Environmental Scan. Initial discussions around our mission, values, and vision have also begun.
- All-Staff Session: We reviewed and revised the SWOT and Environmental Scan and brainstormed our Big Hairy Audacious Goal (BHAG).

Next Steps:

- Next meeting scheduled for Thursday October 24, 2024, at the Prouty Project in Eden Prairie
- During the October 24 session, Commissioners Meisner and Workman will represent the Commission as we:
 - Review potential mission statements and values.
 - Focus on refining our vision and developing our BHAG for MMCD over the next ten years.
- The Executive Team will provide additional input at its November meeting.
- The draft Strategic Plan will be presented at an open which will follow the February Commission meeting.
- The final Strategic Plan will be presented and approved by the full Commission at its April board meeting.

METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

OCTOBER 23, 2024

Requested by:

Daniel Huff

Action Requested:

Approve MESB Lease Renewal (2025-2026)

The Metropolitan Emergency Services Board (MESB) has been renting space from the MMCD since the mid-1990s. The current rental (lease) agreement will expire on December 31, 2024. The new rental (lease) agreement will be effective January 1, 2025, through December 31, 2026, MESB will be decreasing the square footage of meeting and office space they use. Based on that change the monthly fee will decrease, the current rent is \$27,204 per year (\$2,267 per month) and will decrease 18% to \$22,176 per year (\$1,848 per month). The new agreement has no other changes than indicated. The MESB Board will review the new agreement by their November 2024, Board meeting for approval.

The agreement also includes the text of Memorandum of Agreement (MOA) negotiated by MMCD and MESB in 2009 that describes situations when the Metropolitan Emergency Services Board (MESB) has proposed using the Boardroom (205) at the Metro Counties Government Center as a Multi-Agency Coordination Center (MACC).

Resolution:

Whereas, the current rental agreement between MMCD and MESB will expire on December 31, 2024, and will be renewed, effective January 1, 2025, through December 31, 2026, MESB will utilize less square footage of meeting and office space.

Be it now resolved, the new rental agreement between MMCD and MESB will decrease, the annual rent to \$22,176 and includes the MOA language about Boardroom (205) use MESB under certain circumstances.

LEASE

This lease, entered into as of the first day of January 1, 2025, between Metropolitan Mosquito Control District; a government corporation (hereinafter called "Lessor") having an address of 2099 University Avenue West, St. Paul, Minnesota 55104-3431 and the Metropolitan Emergency Services Board, a Minnesota joint powers organization (hereinafter called "Lessee"). 2099 University Avenue West, St. Paul, Minnesota 55104.

1. **DEMISE:** Lessor leases to Lessee and Lessee leases from Lessor the following: the office space described in the attached document marked as Exhibit "A" and made a part hereof (the "Office Space"), located at 2099 University Avenue West, St. Paul, Minnesota. In addition, Lessee shall have the right, in common with Lessor and those lawfully claiming under Lessor, to use the driveways, sidewalks, parking areas, entryways, staircases, elevators, lavatories, and other common facilities on the Land and the Building (the "Common Areas"). See (Exhibit "B").

2. **TERM:** To have and hold said Office Space together with all rights, easements, privileges and appurtenances thereunto belonging (all of which are hereinafter collectively referred to as the "Premises") unto Lessee for a term commencing January 1, 2025, the date that the Lessee takes possession of the Premises (the "Commencement Date") and ending on the last day of December 2026.

3. **OPTION TO RENEW:** It is agreed that Lessee is granted the option to renew this lease under the same terms and conditions, or modified terms and conditions as the Lessee and Lessor may mutually agree to, for additional periods agreed to.

To exercise said option Lessee must notify Lessor in writing no later than thirty (30) days before the expiration of this lease.

4. **USE OF PREMISES:** The Premises shall be used and occupied by Lessee for general office and for public meetings. Lessee shall be entitled to use the Board room in the Building, at no additional cost and shall have priority over non-tenants for scheduling use of the Board room. The Board room (room 205) may be used when an event occurred that interrupted or overwhelmed regional response capabilities as described in a Memorandum of Agreement between the Lessor and Lessee (Exhibit "C").

5. **RENT:** Lessee covenants to pay Lessor, without demand, rent for the Premises in monthly payments of: \$1,848.00, for the period from January 1, 2025, through December 31, 2026. Lessee and Lessor agree that they may, from time to time, share resources for their mutual benefit, and that any charges that they agree to for any items shared will not be part of this lease, but may be added to or subtracted from lease invoices for purposes of simplified payment.

6. **BUILDING SERVICES:** Lessor shall furnish Lessee the following services:

A. Maintenance, repair, cleaning/custodial/janitorial services including trash removal and snow and ice removal for Building and Land, the Common Areas and the Premises.

B. Heat and air conditioning service throughout the year for the Building and the Premises to the extent required to maintain comfortable interior temperatures, proper humidity and ventilation.

C. Public toilet facilities on each floor of the Building.

D. Gas, electricity and water (In the event gas, electricity or water rates are increased during the terms of this lease or its renewal, Lessee agrees to pay its proportionate share of any increase), which shall be payable as additional Rent.

Lessor shall make such repairs or replacements to Building utility distribution lines and other facilities as may be required to restore any such service interrupted or suspended. In the event of an interruption or suspension of, or fluctuation in, any Lessor provided building service which continues for a period of five (5) or more consecutive days of Lessee's normal business operation and which, in the opinion of Lessee deprives Lessee of beneficial occupancy of the Premises, Lessee shall have the right to provide such substitute service at the sole cost, risk, and liability of Lessor, but such cost, risk, and liability not to exceed the rents payable for the applicable period, and deduct the actual cost thereof from the next payment(s) of rent.

7. LOSS OR DAMAGE TO PROPERTY: All personal property belonging to Lessee or any other person located in or about the Premises or the Building shall be there at the sole risk of Lessee or such other person, and neither Lessor nor Lessor's agents or employees shall be liable for the theft or misappropriation thereof, or for any damage or injury thereto, or for the death or injury of Lessee or any other persons or damage to property caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, explosions, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, plumbing, electrical wiring, and equipment and fixtures of all kinds, or by any act or neglect of other tenants or occupants of the Building, or of any other person, or caused in any other manner whatsoever, unless the same shall proximately result from the negligence of Lessor or Lessor's agents or employees or from failure of Lessor to perform its obligations hereunder.

8. HOLDING OVER: Should Lessee remain in possession of the Premises after the expiration of the term of this lease as the same may have been extended, then, unless a new agreement in writing shall have been entered into between the parties hereto, Lessee shall be a tenant from month to month. Lessee shall be required to give sixty (60) day notice before vacating the Premises. Such tenancy shall otherwise be subject to all of the covenants and agreements of this lease, at a monthly rental equal to the last monthly installment of rent payable hereunder.

9. ASSIGNMENT AND SUBLETTING: Lessee shall not assign, mortgage, hypothecate or convey this lease or any interest therein, or sublet the Premises or any part thereof, without in each case the prior written consent of Lessor which shall not be unreasonably withheld or delayed. Lessor hereby consents to the transfer of Lessee's interests hereunder to a successor organization; provided, however, that such transferee shall assume the duties and obligations of Lessee hereunder, and provided, further, that Lessee shall not be relieved of liability, therefore.

10. SURRENDER: At the expiration of the term hereof, Lessee shall quit and surrender the Premises, together with all installations, improvements, and alterations (including partitions) which may have been installed by Lessor or Lessee (except Lessee's property as provided for in Paragraph 12 below), broom clean and in as good condition as when possession was accepted by Lessee; reasonable use, wear and tear, loss or damage by fire, the elements or other casualty and taking by eminent domain excepted. If Lessee fails to remove Lessee's equipment that it has a right to remove from the Premises within thirty (30) days of the date Lessee is required to surrender the Premises, Lessee shall be conclusively presumed to have abandoned the same, and ownership thereof shall forthwith vest in Lessor without payment or credit to Lessee. If Lessee fails to remove said equipment at the expiration of the term hereof, Lessee shall be responsible for payment of rent on a per diem basis for so long as said equipment remains on the Premises, for up to thirty (30) days.

11. USE OF PREMISES BY LESSEE: Subject to the obligations of Lessor set forth in Paragraph 6 above, Lessee shall take good care of the Premises and the fixtures and improvements therein and will not sell or store therein any spirituous, malt or vinous liquors, or any narcotic drugs; will not make or permit any use of the Premises which is forbidden by ordinance, statute or government regulation or which may increase the premium cost of, or invalidate, any policy of insurance carried on the Building or covering its operation, and will comply with, the Rules and Regulations, if any. Lessee shall give prompt notice to Lessor in case of fire or accident in the Premises or of any defects, damage or injury therein or to any fixtures or equipment.

12. LESSEE'S PROPERTY: Lessee shall have the right to place in the Premises at such locations therein as Lessee may from time to time determine Lessee's furniture, trade fixtures and business office machines and equipment. Such personal property shall be and remain the property of Lessee,

and may be removed, replaced or supplemented by Lessee, at any time during the lease term, upon its expiration or upon its earlier termination in any manner; Lessee, however, agreeing to repair at Lessee's expense any damage to the Premises and the Building caused by such placement or removal.

13. **UNTENANTABILITY:** If the Premises shall be partially damaged by fire or other casualty, acts of God or other cause, and such damage can reasonably be repaired within sixty (60) days after such damage occurs, then this lease shall remain in full force and effect and the damage to the Premises shall be promptly repaired by the Lessor within such period. Rent shall be abated until such repairs are completed and full possession of the Premises is restored to Lessee on a per diem basis proportionate to the extent and for the period that the Premises are unfit for occupancy. Provided Lessor commences promptly and proceeds diligently with such repair, Lessor shall incur no liability on account of any delay in the completion of such repairs which may arise by reason of labor difficulties or any other cause beyond Lessor's control. If the Premises or the Building are made unfit for occupancy by fire or other casualty, acts of God or other cause, to the extent to which such cannot reasonably be repaired within sixty (60) days after such casualty, Lessor and Lessee shall each have the right to elect to terminate this lease as of the date when the Premises or the Building are so made unfit for occupancy, by written notice to the other within fifteen (15) days after that date. If this lease is not so terminated, Lessor shall repair, restore, or rehabilitate the Premises and the Building at Lessor's expense within ninety (90) days after the damage, and rent shall be abated on a per diem basis proportionate to the extent and for the period that the Premises or the Building are unfit for occupancy. In the event Lessor shall not substantially complete the work within said 90-day period, Lessee shall again have the right to elect to terminate this lease, as of the date of such damage, by written notice to Lessor not later than ten (10) days after the expiration of said 90-day period. Rent shall continue to be abated on a per diem basis to the extent and for the period that the Premises or the Building are unfit for occupancy. In the event of termination of this lease pursuant to this paragraph, rent shall be apportioned on a per diem basis to and including the date Lessee surrenders possession of the Premises.

14. **EMINENT DOMAIN:** If the whole or any part of the Premises, the Building or the Land shall be appropriated, condemned, taken or otherwise acquired by any public or quasi-public authority under the power of eminent domain, condemnation or other proceedings (a "Taking"), and, in the opinion of Lessee, such Taking makes it impractical for Lessee to continue beneficial occupancy of the Premises, then Lessee shall have the right and option to terminate this lease by giving written notice to Lessor within sixty (60) days next following notice for such Taking, in which event this lease and the estate hereby created shall terminate and wholly expire on the earlier of the date legal title shall vest in the appropriator, or, condemner or the date following Lessee's notice of termination on which Lessee surrenders possession of the Premises, and all rent shall be prorated and adjusted as of said date. In no event shall Lessee have any claim against Lessor by reason of any Taking; provided, however, that Lessee hereby reserves the right to any award or compensation separately recoverable for loss of business, moving, and relocation expenses or otherwise.

15. **DEFAULT:** If the rent or any part thereof shall at any time be in arrears and unpaid, and shall so remain for twenty (20) days following written notice by Lessor to Lessee, or if Lessee shall fail to keep and perform any of the other covenants, agreements or conditions of this lease on its part to be performed within thirty (30) days following written notice of such default, except that Lessee shall not be in default hereunder if such performance shall require more than thirty (30) days to complete and Lessee undertakes such performance within such period and proceeds with completion of such performance or if Lessee shall abandon or vacate the Premises during the term hereof, or if the interest of Lessee in the Premises shall be sold under execution or other legal process; then, in any such event, Lessor may enter in and upon the Premises and again have and repossess and enjoy the same as if this lease had not been made, and thereupon this lease and every obligation herein contained on the part of Lessee to be kept and performed shall cease, terminate and be utterly void; without prejudice, however, to the right of Lessor to recover from Lessee or its successors or assigns all rent due up to the time of such entry. The commencement of a proceeding or suit in forcible entry and detainer or in ejectment or otherwise, after any default by Lessee, shall be equivalent in every respect to actual entry by the Lessor. In case of any such default by Lessee and entry by Lessor, Lessor shall use best efforts to relet the Premises for the remainder of said term for the highest rent

obtainable and may recover from Lessee any deficiency between the amount so obtained and the amount of rent hereinbefore reserved.

16. **QUIET ENJOYMENT:** Lessor and heirs, personal representatives, successors and assigns do hereby warrant that it/he/she/they have good and marketable fee simple title to the Land and Building and have the lawful authority to make this lease and shall defend the Lessee in the quiet enjoyment and peaceable possession of the Premises during the term of this lease and any extension thereof against the claims of all persons whatsoever.

17. **SIGNS:** Lessor, at its expense, shall provide a sign in the parking lot and a sign at the front entrance of the Premises identifying the Building as the offices of the Metropolitan Emergency Services Board. Lessor, at its expense, shall install signs on the doors or walls outside of any rooms which are included in the Premises, identifying the Premises as the offices of the Metropolitan Emergency Services Board. Lessee may place meeting notices on the bulletin board in the lobby area of the Building. Lessee may also place temporary signs near the Board room on those days the Board room is used by Lessee.

18. **LIABILITY:** Lessor and Lessee agree that each 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 and the results thereof. The liability of each shall be governed by the provisions of Minnesota Statutes Chapter 466.

19. **WAIVER OF SUBROGATION:** Lessor and Lessee each hereby release the other and their respective agents and employees, from any claim for damage or destruction to the Premises, the Building or the contents thereof belonging to either, or for business interruption of either, caused by fire or other peril usually covered by fire, extended coverage vandalism and malicious mischief insurance in the amount of the full replacement cost thereof, whether or not such insurance is maintained and in effect, and whether or not any proceeds of insurance are recoverable thereon, whether the loss shall be due to the negligence of either of them or otherwise. It is further agreed that this release or consent thereto shall be included (to the extent same is permitted by the chosen carrier and/or is legally effective) in any insurance coverage carried by either party on the Premises, the Building or property situated therein so that this release shall be binding upon the respective companies carrying such insurance on the Premises, the Building or the contents thereof.

20. **INDEPENDENT CONTRACTOR:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of a joint venture or partnership between the parties hereto or as constituting the Lessor as the agent, representative or employee of the Lessee for any purpose or in any manner whatsoever. Lessor is to be and shall remain an independent contractor under this Agreement.

21. **RECORDING:** If either of the parties hereto desire to record this lease, Lessor and Lessee agree to execute a Memorandum of this lease, which Memorandum of Lease may then be recorded in the Office of the County Recorder of the county in which the Land and Building are located, at the expense of the party desiring recordation.

22. **PARAGRAPH HEADINGS:** The paragraph headings appearing in this lease are inserted only as a matter of convenience and for reference purposes, and in no way define, limit or describe the scope and intent of this lease, or any paragraph hereof, nor in any way affect it.

23. **NOTICES:** All notices which may be necessary or proper for either party to serve upon the other shall be effectively served if sent by certified mail, return receipt requested, to the parties hereto at the address set forth in the caption of this lease or at such other address of which one party may so notify in writing the other from time to time.

24. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by said parties or their respective successors or assigns of interest.

IN WITNESS WHEREOF, Lessee and Lessor have executed triplicate counterparts of this lease on the day, month and year first above shown.

Lessor: METROPOLITAN MOSQUITO
CONTROL DISTRICT

Lessee: METROPOLITAN
EMERGENCY
SERVICES BOARD

By: _____
Chair Fran Miron

By: _____
Chair

Arleen Schacht, Business Administrator

Date: _____

Date: _____

Approved as to form:

Approved as to form:

MMCD Counsel

MESB Counsel

Date: _____

Date: _____

METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

OCTOBER 23, 2024

Requested by:

Daniel Huff

Discussion:

Request for Quotations (RFQ) for MMCD
Legal Services and General Counsel

Legal services and counsel for the MMCD and its Commission has traditionally been served by a contract with a local legal firm. Minnesota Statute 473.704 Subd 5 grants authority of the Commission to contract services as needed.

Since 2015, legal counsel to the Commission and MMCD has been provided by the legal firm of Ratwik, Roswak and Maloney. The current contract with Ratwik, Roswak and Maloney expires on December 31, 2024. The last solicitation for proposals for legal services was done in 2015. MMCD released a Request for Quotations (RFQ) for Legal Services and General Counsel on September 1, 2024. The RFQ closed on September 30, 2024. Six (6) legal firms responded.

Resolution:

Whereas, the MMCD last solicited for legal services to serve the Commission and MMCD in 2015.

Whereas, the current contract for legal services with Ratwik, Roswak and Maloney expires on December 31, 2024.

Be it now resolved, the Commission approves the Request for Quotations of Services for Legal Services and General Counsel and

Furthermore, be it now resolved, the Commission accepts the six proposals submitted in response to this RFQ and directs the Executive Director to review these proposals and to make recommendations to the Executive Committee for selection of legal services and general counsel.



REQUEST FOR QUOTATION OF SERVICES FOR LEGAL SERVICES AND GENERAL COUNSEL

Summary:

The Metropolitan Mosquito Control District (MMCD), a special purpose government entity, seeks information from qualified firms and individuals to provide legal services and serve as general counsel.

In accordance with MN Statute 471.345 the MMCD does not plan to undergo a formal RFQ process but rather seeks to enter into direct negotiation with a qualified consultant. The MMCD solicits quotations from qualified consultants.

MMCD's goal is to select counsel by early-November 2024. This may vary depending on number and timing of responses to this request.

Who we are:

The Metropolitan Mosquito Control District (MMCD, the District) is a statutorily defined special purpose government entity serving the Minneapolis -St. Paul seven-county metropolitan area (Metropolitan Area) of Minnesota. The MMCD is charged with controlling mosquitoes, disease vectoring ticks and black flies (biting gnats).

MMCD Mission: To promote health and well-being by protecting the public from disease and annoyance caused by mosquitoes, black flies, and ticks, in an environmentally sensitive manner.

MMCD Values: We value integrity, trust, cooperation, respect, and competence in our interactions with colleagues and customers.

MMCD Vision: To be the leading mosquito abatement district in the world.

The district is governed by an 18-member Commission of county commissioners representing each of the seven counties in the Metropolitan Area. A Technical Advisory Board, comprised of regulators, public health officials, natural resource professionals and scientists, advises the agency. The organization employs 54 permanent staff and approximately 190 seasonal staff. It is led by an Executive Director that is appointed by the Commission. Four senior managers support the Executive Director. Each manager oversees one of the following divisions: Administration, Field Services, Public Affairs, and Technical Services. The Executive Director and the 4 division managers make up the Senior Leadership Team (SLT). The District operates out of six regional and one central office location. The

primary work functions of the organization exist in the Field Services division which monitors and uses control materials to control mosquito and black fly populations and the Technical Services division that consists of scientific experts that conduct mosquito, tick and black fly identification, monitor vector borne diseases and carry out scientific studies. Public Affairs manages intergovernmental relationships and provides media relations, communications, education and outreach for the district. Administration oversees finance, human resources, IT and facilities and supports the work of the other three divisions.

Who we are looking for:

Responsive, timely and professional legal counsel to provide legal services generally understood within the field of local government law which fall within the category of “general counsel” work, and shall include, but not necessarily be limited to the following:

- Routine legal advice, telephone and personal consultations with the Commission, Executive Director, Business Administrator and other authorized representatives.
- Guidance on Minnesota Open Meeting Law and government data practices including records retention and privacy issues.
- Assistance in preparation and review of Resolutions, Agreements, Contracts, Forms, Notices, Certificates, Deeds, and other documents required by the District.
- Attendance at Commission regular meetings as well as other special meetings as requested. Regular meetings are held on the fourth Wednesday of each month beginning at 9:15 am with the exceptions; November meeting is the third Thursday of the month at 9:15 am and the December meeting is the third Wednesday at 6:00 pm.

All meetings are held at the Metropolitan Mosquito Control District main office:
2099 University Ave W, St. Paul, MN 55104.

- Attendance at other board, commission, and committee meetings upon request.
- Attendance of meetings with District Staff, upon request.
- Legal advice and written opinions concerning legal matters that affect the District.
- Legal work pertaining to property acquisitions, property disposals and public improvements.
- Monitoring of pending and current state and federal legislation and court decisions, as appropriate.
- Coordination of outside legal counsel, as needed and as directed by the Commission and District Staff.
- Legal advice and support in human resources, labor and employment law.

Quotation for Services:

The District understands that the scope of work requested may be conducted by a single attorney, a legal firm, or by a partnership of individual attorneys. The quotation for services should provide the name, title, address, telephone number, and email address for each person engaged in the project. If a partnership of attorneys, the quotation for services should indicate who will serve as the point person.

Attorney Qualifications and Roles:

Describe the nature of your practice or your law firm's qualifications for providing District Attorney services. Include a professional chronology for the individual who will be designated to serve as District Attorney, as well as for others whom you anticipate being involved with providing legal services to the District.

Provide the overall capabilities, qualifications, training, and areas of expertise for each of the principals, partners, and associates of the law firm or partnership, including the length of employment for each person and their area of specialization.

- Legal training and number of years of practice, including date of admission to the Minnesota Bar Association, number of years of municipal or other local public sector law practice as full-time government attorney and/or in a private law office specializing in local government.
- Professional affiliations.
- Knowledge of and experience with Minnesota Municipal Law or other public sector experience.
- Litigation experience and demonstration of a good court record. Cite examples.
- Knowledge and practice of law relating to land use and planning, environmental law, risk management, development, general plans, real estate, and other related law.
- Experience in the preparation and review of agendas and resolutions.
- Types of clientele represented and years representing each.
- Office location(s) and accessibility to the District. If the firm/individual, or any of the attorneys employed by the firm, have ever been sued by local governments or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information about the nature of the incident, the dates of when the matter began and was concluded, and the results of the situation.

District / District Attorney Relationship

Describe how you will structure the working relationship between the District Attorney and the Commission and District Staff. Define the standard time frame for response by the District Attorney to

direction and /or inquiry from the Commission or District Staff. Describe the systems or mechanisms that would be established for monthly reporting of the status of projects, requests, and litigation

Process for Quotation for Services Submission and Evaluation:

- All costs incurred in the preparation of a response to this RFQ are the responsibility of the consultant and will not be reimbursed by MMCD.
- Quotations for services should be submitted in PDF format via email to Daniel Huff, dhuff@mmcd.org and Arleen Schacht aschacht@mmcd.org. If the file is too large for email, a link to the file should be provided.
- Notwithstanding any other provisions of the RFQ, the District reserves the right to reject any or all quotation for services, to waive any irregularity in a quotation for services, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the District or its taxpayers. It is further within the right of the District to reject quotation for services that do not contain all elements and information requested in this document. The Metropolitan Mosquito Control District shall not be liable for any losses incurred by any responders throughout this process.
- During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from proposing firms, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting quotation for services may be requested to make oral presentations as part of the evaluation process.
- If the consultant deems any material submitted to be proprietary or confidential, that must be indicated in the relevant section(s) of the response.

Notification of Selection and Timeline:

Submission of quotations should be no later than **4:00 pm, September 30, 2024**

It is expected that an attorney will be selected by early November, although this timeline is subject to change. The District reserves the right to cancel this RFQ at any time.

Criteria for Selection:

The District will select the quotation for services which it feels will deliver the highest quality deliverable at the best value. Quotation for services will be reviewed by the Executive Director and the Senior Leadership Team. Additional permanent staff may be involved in the review process. The Executive Director, with input from the Senior Leadership Team, will select the recommended attorney(s) for Commission approval.

Consideration will also be given to the following:

- Depth and breadth of experience and expertise in the practice of law, specifically in those areas most often encountered in local government operations.
- Capability to perform legal services promptly and in a manner that permits the Commission and Staff to meet established deadlines and to operate in an effective and efficient manner.

- Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems.
- Degree to which firm and individual attorneys stay current through continued professional development and active communication with practitioners in the governmental law field.
- Communications skills.
- Cost of services; and
- Other qualifications/criteria, as deemed appropriate by the District.

The contract will require that the individual or law firm selected as District Attorney maintain general liability, automobile, workers' compensation, and errors and omissions insurance. The contract will also contain provisions requiring the selected individual or law firm to indemnify the District and provide that the District Attorney is an independent contractor serving at the will of the District. Other required provisions will include the District's right to terminate the agreement, at its sole discretion, upon the provision of the notice.

The award will be made to the qualified quotation for services whose quotation is most advantageous to the District with price and other factors considered. After quotation for services submission, additional information may be requested by the District.

The District contemplates awarding the contract to the responsive firm with the most cost-effective solution and the capabilities to perform the contract services.

Preference to Targeted Group and Economically Disadvantaged Businesses and Individuals:

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting quotation for services as prime contractors will receive a six percent preference in the evaluation of their quotation for services, and certified Economically Disadvantaged Businesses and individuals submitting quotation for services as prime contractors will receive a six percent preference in the evaluation of their quotation for services. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference:

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to certified small businesses that are majority-owned and operated by veterans.

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Conflict of Interest:

The Proposer must disclose, in an exhibit to the quotation for services, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract. Except as otherwise disclosed in the quotation for services, the Proposer affirms that to the best of its knowledge there exists no actual or potential conflict between the Proposer, the Proposer's project manager(s) or its family's business or financial interests ("Interests") and the services provided under the Contract. The Proposer must disclose any relationships with MMCD staff or Commission members. In the event of any change in either Interests or the services provided under the Contract, the Proposer will inform MMCD regarding possible conflicts of interest, which may arise as a result of such change. The Proposer agrees that all conflicts shall be resolved to the MMCD's satisfaction, or the Proposer may be disqualified from consideration under this RFQ.

Indicate whether you or your law firm represent or have represented any client which representation may conflict with your ability to serve as District Attorney. What procedures does your firm use to identify and resolve conflicts of interest? If selected, the Attorney shall not accept any client or project which would knowingly place it in a conflict of interest with the services to be provided to the District. For the person to be designated as District Attorney, list all public clients that person presently represents as city attorney or general counsel, along with the meeting dates and times for each governing body.

METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

OCTOBER 23, 2024

Requested by:

Daniel Huff

Discussion:

American Mosquito Control Association
(AMCA) Annual Conference

The [AMCA annual meeting](#) is the premier education and networking event for researchers, educators, vector control professionals, and industry representatives in mosquito control. Every year hundreds gather to hear the latest research, share ideas, and form collaborations.

This conference is held in many destinations, in 2025 the conference is being held in San Juan, Puerto Rico, March 3 – 7, 2025.

Each year several MMCD staff attend the AMCA conference, many doing presentations, attending symposiums, while others go to learn more through education sessions and exhibit halls to put them on the cutting edge of this ever-expanding field. Board members from other mosquito control districts do attend these meetings.

At the August Commission meeting Executive Director Huff extended an offer inquiring if any Commissioners would be interested in attending the conference. There seemed to be some interest and would like further discussion about the opportunity for Commissioner(s) to attend and be involved.



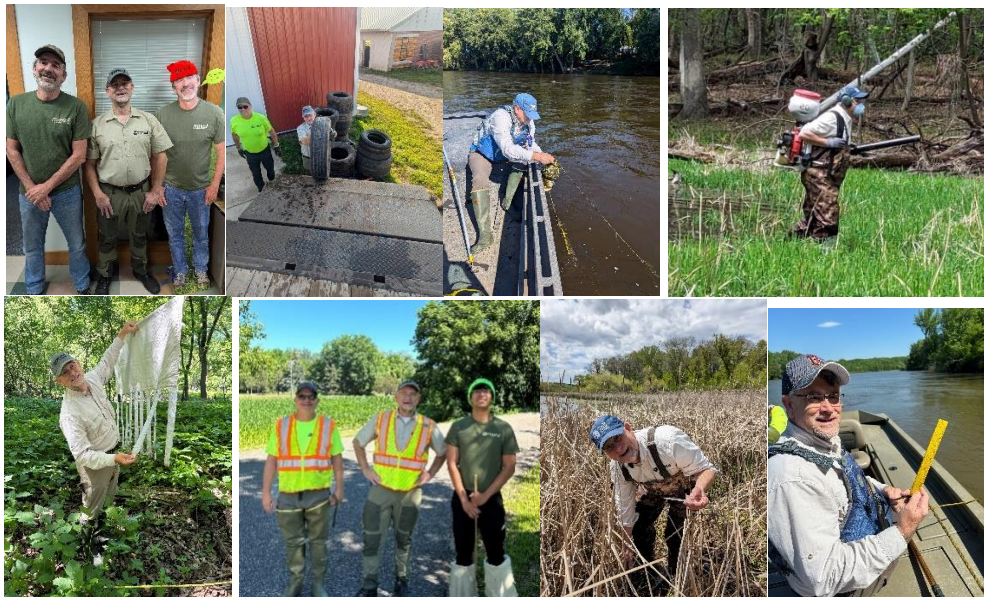
To: Commission Members
From: Daniel Huff
Re: Executive Director Report
Date: October 2024

1. DIRECTOR'S INITIATIVES

The 2024 field season has ended. This year's frequent rains kept us busy. Even with previous droughts suppressing many mosquito species, we treated more acres than in any of the previous eight years. Recent surveys show large numbers of cattail mosquito larvae (*Cq. perturbans*). These overwinter and, unless we intervene, will hatch in large numbers next year around July 4. Dan Stith, from our Maple Grove facility, will present on how we deal with these aggressive biters.

Thanks to Alex Carlson's leadership, we had another great year of public and community engagement. The District had plenty of positive press and our social media presence is growing. One innovative program that continued this year was a weekly *takeover* of our social media accounts by designated field staff. Field staff loved it, and it gave the rest of us the opportunity to see the District's work from their perspective. Visit the saved stories on the MMCD Instagram page to see some of the highlights.

I completed my goal of joining members from each facility in the field this summer. I was able to witness firsthand the varied and important work our staff does to keep us all safe from the wee beasts that vex our summers and spread disease. I even got to do some treatment!

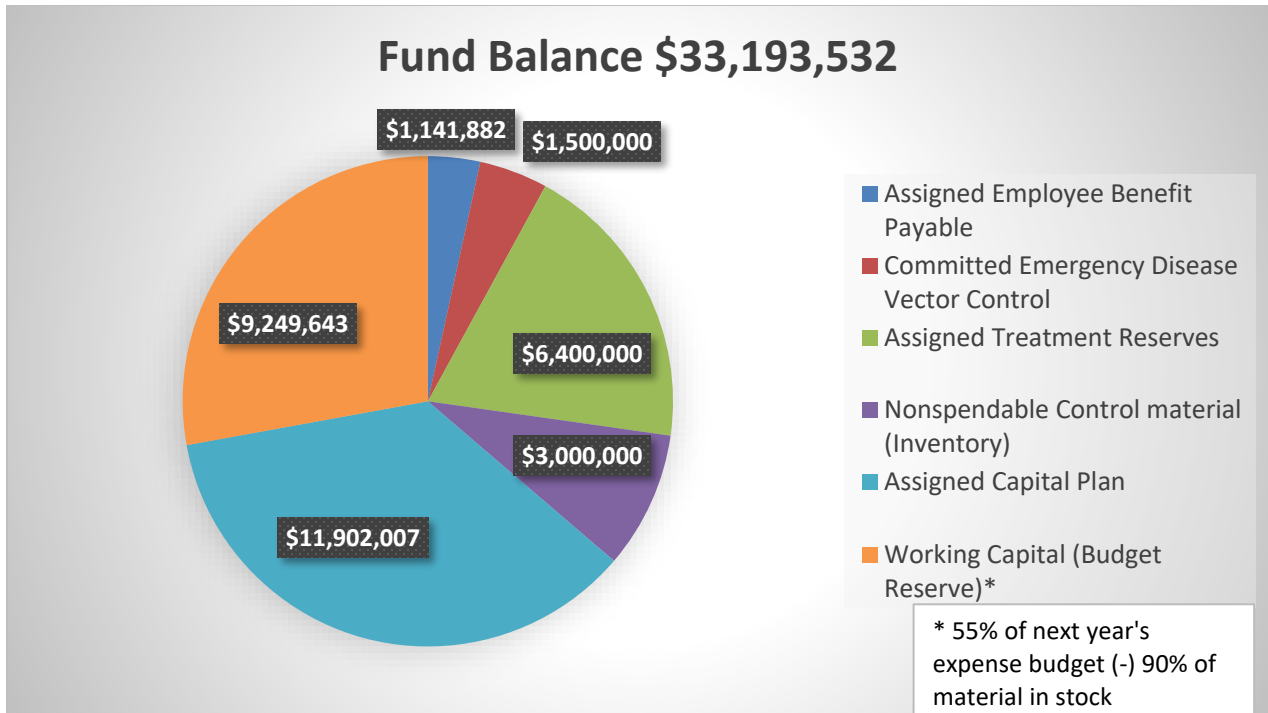




My mother always said before you start on a journey, you need to know where you are. We have been taking stock of MMCD. The District has secured the services of Roth IAMS, a firm that specializes in capital asset management, to conduct an assessment of the six facilities owned by MMCD. The firm has begun site visits. Many thanks to our Facilities Coordinator, Tim Stich, for leading this process. The MN Safety Council conducted an assessment of the District's safety program. Recommendations from this assessment will guide further development of our safety policies and procedures. Sovran Technology Solutions is finalizing the District's technology assessment, and we plan to receive their report next month.

Our strategic planning consultant, the Prouty Group, has completed their environmental scan and stakeholder engagement and input sessions. Adrienne Jordan will present these results and solicit additional feedback from you. Commissioners Meisner and Workman will join the 21-member strategic planning committee on Thursday to review MMCD's Mission and Values and help us get creative about our Vision for the next 10 years and beyond.

We have also been busy working on the 2025 budget which you will review and finalize at your December Commission meeting. Thanks to the outstanding fiscal leadership of Business Administrator Arleen Schacht, we are fortunate to have a robust fund balance. We have worked with the Executive Committee to better understand how these funds are to be used. In the following pie chart, you will see how these funds are allocated. Per MMCD's budget policies, funds are *Assigned* by the Executive Director while *Committed* funds are designated by the Commission.



Mosquito Control and Technical Services

The weather has continued its dry pattern for the month of September and the first part of October. The seven-county metro is currently in moderate drought range according to the US Drought Monitor, Figure 1. However, due to all the rain we received during the summer months, the water level in most of the wetlands is still near normal levels. We will continue to monitor the drought status, as it can have an impact on water levels in wetlands and how many mosquitoes we may see in the spring and into the summer of 2025.

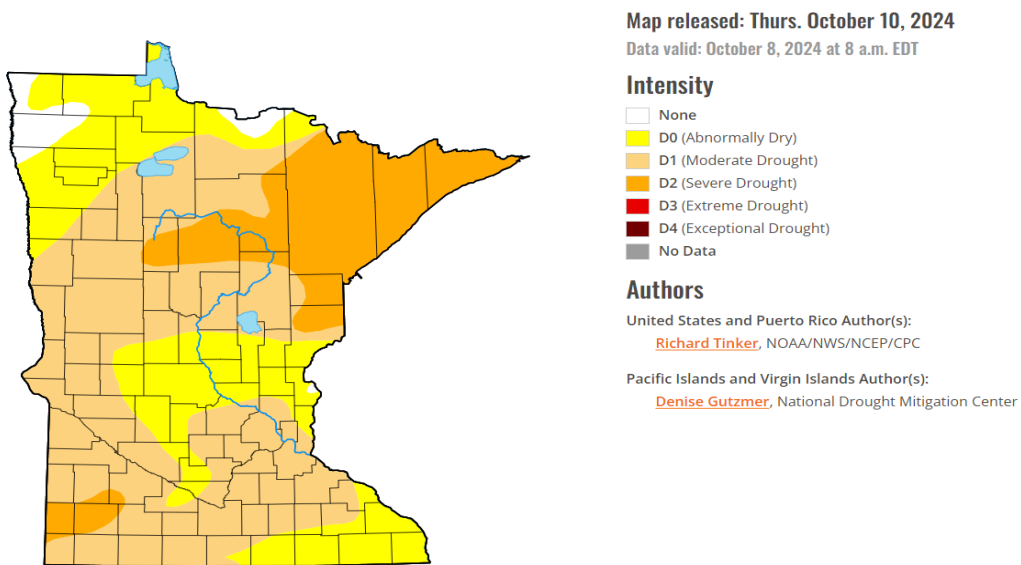


Figure 1. Current drought conditions, State of Minnesota. www.droughtmonitor.unl.edu

Field staff have completed inspecting wetlands that are classified as cattail sites. The biggest surprise for staff was how many acres of wetlands they found the cattail mosquito in. It was predicted that with the drought conditions over the past three summers and with a lower number of the adult cattail mosquitos caught in our surveillance traps in 2024, that treatment acres would be at a lower level. However, we found over 45,000 acres that need to be treated. Figure 2 shows all the wetlands that were found to have cattail mosquitoes in them in the metro. Figure 3 shows the total acres of wetland that were treated for the cattail mosquitoes for the last 10 years. In September 2024, we were able to treat 8,000 acres of these wetlands, but that leaves quite a bit still to do. We are currently working with the budget to determine if we can treat all the remaining acres in the spring of 2025.

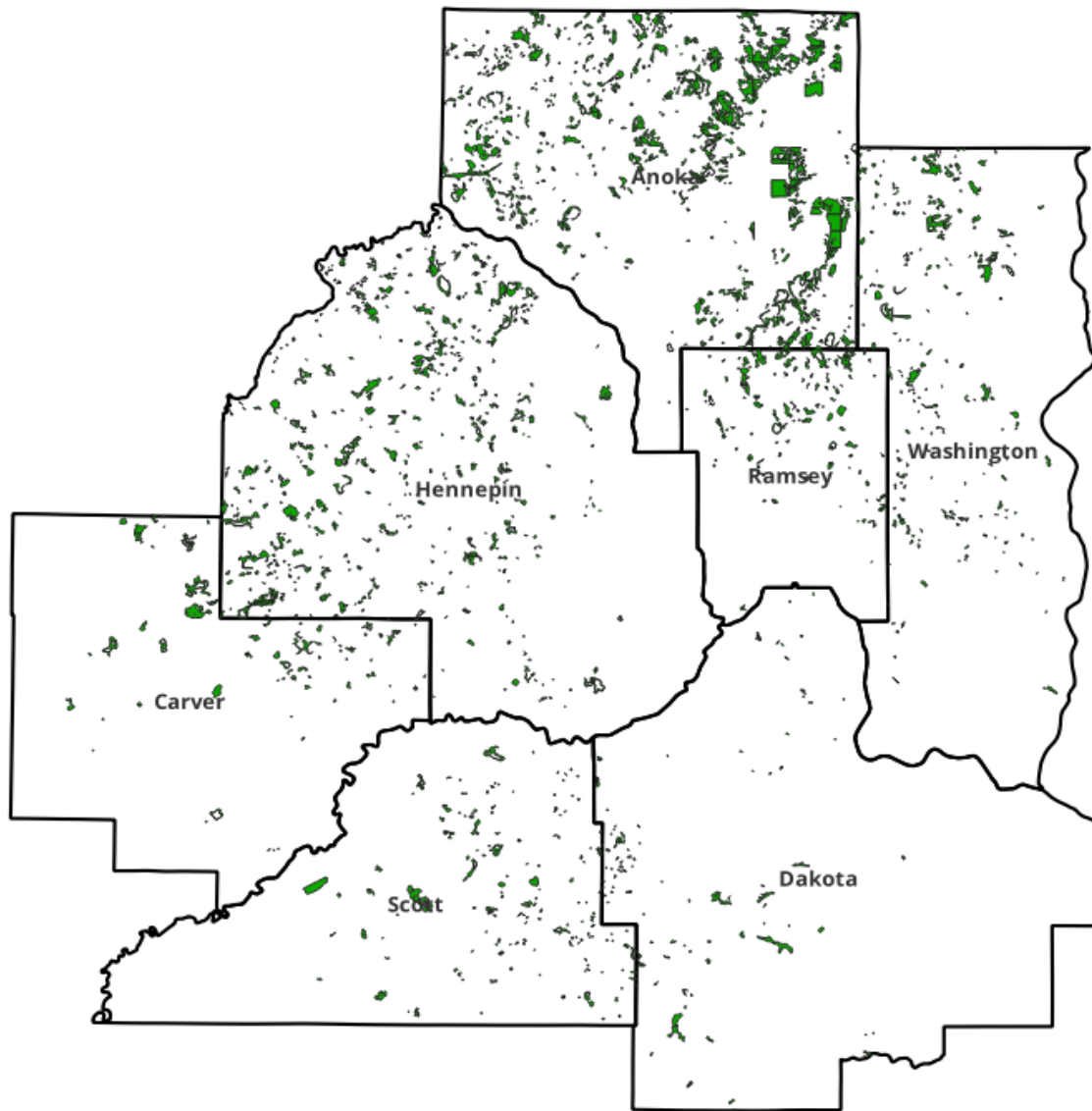


Figure 2. Map of the seven-county metro showing all the wetlands (areas shade green) where cattail mosquitoes have been found.

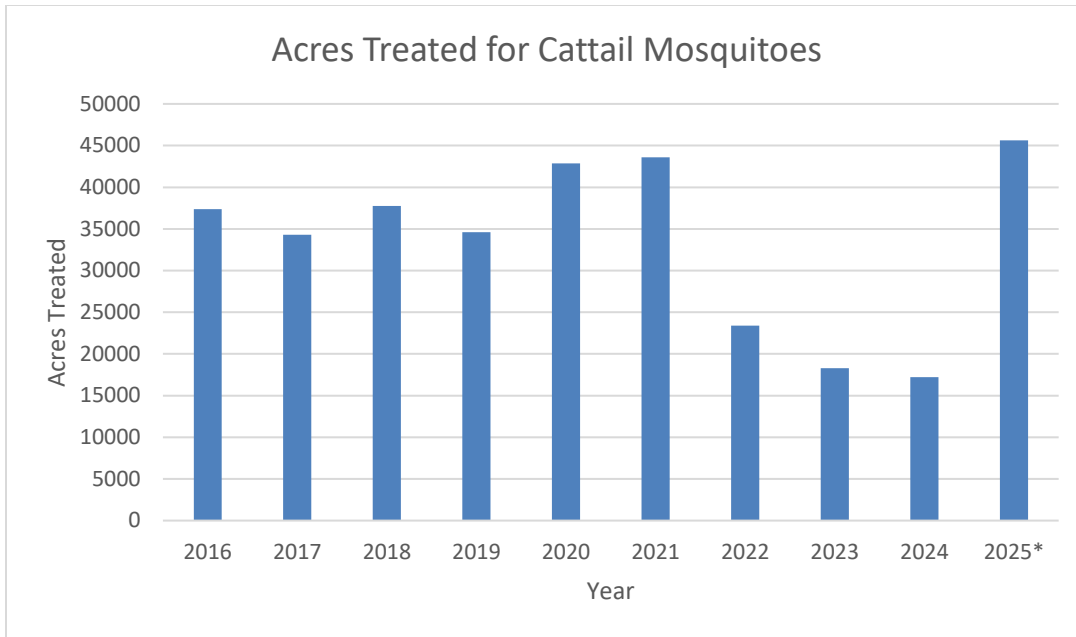


Figure 3. Acres treated 2016 – 2024 for cattail mosquitoes. For the 2025* treatments, 8,000 were treated in the fall of 2024. The remaining acres will be treated in the spring of 2025.

All mosquito larval treatments have been completed for 2025. Figure 3 shows total larval acres (helicopter, ground, and drone) treated each year, 2014 – 2024 (year to date). In 2024, we treated over 261,000 acres. This is the most acres we have treated since 2016. Without previous years of drought suppressing mosquito populations, this number would have been much higher.

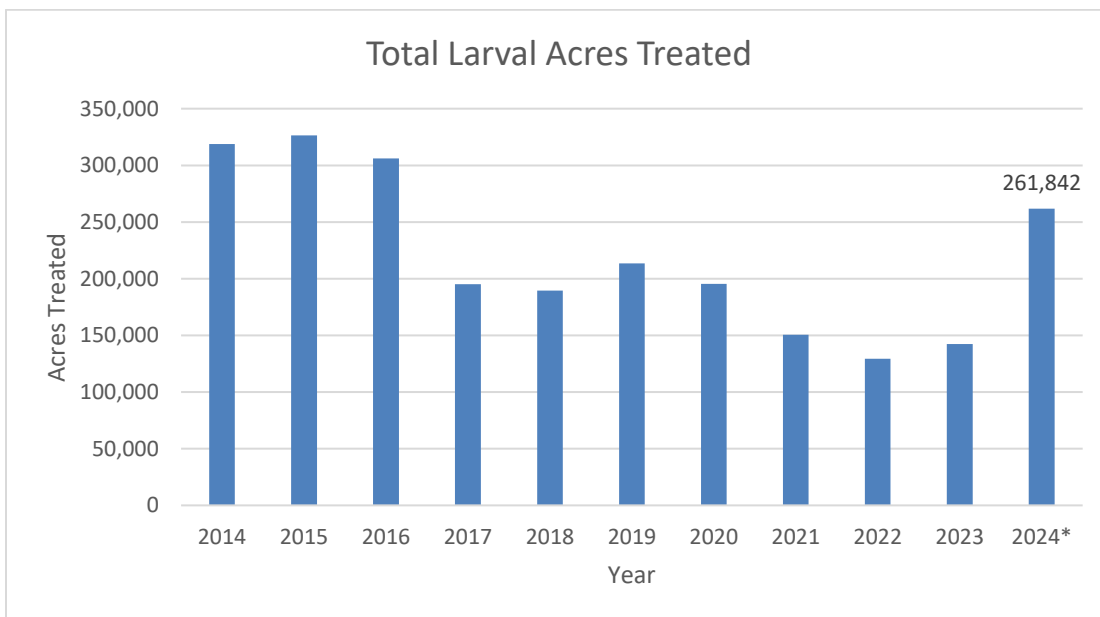


Figure 3. Total acres treated per year (helicopter, ground, and drone** treatments).

* 2024 - year to date

** Drone treatments did not begin until 2020

Our adult mosquito surveillance program has been completed for 2024. Figure 4 shows the above average spring snowmelt mosquitoes followed by mosquito populations dropping to below average levels throughout most of the season.

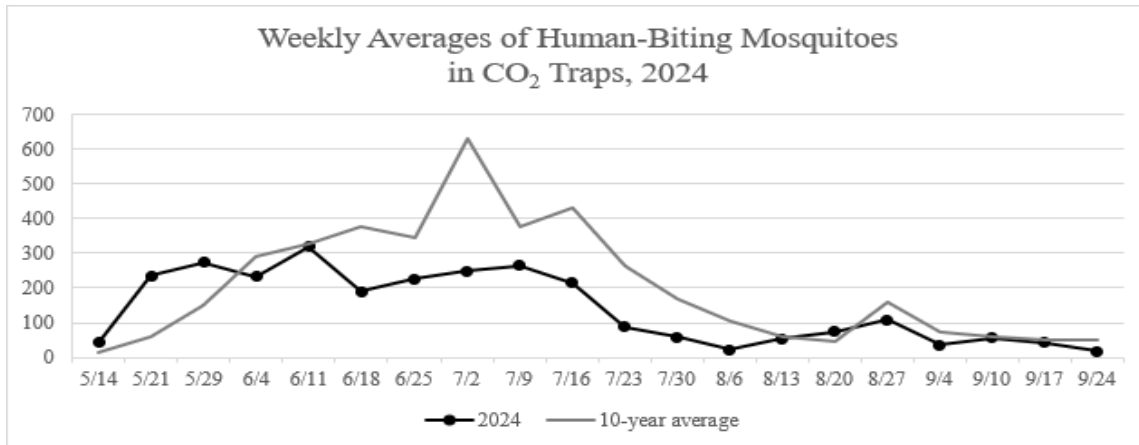


Figure 4. Comparison of average mosquito counts in CO₂ traps per week (2024 vs. 10-year average)

The 2024 population levels of c(cattail mosquito) were low throughout the summer season. Figure 5 displays this population trend over the past 5 years. Drought conditions and the availability of viable cattail habitat greatly suppressed adult mosquito numbers. Due to the significant rains in 2024, most of the District’s identified habitat has recovered to 2020 levels. Since these cattail mosquitoes develop over two mosquito seasons, 2025 mosquitoes were already surveyed this fall and showed *Cq. perturbans* larvae were reestablished throughout the habitat. We would expect to see elevated *Cq. perturbans* adult mosquito populations next summer.

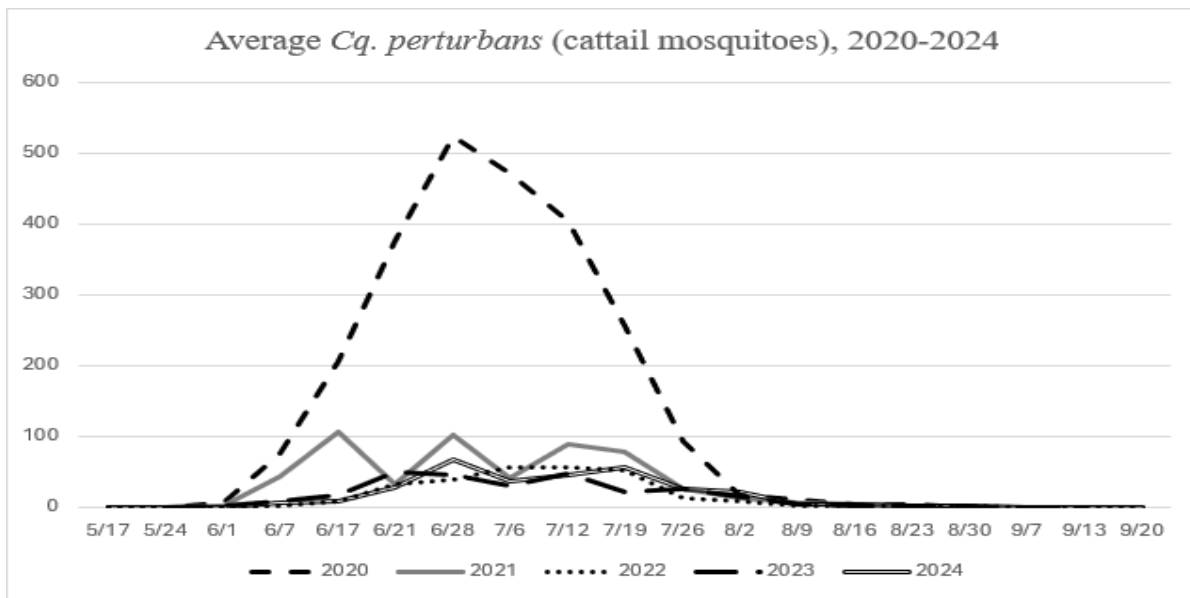


Figure 5. Average weekly *Cq. perturbans* populations from 2010-2024

The following diagram (figure 6) demonstrates the two-year life cycle of the *Cq. perturbans* mosquito. This species is unique allowing us to predict future population numbers. Staff can accurately survey cattail habitat and calculate larval numbers the year before emergence. Therefore, this species provides multiple windows of opportunity to suppress it. Control operations can be conducted in the fall and in the spring before these larvae emerge as adult mosquitoes. Since this mosquito is an aggressive human biter and is a possible vector of mosquito borne illness, the public gains good value from the resources used to control this particular species. Other mosquito species populations are less predictable and often coincide with variable rain events.

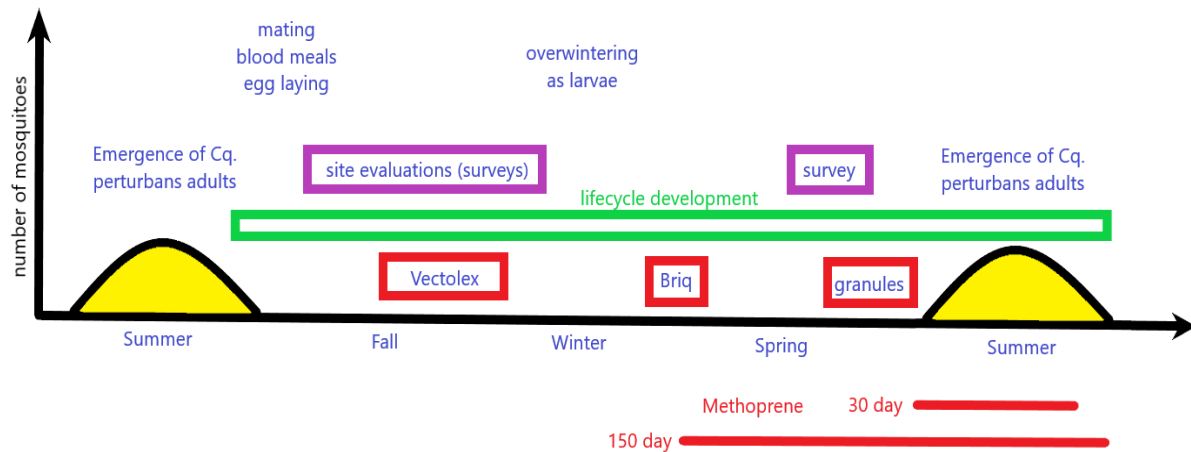


Figure 6. Two-year life cycle of *Cq. perturbans* mosquitoes and overview of timing of control options

Public Affairs

School Presentations

MMCD staff have been out at local schools and attending events targeted at school-aged children over the last month and will continue throughout October. In September, we participated in the Children’s Water Festival with over 1,900 4th graders from around the Twin Cities:



In the coming weeks we will be at schools in Hopkins, Cottage Grove, St. Paul, Eden Prairie, and Minnetonka. If you know of any schools or groups we should connect with, please let us know!

Public Affairs Goals

We’ve made great progress on the Public Affairs Goals for 2024 that the MMCD Communications Team established at the beginning of the year. Here are some current numbers:

Goal Area	Jan 1st	Oct 1st	Goal
Twitter/X Followers	1,062	1,114	1,150
Instagram Followers	532	633	700
Facebook Followers	1,925	2,210	2,100
School Presentations	0	23	20
Community Events	0	55	28
- East	0	25	25
- North	0	6	6
- Maple Grove	0	10	10
- Plymouth	0	3	3
- Jordan	0	10	10
- Rosemount	0	7	7
Media Stories	0	70	40
Newsletter Subscribers	4,960	5,245	5,500
Website Visitors	0	88,422	80,000