

**Metropolitan  
Mosquito Control District**

**Commission Meeting  
October 22, 2025  
9:15 AM**

*Information Packet*

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# METROPOLITAN MOSQUITO CONTROL DISTRICT COMMISSION MEETING AGENDA

OCTOBER 22, 2025, 9:15 AM

1. Welcome and Introduction
2. Roll Call
3. Approval of Agenda\*

CONSENT AGENDA \*The following items (4-5) are administrative in detail and will be approved in one motion unless a commissioner wishes to withdraw an item for discussion.

4. Approval of Commission Meeting Minutes for August 27, 2025
5. General Checks and Claims 80726-80986

## REGULAR AGENDA

6. Legislative Update – Peg Larsen & Kim Scott
7. Presentation: MMCD Tick Program – Jordan Mandli, PhD, Scott Larson, PhD, Janet Jarnefeld
8. OPEB Policy\*
9. Fund Balance Policy Revision\*
10. BWBR Contract\*
11. Savills Contract\*
12. Executive Director’s Report
13. Other Items
14. Adjournment

\* Action Requested

COMMISSIONER	COUNTY	COMMISSIONER	COUNTY
<input type="checkbox"/> Mandy Meisner	Anoka	<input type="checkbox"/> Angela Conley	Hennepin
<input type="checkbox"/> Jeff Reinert	Anoka	<input type="checkbox"/> Heather Edelson	Hennepin
<input type="checkbox"/> John Heinrich	Anoka	<input type="checkbox"/> Rena Moran	Ramsey
<input type="checkbox"/> John Fahey	Carver	<input type="checkbox"/> Garrison McMurtrey	Ramsey
<input type="checkbox"/> Lisa Anderson	Carver	<input type="checkbox"/> Kelly Miller	Ramsey
<input type="checkbox"/> Mary Hamann-Roland	Dakota	<input type="checkbox"/> Tom Wolf	Scott
<input type="checkbox"/> Laurie Halverson	Dakota	<input type="checkbox"/> David Beer	Scott
<input type="checkbox"/> Liz Workman	Dakota	<input type="checkbox"/> Bethany Cox	Washington
<input type="checkbox"/> Kevin Anderson	Hennepin	<input type="checkbox"/> Fran Miron	Washington

**Next Executive Committee Meeting: Wednesday, November 20, 2025 at 9:15 a.m.**  
**Next Commission Meeting: Wednesday, December 17, 2025 at 6:00 p.m.**

## METROPOLITAN MOSQUITO CONTROL DISTRICT COMMISSION MEETING

MINUTES  
AUGUST 27, 2025 – 9:15 AM

**Roll Call:**

Commissioner Rena Moran, Chair	Ramsey County
Commissioner Mandy Meisner	Anoka County
Commissioner John Heinrich	Anoka County
Commissioner Jeff Reinert	Anoka County
Commissioner Lisa Anderson	Carver County
Commissioner John Fahey	Carver County
Commissioner Liz Workman	Dakota County
Commissioner Mary Hamann-Roland	Dakota County
Commissioner Kevin Anderson	Hennepin County
Commissioner Heather Edelson	Hennepin County
Commissioner Angela Conley	Hennepin County
Commissioner Garrison McMurtrey	Ramsey County
Commissioner Kelly Miller	Ramsey County
Commissioner Tom Wolf	Scott County
Commissioner David Beer	Scott County
Commissioner Bethany Cox	Washington County
Commissioner Fran Miron	Washington County

**Staff:**

Maria Mancilla-Diaz, Business Administrator  
Jon Peterson, Assistant Director  
Jennifer Macchia, Business Office Manager  
Alex Carlson, Public Affairs Manager  
Tim Stich, District Facilities Manager  
Jordan Mandli, PhD, Vector Ecologist

**Guests:**

Sam Ketchum, MMCD Legal Counsel  
Doua Yang-Hernandez, Principal Aide for the Office of Commissioner McMurtrey

Chair Rena Moran called the meeting to order at 9:18am.

Roll call was completed, and Chair Moran moved on to the first action items – the approval of the agenda. Commissioner Hamann-Roland moved to approve the agenda; Commissioner Fahey seconded the motion. The agenda was approved unanimously.

Chair Moran moved on to the second action item. Commissioner Workman moved to approve the consent agenda; Commissioner Miron seconded the motion. The consent agenda was approved unanimously.

Chair Moran invited Vector Ecologist, Dr. Jordan Mandli, to provide an informational update on West Nile virus. Dr. Mandli provided details on how the District conducts West Nile virus surveillance and shared graphs which indicated that activity was higher than normal in 2025. The District has been responding to the elevated risk with increased surveillance, control measures, collaboration with other government units, and media outreach. Commissioner Hamann-Roland asked why birds like robins aren't affected by West Nile virus. Dr. Mandli explained it circumnavigates their immune system and doesn't

cause illness. Commissioner Halverson asked why MMCD and the MN Department of Health don't collect and test dead birds anymore. Dr. Mandli explained it was a difficult resource to maintain and mosquitoes that test positive are just as good as an indicator. Commissioner Halverson suggested that those who serve on County Public Health boards should do more to coordinate MMCD and County Public Health collaboration; other commissioners agreed it merited further discussion. Commissioner Beer asked what other diseases people should be concerned about. Dr. Mandli responded that most tropical diseases cannot survive here. MMCD follows up on cases of La Crosse encephalitis, Eastern Equine Encephalitis, and others in coordination with the MN Department of Health.

Chair Moran thanked Dr. Mandli for the presentation and invited Business Administrator Maria Mancilla-Diaz to present on the MMCD Compensation Study. Ms. Mancilla-Diaz provided an update on the results from Gallagher's Compensation Study, sharing that the study would ensure that MMCD offers foundational information to the end that the District offers fair compensation to staff.

Chair Moran thanked Ms. Mancilla-Diaz and invited Assistant Director Jon Peterson to present on the fleet assessment. Mr. Peterson noted that 37% of the District's fleet is older than 15 years, and the plan to keep vehicles for 15 years is longer than 6 of the metro counties. Commissioner Reinert asked if counties use the vehicles year-round. Mr. Peterson responded that most of the vehicles in the survey are used seasonally. Commissioner Lisa Anderson asked if MMCD would have the room if we decided to switch to doing repairs in-house. Mr. Peterson responded that it would be part of the facilities plan.

Chair Moran thanked Jon Peterson for the presentation and invited District Facilities Manager Tim Stich to present on the Facilities Assessment. Mr. Stich presented on the 5-year Capitol Improvement and Maintenance Plan that includes an update of the Entomology Lab in St. Paul, a storage structure at the Maple Grove facility, and a new Plymouth facility. Commissioner Reinert said that there needs to be a clear plan for maintenance to prevent future issues. Chair Moran asked about the next steps and Mr. Stich responded that a Real Estate RFP was closing soon and MMCD would work with the chosen firm to explore options. Commissioner Halverson suggested that MMCD revisit our land use policy after Commissioners learned that a neighboring business was using land owned by MMCD at the Plymouth facility.

Chair Moran thanked Mr. Stich and invited Business Office Manager Jennifer Macchia to present on MMCD Health Insurance. Ms. Macchia shared the discrepancy between the amount MMCD contributes to employee health insurance compared to counties who responded to the survey. Commissioner Kevin Anderson asked what percentage of MMCD employees enroll in the health insurance program. Ms. Macchia responded about 55% of staff, of which only 4 or 5 are enrolled in the family plan and the remainder are enrolled as single members. Commissioner Cox pointed out the difficulty of comparing plans directly because of different deductibles, HSA contributions, and other factors. Chair Moran thanked Ms. Macchia.

Executive Director Daniel Huff was not in attendance at the August meeting, so Public Affairs Manager Alex Carlson shared the Executive Director's report. Helicopter acres are on pace to similar numbers as 2024, and MMCD continues to respond to West Nile virus activity. Integrated Services Manager Mark Smith hosted a demonstration day for the Technical Advisory Board which was a success. Mr. Carlson invited Commissioners to visit the MMCD booth at the Minnesota State Fair.

Chair Moran thanked commissioners for the productive meeting. Commissioner Lisa Anderson motioned to adjourn the meeting. Commissioner Kevin Anderson seconded the motion. The meeting was adjourned at 10:35AM.

## **METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING**

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**Presented by:**

Peg Larsen & Kim Scott

**Informational:**

Legislative Update

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A major focus right now is the federal government shutdown that, at the time of this writing, has no end in sight. The Minnesota Senate Subcommittee on Federal Impacts has been meeting biweekly to highlight the effects of the federal government shutdown on Minnesota, thus far focusing on the impacts on SNAP, food security, and health insurance.

It does not appear that Governor Walz will call a special session. Only the Governor can call a special session, but he has no control over what happens once one is called. The DFL leaders released an offer on a special session that included several gun control measures, including a ban on assault weapons and high-capacity magazines plus mental health funding and school safety measures. House Republican Leader Niska stated that there were no Republican votes for the DFL proposal. With the tie in the House, such a proposal would not make it out of the Rules committee without Republican support. The Senate needs 34 votes to pass any bill and they are down two members due to the death of Sen. Bruce Anderson and resignation of Sen. Nichole Mitchell. With no agreement from a majority of the legislature, calling a special session would be a risky move for Gov. Walz.

The second year of the legislative biennium is traditionally intended to pass a capital investment bonding bill for infrastructure. During some bienniums, the Legislature also passed supplemental budgets in the second year. However, with the financial outlook of the state being negative it does not appear that there will be additional revenue to appropriate for supplemental budgets. More will be known when the November budget forecast is released. Both the Senate and House Capital Investment committees have been participating in bonding tours across Minnesota and appear to be diligently working on evaluating proposals for a capital investment bill. The Legislature passed a \$700 million bonding package during the last special session. A 2026 bonding bill could be around the same amount.

Rep. Cedric Frazier has been announced as the new co-Chair of the powerful Ways and Means committee after Rep. Zack Stephenson was elevated to DFL House caucus Leader. Rep. Frazier is also running for Hennepin County Attorney. The upcoming election could affect the balance of power in the Senate, but we are likely to be in a similar situation as the previous session with an evenly split House and one-seat DFL majority in the Senate.

There is constant movement in politics and the November 4<sup>th</sup> election will be no exception with 3 special elections and several current legislators vying for other office. As a recap, Senators Jim Carlson, Jeremy Miller, and Ann Rest have announced retirements at the end of this biennium. Representatives Tom Dippel and Mike Freiberg have announced campaigns for Senate seats. Rep. Kaela Berg and Senators Matt Klein and Eric Pratt are running for the 2<sup>nd</sup> Congressional District, Rep. Kristin Robbins is running for Governor, Rep. Wolgamott is running for State Auditor, Rep. Kaohly Her is running for St. Paul Mayor, and Sen. Omar Fateh is running for Minneapolis Mayor. All of these moving pieces could trigger additional special elections after the November 4<sup>th</sup> results putting 2025 on track to break the record for the most special elections in one year.

## **METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING**

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**Presented by:**

Janet Jarnefeld  
Dr. Scott Larson  
Dr. Jordan Mandli

**Informational:**

MMCD Tick Program

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**Background:**

As the days grow shorter and leaves cling tenuously to the trees, a familiar menace returns to Minnesota’s forests. Like something out of a horror story, the blacklegged (deer) tick reemerges in autumn, seeking a host to feed on. Garlic and holy water won’t help against its bite—but proven prevention methods will.

Tick prevention often takes center stage in late spring and early summer, when Minnesota’s primary tick species—the blacklegged tick, American dog tick, and Lone Star tick—are most active. These tiny arachnids feed on wildlife, pets, and people alike. Of particular concern is the blacklegged tick, which transmits all endemic tick-borne diseases in Minnesota, including Lyme disease, Anaplasmosis, Babesiosis, and the rare but serious Powassan virus. Unlike the other species, the blacklegged tick has a “second season.” As adults, they emerge again in the cool autumn months, driven by an unrelenting need to feed.

The Metropolitan Mosquito Control District (MMCD) employs multiple strategies to monitor this growing public health threat. For more than 30 years, staff have conducted routine animal trapping to track tick activity across the metro area. MMCD also performs drag sampling to measure tick presence and seasonal risk at specific locations. Some collected ticks are tested for pathogens, helping to map disease risk and changes in tick populations over time.

While no single measure can prevent tick bites and the diseases they carry, a layered approach greatly reduces risk:

- Know when and where ticks are active.
- Use personal protection—wear long sleeves and pants, apply repellents, and treat pets with anti-tick medications.
- Perform regular tick checks after spending time outdoors.
- Make yards less tick-friendly by clearing vegetation and discouraging deer.

Ticks may seem like mythical monsters, but there’s no need to panic. MMCD continues to work with public health partners to better understand tick-related health impacts and explore future control strategies. While no large-scale tick control method exists yet, MMCD stands ready to act when one does.

## METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

**Requested by:**  
Sam Ketchum

**Action Requested:**  
Approval of OPEB Policy and Resolution

### Background

This memorandum outlines a proposed policy and resolution related to the District’s Other Post-Employment Benefits Plan (the “OPEB Plan”). State law authorizes governmental entities to create a trust to provide reliable funding for post-employment benefit liabilities. It also authorizes withdrawals from such trusts if the liability owed to former employees is defeased.

In 2008, the Commission established a trust and made an initial contribution of \$1,030,225. As of the same year, no former, current, or future employees may become eligible for the OPEB Plan. The total OPEB liability owed at the end of fiscal year 2024 was \$589,042. The trust has grown to a balance of \$7,1254,232. Not only is the total OPEB liability currently defeased, but the trust is exceptionally well-funded and sees consistent returns:

**Investment Performance As Of 9/30/2025**  
Metro Mosquito Control Dist.



	1 Month	3 Month	Fiscal YTD	1 Year	3 Year	5 Year
Non-Retirement Bond Fund	1.13%	2.21%	6.30%	3.29%	5.53%	(0.08%)
Non-Retirement Equity Fund	3.65%	8.13%	14.82%	17.59%	24.92%	16.45%
<b>Total Performance</b>	<b>3.64%</b>	<b>8.10%</b>	<b>14.78%</b>	<b>17.51%</b>	<b>24.79%</b>	<b>16.32%</b>

Based on District staff discussions and a review of other governmental entities practices, District staff are proposing that the Commission approve (1) a policy governing the trust, withdrawals, and administration, and (2) a resolution authorizing a specific withdrawal for 2025.

### Overview of the Proposed Policy

The policy is designed to outline annual reporting requirements, ensure the financial health and long-term sustainability of the trust, and allow the District to utilize a small portion of the trust's substantial assets to fund active employee health insurance benefits. A key component of this policy would authorize an annual recurring withdrawal from the trust. The policy authorizes the District to withdraw at least 4.00% of the Fiduciary Net Position each year if specific financial conditions are met, which will ensure the trust remains well-funded and the liability owed to former employees is defeased.

### **Key Policy Requirements and Safeguards**

The policy includes the following requirements to ensure financial prudence and accountability:

**Disbursements:** The District will continue following GASB and District rules for benefit payments, contributions, calculations for disbursements, and annual budgeting.

**Annual Funding Requirement:** The District will maintain the trust at an annual funding of at least 120% of the total OPEB liability.

**Annual Certification and Recurring Withdrawal:** The Business Administrator will certify annually that the trust meets the annual funding requirement and that all post-employment benefit liability is defeased. If the certification is made, the District will make the annual recurring withdrawal. The withdrawal must still be authorized by Commission resolution.

**Suspension Clause:** The annual recurring withdrawal will automatically suspend if the annual funding requirements is not met, if the total OPEB liability is not defeased, or if the Commission acts by resolution to suspend the withdrawal.

**Restricted Use of Funds:** The funds from the recurring withdrawal are restricted to the sole purpose of funding active employee health insurance benefits. The District will be required to comply with any requirements of the Minnesota Public Employees Retirement Association and Minnesota State Board of Investment, which are the state entities that administer the trust and manage its assets. Any withdrawals will be considered in the annual budget.

**Regular Reporting:** The District will perform biannual actuarial valuations to monitor the trust's funding and ensure compliance with GASB Statement Nos. 74 and 75 and the policy.

### **Overview of the Proposed Resolution**

The resolution would authorize a specific withdrawal for the year 2025 consistent with the policy described above.

### **Notes**

The District Attorney and District staff presented the proposed policy and resolution to the Executive Committee. The Executive Committee moved to recommend that the Commission approve the policy and resolution with an amendment that the policy authorize at least 4.00% of the Fiduciary Net Position each year. In addition to the policy and resolution, the District's most recent actuarial valuation is included in the Commission packet.

**METROPOLITAN MOSQUITO CONTROL DISTRICT**

**RESOLUTION NO. 1**

**RESOLUTION APPROVING OTHER POST-EMPLOYMENT BENEFITS PLAN TRUST  
FUND ASSET MANAGEMENT AND WITHDRAWAL POLICY**

**WHEREAS**, the Metropolitan Mosquito Control District (the “District”) previously established an Other Post-Employment Benefits Plan that provides funding for health insurance benefits to certain eligible employees after their termination of service (the “OPEB Plan”); and

**WHEREAS**, Minnesota Statutes, Section 471.6175 authorizes public entities to create a trust in order to provide reliable funding for such postemployment benefits; and

**WHEREAS**, the Executive Committee has recommended that the Commission approve an Other Post-Employment Benefits Plan Trust Fund Asset Management and Withdrawal Policy (the “Policy”); and

**WHEREAS**, the Policy outlines requirements for annual disbursements, funding levels, withdrawals, certification, reporting, and budgeting related to the OPEB Plan and Trust; and

**WHEREAS**, on October 22, 2025, the Commission was presented documentation from District staff regarding the Policy and hereby approves the Policy.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commission of the Metropolitan Mosquito Control District, that the proposed Other Post-Employment Benefits Plan Trust Fund Asset Management and Withdrawal Policy is approved and District staff are authorized to take all actions necessary to comply with the Policy.

Adopted by the Commission of the Metropolitan Mosquito Control District, Minnesota on this 22nd day of October, 2025.

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Rena Moran, Chair

ATTEST:

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Maria Mancilla-Diaz, Business Administrator



## **Other Post-Employment Benefits Plan Trust Fund Asset Management and Withdrawal Policy**

### **I. Background and Purpose**

The Metropolitan Mosquito Control Commission and Metropolitan Mosquito Control District staff are committed to the proper financial management of the District, including health insurance benefits owed to certain eligible employees after their termination of service (the “OPEB Plan”). Minnesota Statutes, Section 471.6175 authorizes public entities to create a trust to provide reliable funding for such post-employment benefit liabilities. Minnesota Statutes, Section 471.6175, subdivision 7(b)(1) also authorizes withdrawals from such a trust when all postemployment benefit liability owed to former employees has been defeated. On November 19, 2008, the Commission authorized District staff to establish such a trust. The Minnesota Public Employees Retirement Association serves as the administrator of the trust and any withdrawals. The Minnesota State Board of Investment serves as the manager of the assets of the trust. Pursuant to Governmental Accounting Standards Board Statement Nos. 74 and 75, the District is required to report details about the OPEB Plan and trust. However, the Commission retains the authority to determine funding levels and methodology. The Commission accordingly adopts the following policy to ensure reliable funding and accountability related to the OPEB Plan, trust, and any withdrawals.

### **II. Definitions**

1. Actuarial Present Value of Benefits – the present value of all future projected benefits for the current participant group, if all actuarial assumptions are exactly met.
2. Fiduciary Net Position – the value of dedicated OPEB assets reported by the District.
3. GASB Statement No. 74 – the Governmental Accounting Standards Board Statement Number 74 Financial Reporting for Postemployment Benefits Other Than Pensions.
4. GASB Statement No. 75 – the Governmental Accounting Standards Board Statement Number 75 Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.
5. OPEB Plan – the specific post-employment health insurance benefits plan under which annual disbursements are made to certain eligible District employees after their termination of service.
6. PERA - Minnesota Public Employees Retirement Association.



7. Reporting Date - the fiscal year end of the OPEB Plan or District.
8. SBI - Minnesota State Board of Investment.
9. Trust – the specific trust administered by PERA and managed by SBI for which OPEB Plan assets are held and for which reimbursements and withdrawals are made.
10. Total OPEB Liability - the portion of the Actuarial Present Value of Benefits which is not attributable to future service costs (i.e., the accrued liability).

### **III. Policy**

1. Disbursements. GASB Statement Nos. 74 and 75 have specific rules regarding the projection of benefit payments, contributions, and calculations for disbursements. Payments, contributions, and calculations for disbursements from the Trust by the District to eligible employees shall follow such rules. Disbursements shall follow the regular budget process and not require a Commission resolution.
2. Annual Funding Requirement. The Commission shall, at minimum, require annual funding of the Trust in the amount of at least one-hundred and twenty percent (120.00%) of the Total OPEB Liability.
3. Annual Funding and Defeasibility Certification. Based on actuarial analysis as of the most recent Reporting Date, the Business Administrator of the District shall certify each year to the Commission whether the following conditions have been met: (1) the Total OPEB Liability meets the annual funding requirement, and (2) all postemployment benefit liability owed to former employees have been defeased.
4. Annual Recurring Withdrawal. If the annual certification is made, it shall be District policy to make one annual withdrawal of at least four percent (4.00%) of the Fiduciary Net Position of the Trust as of the most recent Reporting Date. The annual recurring withdrawal shall be approved by Commission resolution. PERA requires the District to submit a form requesting any withdrawals. If approved, PERA directs SBI to transfer Trust assets to the District. The request for withdrawal shall be made using the form and process as may be required by PERA and SBI. District officials, staff, and consultants shall deposit the annual recurring withdrawal in a fund to be used for the specific purpose of financing active employee health insurance benefit costs. The use, transfer, or withdrawal of any Trust assets withdrawn pursuant to this annual recurring withdrawal shall be restricted solely to funding payments of active employee health insurance benefits.



5. Suspension of Annual Recurring Withdrawal. The annual recurring withdrawal shall automatically suspend if any of the following conditions occur:
  - a. It is determined by actuarial analysis that the Trust does not meet the annual funding requirement;
  - b. It is determined by actuarial analysis that the Total OPEB Liability owed to former employees is not defeased; or
  - c. The Commission acts by resolution to suspend the annual recurring withdrawal.
6. Reinstatement of Annual Recurring Withdrawal. If annual recurring withdrawals are suspended, such withdrawals may only resume upon Commission resolution after an annual certification demonstrates compliance with the annual funding and defeasibility requirements described under paragraph II(2).
7. Other Trust Withdrawals. Except for the annual recurring withdrawal, the District may only make any other withdrawals from the Trust if the Commission acts by resolution and pursuant to all applicable laws, regulations, and District policies.

## **IV. Implementation and Accountability**

1. Biannual Reporting Requirements. The funding approach for the OPEB Plan and Trust for the District shall be based on forecasting the Total OPEB Liability using an Actuarial Present Value of Benefits basis. At least once every two years, the District shall complete an actuarial valuation of the OPEB Plan and Trust under GASB Statement Nos. 74 and 75. The actuarial valuation shall be used to adjust the funding of the OPEB Plan as necessary.
2. Annual Budgeting Requirement. The Commission and District staff shall ensure that the Trust funding and any withdrawals are considered as part of the regular annual budget process of the Commission.
3. Other Legal Compliance. The Commission and District staff shall ensure all funding, disbursements, withdrawals, reporting, and budgeting actions comply with applicable laws, regulations, and District policies.

# METROPOLITAN MOSQUITO CONTROL DISTRICT

## RESOLUTION NO. 2

### RESOLUTION AUTHORIZING WITHDRAWAL FROM DISTRICT OTHER POST-EMPLOYMENT BENEFITS PLAN TRUST ACCOUNT

**WHEREAS**, the Metropolitan Mosquito Control District (the “District”) previously established an Other Post-Employment Benefits Plan that provides funding for health insurance benefits to certain eligible employees after their termination of service (the “OPEB Plan”); and

**WHEREAS**, Minnesota Statutes, Section 471.6175 authorizes public entities to create a trust in order to provide reliable funding for liabilities owed to employees eligible for such postemployment benefits; and

**WHEREAS**, on November 19, 2008, the Commission authorized District staff to establish such a trust and made an initial contribution of \$1,030,225 (the “Trust”); and

**WHEREAS**, based on the most recent actuarial valuation dated January 17, 2025 attached as an Exhibit A, the assets of the Trust have grown substantially from the initial 2008 contribution of \$1,030,225 to a balance of \$7,124,232 for the fiscal year ending December 31, 2024 (i.e., the “Fiduciary Net Position”); and

**WHEREAS**, based on the same valuation, the total OPEB Plan liability owed by the District to participant employees was \$589,042 for the fiscal year ending December 31, 2024 (the “Total OPEB Liability”); and

**WHEREAS**, the class of eligible participant employees closed in 2008 and therefore no other former, current, or future employees may become eligible for the OPEB Plan; and

**WHEREAS**, the Minnesota Public Employees Retirement Association (“PERA”) serves as the administrator of the Trust; and

**WHEREAS**, the Minnesota State Board of Investment (“SBI”) serves as the manager of the assets of the Trust; and

**WHEREAS**, pursuant to Governmental Accounting Standards Board Statement Nos. 74 and 75 (“GASB Statement Nos. 74 and 75”), the District is required to provide details about its OPEB Plan obligations and demonstrates compliance with such standards through biannual actuarial valuations; and

**WHEREAS**, although the OPEB Plan and Trust is governed by GASB Statement Nos. 74 and 75, administered by PERA, and managed by SBI, it is prudent to adopt a policy to ensure reliable funding and accountability related to the OPEB Plan and Trust; and

**WHEREAS**, the Executive Committee of the Commission has recommended that the Commission approve an Other Post-Employment Benefits Plan Trust Fund Asset Management and Withdrawal Policy (the “Policy”); and

**WHEREAS**, the Policy outlines requirements for annual disbursements, funding levels, withdrawals, certification, reporting, and budgeting related to the OPEB Plan and Trust; and

**WHEREAS**, under the Policy, the Commission intends to annually authorize a recurring withdrawal of 4.00% of the Fiduciary Net Position, as of the most recent reporting date, in order to finance active employee health insurance benefit costs; and

**WHEREAS**, the Policy authorizes the District to make the annual recurring withdrawal if the Business Administrator certifies to the Commission that the Trust meets an annual funding requirement of at least one-hundred and twenty percent (120.00%) of the Total OPEB Liability and all postemployment benefit liability owed to former employees has been defeased; and

**WHEREAS**, the Business Administrator has certified that the Trust currently meets the annual funding requirement as the assets of the Trust are 1209.50% the Total OPEB Liability at the end of fiscal year 2024 (i.e., the Fiduciary Net Position divided by Total OPEB Liability); and

**WHEREAS**, the Business Administrator has certified that the District has currently demonstrated that the liability owed to former employees under its OPEB Plan is defeased; and

**WHEREAS**, consistent with the Policy, the proposed 2025 withdrawal is \$284,969.28 (the “Withdrawal”); and

**WHEREAS**, PERA requires the District to submit a form requesting the Withdrawal, and if approved, PERA would direct SBI to transfer Trust assets to the District; and

**WHEREAS**, on October 22, 2025, the Commission was presented documentation from District staff regarding the Policy and Trust and has determined that the Withdrawal benefits the financial health and employees of the District.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commission of the Metropolitan Mosquito Control District, as follows:

1. The Commission hereby approves the proposed Withdrawal in the amount of \$284,969.28 from the Trust.
2. District staff are authorized to take all actions necessary to make the Withdrawal and comply with all other requirements of laws and rules governing withdrawals from the OPEB Plan and Trust, including to complete, certify, and submit the required withdrawal form to PERA.

3. The use, transfer, or withdrawal of any Trust assets pursuant to this Resolution shall be restricted solely to funding payments of active employee health insurance benefits.

Adopted by the Commission of the Metropolitan Mosquito Control District, Minnesota on this 22nd day of October, 2025.

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Rena Moran, Chair

ATTEST:

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Maria Mancilla-Diaz, Business Administrator

## METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

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**Requested by:**

Maria Mancilla-Diaz

**Action Requested:**

Approval of Revised Fund Balance Policy and Resolution

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**Background:**

At the July 2025 MMCD Commission meeting, the Commission requested that MMCD research and establish a fund balance policy to memorialize the strategic direction needed to effectively carry out the MMCD's mission. This policy would align with best practices and the recommendations of the Office of the State Auditor.

The General Fund balance consists of five components:

- **Non-spendable Balance:** Resources not in spendable form, such as inventory.
- **Committed Balance:** Funds formally committed by the Commission for specific uses, like emergency disease vector control.
- **Assigned Balance:** Funds intended for specific purposes, including employee benefit payable and treatment reserves. We will maintain a reserve at least three times the difference between the most expensive year from the past 10 years and the 10-year average. This strategy ensures we have resources for up to three consecutive "wet years" and can replenish reserves during subsequent dry years.
- **Working Capital Budget Reserve:** A reserve equal to 55% of the next fiscal year's budgeted expenses, minus material in stock. This ensures operational continuity.
- **Assigned Capital Plan:** Any funds remaining in the General Fund balance that exceed the required Working Capital Budget Reserve, Committed Balance and Assigned Balance shall be automatically assigned to the Capital Plan for projects like fleet replacement and facility improvements.

**Research and Justification**

This policy is based on an analysis of fund balance policies from several Minnesota government entities, including the Office of the State Auditor (OSA). Our research indicates that Minnesota entities maintain reserves between 25% and 50% of their annual budget or revenues.

- Bemidji: 50% of the subsequent year's budget.
- Ramsey County: 50% maximum, with any excess transferred to the Capital Projects Fund.
- Washington County: 20-50% of the subsequent year's expenditure.
- Scott County: 25-30% operating expenditure.
- Anoka County: 35-50% of operations.

**Office of the State Auditor (OSA):** The OSA provides comprehensive recommendations for fund balance policies. They advise local governments to:

- Adopt a formal, comprehensive fund balance policy addressing minimum levels, resource use order, stabilization, and commitment/assignment processes.

- Maintain an unrestricted fund balance of 35-50% of fund operating revenues or no less than five months of operating expenditures. This is particularly recommended for entities that rely heavily on property taxes and have uneven cash flow.
- Consider the volatility of revenues and expenditures when determining the minimum level. Higher volatility may justify a higher fund balance.

Our proposed 55% Working Capital Budget Reserve seems at the higher end of these ranges. However, once treatment material inventory is subtracted, this drops to approximately 45% of the annual budget.

**Action Requested**

Approve the updated Fund Balance policy.



## Fund Balance Policy for MMCD

This policy outlines the five key components of the MMCD's General Fund balance, providing a clear framework for financial management. The primary objective is to maintain a stable working capital reserve and strategically allocate excess funds to the capital plan for long-term investments.

### Fund Balance Components

The MMCD General Fund is composed of five (5) distinct fund balance components. The Fund Balance will be updated annually and include the following components.

1. **Non-spendable Balance:** This portion is comprised of resources that are not in a spendable form. As of the most recent financial statement, this includes control material (inventory).
2. **Committed Balance:** These funds have been formally committed by the MMCD Commission for specific, high priority uses. This includes emergency disease vector control.
3. **Assigned Balance:** These are funds that the MMCD intends to use for a specific purpose. This includes assigned employee benefit payable and treatment reserves. The District will maintain an assigned balance that:
  1. Includes assigned employee benefit payable and will be updated annually.
  2. Includes treatment reserves that are at least three times the difference between the most expensive year from the past 10 years and the 10-year average. This strategy is designed to provide sufficient resources for up to three consecutive "wet years" (periods requiring extensive treatment) without depleting our reserves. This number will be updated annually.

This approach ensures that the MMCD can maintain effective treatment operations even during consecutive high-demand years, and that we can immediately replenish the fund balance in the subsequent dry years. It also ensures that the Commission will always have funds available for a wet year, which is essential to our mission.

4. **Working Capital Budget Reserve:** This reserve is a vital tool for ensuring the District's financial stability and operational continuity. It is maintained at a level equal to 55% of the next fiscal year's budgeted expenses, minus the value of material in stock.
5. **Assigned Capital Plan:** Any funds remaining in the General Fund balance that exceed the required Working Capital Budget Reserve, Committed Balance and Assigned Balance shall be automatically assigned to the Capital Plan. This ensures that surplus funds are strategically used for capital projects, such as fleet replacement and facility improvements.

This policy ensures that the MMCD maintains sufficient resources for its daily operations, contingency plans, and strategic capital investments.

# METROPOLITAN MOSQUITO CONTROL DISTRICT

## RESOLUTION NO 3

### RESOLUTION AUTHORIZING MMCD FUND BALANCE POLICY

**WHEREAS**, the Metropolitan Mosquito Control District (the "District") recognizes the importance of maintaining a stable financial framework to ensure the District's ongoing operational effectiveness; and

**WHEREAS**, a well-structured fund balance policy provides clarity and guidance for financial management of the District's General Fund; and

**WHEREAS**, the District Commission seeks to establish clear guidelines for the allocation and management of excess funds to support both immediate operational needs and long-term capital investments; and

**WHEREAS**, the Executive Committee of the Commission has reviewed the proposed Fund Balance Policy and recommends its updates.

**NOW, THEREFORE, BE IT RESOLVED** that the Metropolitan Mosquito Control District Commission hereby adopts the following Fund Balance Policy for the District General Fund:

#### **1. Fund Balance Components**

The District General Fund shall be composed of five distinct fund balance components:

##### **a) Non-spendable Balance**

This portion shall comprise resources that are not in a spendable form, including but not limited to control material (inventory) as reflected in the most recent financial statement.

##### **b) Committed Balance**

These funds shall be formally committed by the District Commission for specific, high-priority uses including emergency disease vector control.

##### **c) Assigned Balance**

These funds shall be designated for specific purposes as determined by the District, including:

- Employee benefit payable
- Treatment reserves

The District shall maintain an assigned balance that is at least three times the difference between the most expensive year from the past 10 years and the 10-year average, ensuring sufficient

resources for up to three consecutive "wet years" (periods requiring extensive treatment) without depleting reserves.

**d) Working Capital Budget Reserve**

This reserve shall be maintained at a level equal to 55% of the next fiscal year's budgeted expenses, minus the value of material in stock.

**e) Assigned Capital Plan**

Any funds remaining in the General Fund balance that exceed the required Working Capital Budget Reserve, Committed Balance and Assigned Balance shall be automatically assigned to the Capital Plan for strategic capital investments including fleet replacement and facility improvements.

**2. Implementation**

This updated Fund Balance Policy shall take effect immediately upon adoption and shall be reviewed annually by the District Commission to ensure alignment with the District's financial objectives and operational needs.

**3. Administration**

The Business Administrator shall be responsible for implementing and administering this Fund Balance Policy in accordance with generally accepted accounting principles and applicable laws.

Adopted by the Commission of the Metropolitan Mosquito Control District, Minnesota on this 22nd day of October, 2025.

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Rena Moran, Chair

ATTEST:

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Maria Mancilla-Diaz, Business Administrator

## METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

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**Requested by:**

Maria Mancilla-Diaz

**Action Requested:**

Approval of BWBR Contract

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### Background

One of the key pillars in the MMCD's strategic plan is the optimization of resources and capacity. To support this objective, the organization has initiated two critical projects: the St. Paul Lab Renovation and the new Maple Grove Storage Facility. These projects are designed to enhance operational efficiency and provide the necessary resources to support future growth and operational needs.

Following a thorough Request for Proposals (RFP) process, MMCD staff reviewed submissions from several highly qualified architectural firms. The evaluation criteria, which were outlined in the RFP, focused on specific areas of expertise, including:

- Expertise in lab renovation and mechanical modernization
- Overall firm capabilities and history
- Qualifications and experience of the proposed project team

### Findings and Recommendation

Based on our review and scoring process, the firm BWBR has been identified as the most qualified candidate to provide architectural and design services for both projects. Their proposal demonstrated an understanding of our specific needs and presented a clear plan that aligns perfectly with the Commission's strategic objectives.

Consistent with the principles of openness, fairness, and competitiveness as required by Minnesota law, the selection process was conducted with complete transparency. All proposals were evaluated against the same pre-defined criteria by a diverse and objective committee. The recommendation of BWBR is a direct result of this fair and competitive process.

### Summary of Contract Terms

The proposed contract with BWBR Architects, Inc. includes the following key terms:

**Scope of Services:** BWBR will provide architectural and design services as detailed in their proposal (to be attached as Exhibit A). All services must meet the professional standards expected of similar consultants in the area.

**Compensation:** The total fee for all services and expenses is \$699,750. This is a not-to-exceed amount, and any additional work must be pre-approved in writing by MMCD. BWBR will submit itemized monthly invoices for work completed.

**Termination:** The contract can be ended at any time by mutual agreement, by BWBR if MMCD breaches the agreement (with 30 days' notice), or by MMCD at its discretion for any reason (p. 1) .

**Independent Contractor:** BWBR and its staff are independent contractors, not MMCD employees. MMCD is not responsible for actions or omissions of BWBR or its subcontractors.

**Indemnification:** BWBR will indemnify and hold MMCD harmless from third-party claims arising from BWBR's negligence but is not required to defend MMCD. Neither party is liable for consequential or punitive damages. MMCD's statutory immunities are preserved.

**Insurance:** BWBR must maintain specified insurance coverage, including workers' compensation, professional liability (\$1M per claim/\$2M aggregate), and general liability (\$1.5M per claim). MMCD must be named as an additional insured on certain policies.

**Conflict of Interest:** BWBR must avoid conflicts of interest and appearances of impropriety.

**Data Practices and Audit:** All data is subject to the Minnesota Government Data Practices Act. BWBR must allow MMCD and state auditors access to relevant records for six years after contract termination.

**Governing Law:** The contract is governed by Minnesota law, and any disputes will be resolved in Minnesota courts.

**Non-Discrimination:** BWBR agrees not to discriminate in providing services.

**Other Provisions:** The contract is not exclusive; MMCD may hire other consultants. The agreement can only be modified in writing, and if any part is found invalid, the rest remains in effect.

**Action Requested:**  
Approve the BWBR Contract.

# Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made this 22nd day of October, 2025 by and between the Metropolitan Mosquito Control District, a Minnesota special purpose government entity located at 2099 University Avenue W Saint Paul, MN 55104 (the “District”), and BWBR Architects, Inc. a corporation organized under the laws of the State of Minnesota and located at 380 St. Peter Street, Suite 600, St. Paul, MN 55102 (the “Consultant”).

- I. SERVICES TO BE PROVIDED.** The Consultant will perform for the District the services as specified in its proposal which is incorporated into this Agreement as Exhibit A (the “Proposal”). All professional services provided by the Consultant under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services and under similar circumstances in the same locality.
- II. COST OF SERVICES.** For the tasks outlined in the Proposal, the District shall pay the Consultant a fee of \$699,750.00, as further outlined in the Proposal (the “Professional Fee”). The Professional Fee includes all professional services and all expenses related to the Proposal. The District shall not be responsible for payment for any additional work performed by the Consultant that is not expressly listed on the Proposal or otherwise pre-approved by the District in writing. The Consultant shall submit itemized invoices for the services it provides to the District on a monthly basis. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the District. The sum stipulated for services shall be considered an “Hourly-Not to Exceed” cost to the District, subject only to adjustments for changes in scope of services performed.
- III. TERMINATION OF AGREEMENT.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Consultant may terminate this Agreement in the event of a breach of the Agreement by the District, upon providing 30 days’ written notice to the District; (3) the District may terminate this Agreement at any time at its option, for any reason or no reason at all.
- IV. INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Consultant as an independent contractor and not as an employee of the District for any purpose. Any and all officers, employees, subcontractors, and agents of the Consultant, or any other person engaged by the Consultant in the performance of work or services pursuant to this Agreement, shall not be considered employees of the District. Any and all actions which arise as a consequence of any act or omission on the part of the Consultant, its officers, employees, subcontractors, or agents, or other persons engaged by the Consultant in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the District. The Consultant, its officers, employees,

subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the District's employees, except as otherwise stated herein.

- V. INDEMNIFICATION.** The Consultant, and any and all officers, employees, subcontractors, and agents of the Consultant, or any other person engaged by the Consultant in the performance of work or services pursuant to this Agreement, shall indemnify and hold harmless the District and its officials and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from claims by third parties but only to the extent caused by the negligent act or omission by the Consultant, its officers, employees, subcontractors or any other person engaged by the Consultant for whom the Consultant is legally liable in the performance of work or services pursuant to this Agreement. The Consultant's obligation to indemnify and hold harmless the District and its officials and employees does not include a duty to defend. In no event shall either party be liable to the other party for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the District is entitled under Minnesota Statutes, Chapter 466 or otherwise.
- VI. INSURANCE.** The Consultant agrees that before any of the services can be performed hereunder, the Consultant shall procure at a minimum: worker's compensation Insurance as required by Minnesota state law; professional liability in an amount not less than \$1,000,000.00 per claim and \$2,000,000 in the aggregate; and commercial general liability in an amount of not less than \$1,500,000.00 per claim for bodily injury or death arising out of each claim, and \$1,500,000.00 per claim for property damage. To meet the commercial general liability requirements, the Consultant may use a combination of excess and umbrella coverage. The Consultant shall provide the District with a current certificate of insurance listing the District as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the District, 10 days' written notice in the case of non-payment. The District, its agents, officials, and employees must be named as additional insured on the certificate of insurance.
- VII. CONFLICT OF INTEREST.** The Consultant shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
- VIII. THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- IX. NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.
- X. MISCELLANEOUS PROVISIONS.**
- A. Entire Agreement.** This Agreement shall constitute the entire agreement between the District and the Consultant, and supersedes any other written or oral agreements between

the District and the Consultant. This Agreement can only be modified in writing signed by the District and the Consultant.

- B. Data Practices Act Compliance.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Consultant will immediately report to the District any requests from third parties for information relating to this Agreement. The Consultant agrees to promptly respond to inquiries from the District concerning data requests.
- C. Audit.** The Consultant must allow the District, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Consultant's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.
- D. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- E. No Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- F. No Discrimination.** The Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- G. Agreement Not Exclusive.** The District retains the right to hire other additional consultants in the District's sole discretion.
- H. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- I. Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- J. Compliance with Laws.** The Consultant shall exercise due professional care to comply with applicable federal, state, and local laws, statutes, rules, ordinances, and regulations in effect as of the date the Consultant agrees to provide the applicable services detailed in Exhibit A.
- K. Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

**METROPOLITAN MOSQUITO  
CONTROL DISTRICT**

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

Rena Moran  
Chair of Commission

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

Maria Mancilla-Diaz  
Business Administrator

**CONSULTANT**

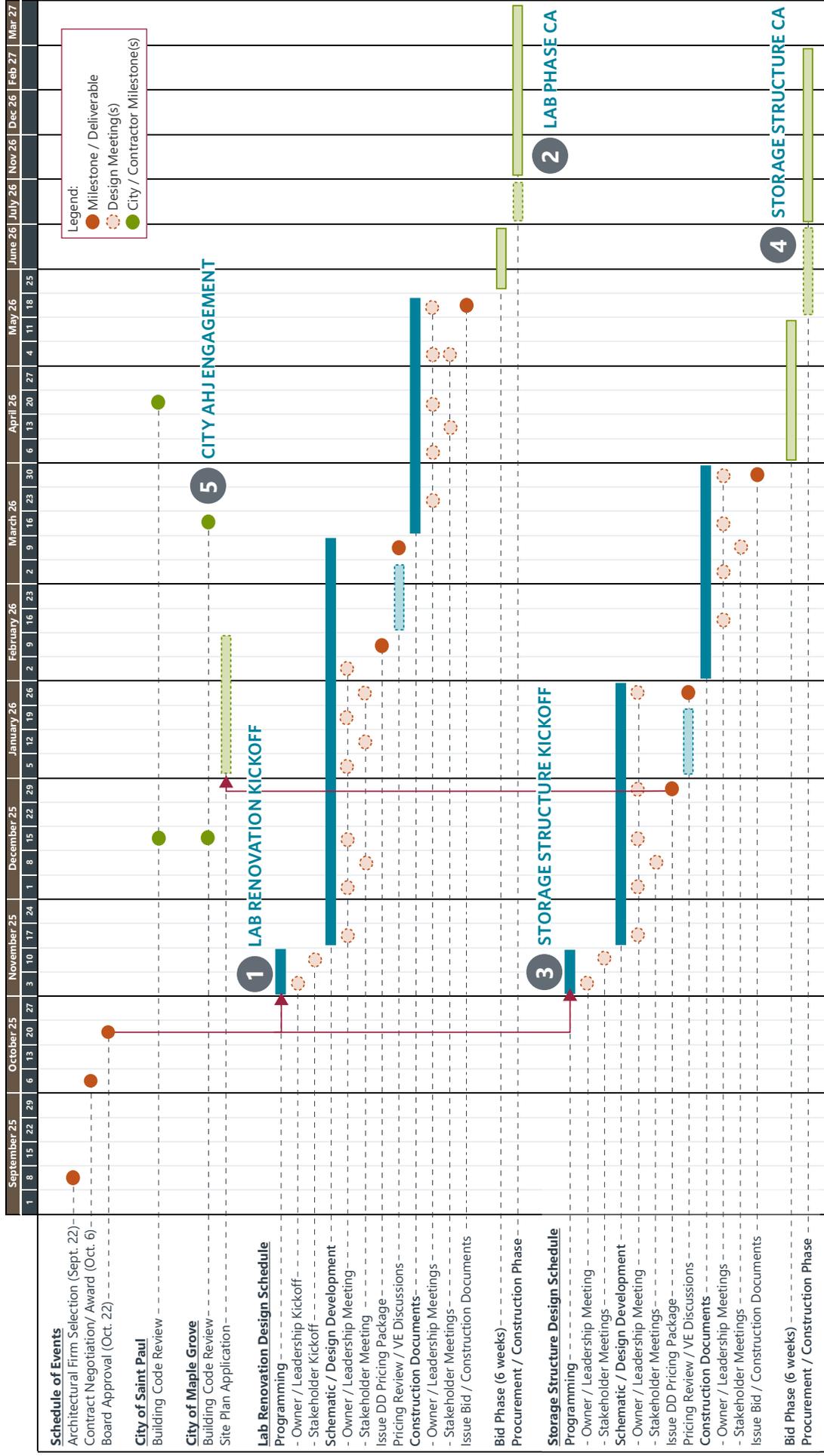
By:  \_\_\_\_\_

Nathan W. Roisen, AIA  
Principal

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

# A project schedule is a critical design element.

Every decision made throughout the project carries a cost, not only in dollars but also in time. Responsible design carefully balances these costs so that both time and money are used effectively, maximizing the overall value of the project.



## PROPOSED DESIGN SCHEDULE

This project has two primary components – a lab renovation located in Saint Paul, and a stand-alone vehicle storage facility located in Maple Grove. Each of these projects have varying complexities and city requirements, and as such we have shown two separate design schedules.

- 1 **Lab Renovation Kickoff** | Understanding that MMCD’s “off season” is November through March, we’ve aligned our design schedule to start in November with a two-week programming phase, before beginning the schematic / design development phase.
- 2 **Lab Phase CA** | We anticipate the lab renovation taking advantage of the “off season” in November 2026 through March 2027. This construction start date allows design to be completed with ample time to hire a contractor, begin material procurement (such as lab casework and mechanical equipment), and begin any enabling work prior to construction start. Selected contractor to verify construction duration and any necessary phasing.
- 3 **Storage Structure Kickoff** | Design of the storage structure can begin right away, with the goal to complete construction documents by end of February.
- 4 **Storage Structure CA** | Starting construction in May allows this new build project to take advantage of the spring and summer months, which are best when building new construction. Selected contractor to verify construction duration and any necessary phasing.
- 5 **City AHJ Engagement** | Early engagement with City Code officials is an important part of ensuring no surprises during building permit and plan review. For both the Lab Renovation and Storage Structure, we have proposed two meetings with each respective Authority Having Jurisdiction (AHJ). An initial kick-off meeting will be held to review the project scope and necessary codes, and a follow-up meeting will be held closer to issuing construction documents to review the project’s progress. For the City of Maple Grove, a site plan application will be required for the storage structure.

During the owner kick-off meetings, we will review this schedule in detail and make any necessary adjustments as we gain a better understanding of MMCD’s organizational needs.

## DELIVERABLES

BWBR will provide design and documentation services as noted below.

### PROGRAMMING PHASE

- Conduct stakeholder design kick-offs to determine department workflows and space requirements as well as to confirm project goals, objectives, and milestones.
  - Initial site visit to document existing conditions and gain a thorough understanding of the space and existing infrastructure.
- Deliverables:
- Meeting minutes for all meetings.
  - Space program to include room names, sizes, and requirements.

### SCHEMATIC / DESIGN DEVELOPMENT

- Attend four (4) stakeholder meetings with MMCD to review development of floor plans to include lab equipment layouts, interior elevations, interior finishes, exterior elevations, and site plans.
  - Attend bi-weekly owner / leadership meetings.
  - Develop design development documents for MMCD review and approval. Documents may also be utilized to support cost estimating.
- Deliverables:
- Meeting minutes for all meetings.
  - Design development documents to include drawings and specifications

### CONSTRUCTION DOCUMENTS

- Attend three (3) stakeholder meetings. Final stakeholder meeting for each project shall be a page turn of the construction documents.
  - Attend bi-weekly owner / leadership meetings.
  - Prepare construction documents and specifications to support bidding, permitting, and construction.
- Deliverables:
- Meeting minutes for all meetings
  - Bid and permit drawings and specifications

### BIDDING & CONSTRUCTION ADMINISTRATION

- Provide bid phase support to include clarification of Construction Documents and attendance at pre-bid meetings.
- Review shop drawings and submittals as outlined in the specifications.
- Provide clarifications to Construction Documents and RFI responses.
- Attend weekly construction meetings and conduct monthly site visits. Attendance at meetings will typically be virtual except in-person attendance in conjunction with site visits.
- Perform final site review and generate final punch list upon substantial completion of construction.
- Prepare substantial completion documents.
- Conduct 10-month Warranty Review.

# Bringing value to your bottom line.

Just like legal counsel or accounting, **design services are value-driven, not just a commodity.** Professional architectural and engineering fees are important, but we believe that fees should be just one of the selection criteria. Experience, qualifications, and ability to collaborate as a team may be as — or more — important.

BWBR's fees directly reflect the time we take to **engage** and work with clients, the **knowledge** we leverage to arrive at optimal solutions, and the **detailed and complete documents** we produce.

In the big picture, design fees are a minor portion of a project budget, while the **quality of planning and design services have an enormous impact on overall construction and operating costs**, and a facility's success. For example, our contracting partners tell us that BWBR's level of documentation consistently helps them **control construction costs** better than less complete drawings produced by other firms. Lack of detail in the documents typically translates into subcontractors adding more contingency into their bids and higher change order rates.

## Fee Proposal

We propose to render the professional services outlined herein for a fixed fee of **six hundred ninety-eight thousand two hundred and fifty dollars (\$698,250)**. Estimated hours and fee are based on project understanding. Construction Administration fees are estimates and will be finalized following completion of Design Development. **We are carrying an allowance of 20 weeks of construction for the Lab Renovation and 32 weeks of construction for the Storage Structure.**

## Reimbursable Expenses

**A budget of \$1,500** has been allocated for reimbursable expenses to cover in-town mileage for owner meetings and construction administration site visits.

## Reaching an Equitable Agreement

We would appreciate the opportunity to discuss this fee and our assumptions about process, schedule, and scope to make sure they are fully aligned with your expectations.

# FEE PROPOSAL

PROJECT PHASE			
	Lab Renovation	Storage Structure	Lump Sum Fee
Programming	\$11,670	\$15,070	\$26,740
Schematic / Design Development	\$137,450	\$95,000	\$232,450
Construction Documents	\$129,940	\$92,260	\$222,200
Bidding	\$10,000	\$11,340	\$21,340
Construction Administration	\$95,820	\$99,700	\$195,520
<b>Total Lump Sum Fee</b>	<b>\$384,880</b>	<b>\$313,370</b>	<b>\$698,250</b>
Reimbursables	\$500	\$1,000	\$1,500

## ASSUMPTIONS

- Owner is responsible for risk assessment activities to determine level of containment required. This proposal assumes BSL-2 containment is required at some individual labs, such as the PCR Lab. BSL-3 or BSL-4 containment is not required.
- Owner is responsible for development of chemical list for laboratory spaces, including IBC classification, quantity, and use.
- Owner is responsible for development of documentation required for FDA validation/approvals.
- Specialty shielding design for RF/EM interference is not required.
- Client will provide owner-furnished equipment utility matrix at the start of the Construction Documentation phase.
- LEED or equivalent green building certification is not required.
- Identification, testing, and/or removal of hazardous materials will be by others.
- Client is responsible for creation of branded content (artwork, custom wall coverings, glazing films, etc.) within lab spaces.
- All construction permits and fees will be obtained by the CM with design team responsible for obtaining code approval.

## Additional Services

- Cost Estimating (DD Phase) Lab Renovation**     **\$6,200**
- Cost Estimating (DD Phase) Storage Structure**     **\$2,100**
- Energy Modeling
- Saint Paul Exterior Entry ADA Upgrades**

## METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

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**Requested by:**

Maria Mancilla-Diaz

**Action Requested:**

Approval of Savills Contract

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### **Background**

One of the key pillars in the MMCD's strategic plan is the optimization of resources and capacity. To support this objective, the organization is evaluating options for the Plymouth facility. The goal is to use data and return-on-investment (ROI) analysis to determine whether MMCD should demolish and rebuild the existing facility, purchase an existing facility, or buy land and construct a new facility.

Following a thorough Request for Proposals (RFP) process, MMCD staff reviewed submissions from several highly qualified firms. The evaluation criteria focused on expertise in facility analysis, financial modeling, and experience with similar projects.

### **Findings and Recommendation**

Based on our review and scoring process, Savills Inc. has been identified as the most qualified candidate to provide real estate advisory services for the Plymouth facility project. Their proposal demonstrated a clear understanding of our needs and presented a comprehensive approach to analyzing our options, including data-driven ROI analysis.

The selection process was conducted with transparency and fairness, consistent with Minnesota law. All proposals were evaluated against the same pre-defined criteria by a diverse and objective committee. The recommendation of Savills is a direct result of this fair and competitive process.

### **Summary of Contract Terms**

The proposed contract with Savills includes the following key terms:

**Scope of Services:** Savills will provide consulting services to help MMCD evaluate options for the Plymouth facility. This includes gathering and analyzing data, conducting ROI analysis, and presenting recommendations on whether to renovate, rebuild, purchase, or construct a new facility. The services are detailed in Exhibit A of the contract.

**Compensation:** Savills will be compensated according to the fee schedule in the contract. Fees are based on hourly rates for various personnel, with a not-to-exceed cap unless additional work is authorized in writing by MMCD.

**Termination:** The agreement is effective upon execution and continues until the services are completed, unless terminated earlier. Either party may terminate the contract with written notice, and MMCD will pay for services rendered up to the date of termination.

**Independent Contractor:** Savills is an independent contractor and not an employee of MMCD. MMCD is not responsible for the actions or omissions of Savills or its subcontractors.

**Insurance:** Savills is required to maintain appropriate insurance coverage, including professional liability and general liability insurance, as specified in the contract.

**Confidentiality:** Savills must keep MMCD's confidential information secure and not disclose it to third parties, except as required to perform the services or by law.

**Data Practices and Audit:** All data is subject to the Minnesota Government Data Practices Act. Savills must allow MMCD and state auditors access to relevant records for a specified period after contract termination.

**Governing Law:** The contract is governed by Minnesota law, and any disputes will be resolved in Minnesota courts.

**Non-Discrimination:** Savills agrees not to discriminate in providing services.

**Other Provisions:** The contract is not exclusive; MMCD may hire other consultants. The agreement can only be modified in writing, and if any part is found invalid, the rest remains in effect.

**Action Requested**

Approve the Savills Contract.

## Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made this 22nd day of October, 2025 by and between the Metropolitan Mosquito Control District, a Minnesota special purpose government entity located at 2099 University Avenue W Saint Paul, MN 55104 (the “District”), and Savills Minneapolis, Inc., a Commercial Real Estate Agency organized under the laws of the State of Minnesota and located at 650 3<sup>rd</sup> Ave. South, Ste 1800, Minneapolis, MN 55402(the “Contractor”) (and together, the “parties”).

- I. SERVICES TO BE PROVIDED.** The Contractor will perform for the District the services as specified in its proposal which is incorporated into this Agreement as Exhibit A (the “Proposal”). All professional services provided by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.
- II. COST OF SERVICES.** For the tasks outlined in the Proposal, the District shall pay the Contractor a fee of \$25,000 plus reimbursable expenses (the “Professional Fee”). Upon completion of the real estate transaction where a commission fee is received, and such commission fee is less than \$100,000, 50% of the Professional Fee will be credited back to the District. If the commission fee exceeds \$100,000, 100% of the Professional Fee will be credited back to District. The Professional Fee includes all professional services and all expenses related to the Proposal. The District shall not be responsible for payment for any additional work performed by the Contractor that is not expressly listed on the Proposal or otherwise pre- approved by the District in writing. The Contractor shall submit itemized invoices for the services it provides to the District on a monthly basis. The itemized invoices shall clearly identify all work completed. Invoices submitted will be processed and paid in the same manner as other claims made to the District. The sum stipulated for services shall be considered an “Hourly-Not to Exceed” cost to the District, subject only to adjustments for changes in scope of services performed. If this Agreement is terminated, the Contractor shall submit a final invoice in the manner described above for any remainder of the Professional Fee, expense, or commission fee accrued at the time of termination and District shall make final payment.
- III. TERMINATION OF AGREEMENT.** Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a breach of the Agreement by the District, upon providing 30 days’ written notice to the District; (3) the District may terminate this Agreement at any time at its option, for any reason or no reason at all.
- IV. INDEPENDENT CONTRACTOR.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the District for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the District. Any and all actions which arise as a consequence of any act or omission on the part of the

Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the District. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the District's employees, except as otherwise stated herein.

- V. INDEMNIFICATION.** Each party, and any and all officers, employees, subcontractors, and agents of each party, or any other person engaged by each party in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the other party and its officials, employees, contractors, and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by each party, its officers, employees, subcontractors, and agents, or any other person engaged by each party in the performance of work or services pursuant to this Agreement. In no event shall either party be liable to the other party for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the District is entitled under Minnesota Statutes, Chapter 466 or otherwise.
- VI. INSURANCE.** The Contractor agrees that before any of the services can be performed hereunder, the Contractor shall procure at a minimum: worker's compensation Insurance as required by Minnesota state law; professional liability in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate; and commercial general liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage. To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage. The Contractor shall provide the District with a current certificate of insurance listing the District as an additional insured with respect to the commercial general liability and umbrella or excess liability. Such certificate of liability insurance shall contain a statement that such policies shall not be canceled or amended unless 30 days' written notice is provided to the District, 10 days' written notice in the case of non-payment. The District, its agents, officials, and employees must be named as additional insured on the certificate of insurance.
- VII. CONFLICT OF INTEREST.** The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
- VIII. THIRD PARTY RIGHTS.** The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
- IX. NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to the addresses above, or at such other address as either party may provide to the other by notice given in accordance with this provision.

## **X. MISCELLANEOUS PROVISIONS.**

- A. Entire Agreement.** This Agreement shall constitute the entire agreement between the District and the Contractor, and supersedes any other written or oral agreements between the District and the Contractor. This Agreement can only be modified in writing signed by the District and the Contractor.
- B. Data Practices Act Compliance.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the District any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the District concerning data requests.
- C. Audit.** The Contractor must allow the District, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.
- D. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.
- E. No Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- F. No Discrimination.** The Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- G. Agreement Not Exclusive.** The District retains the right to hire other additional contractors in the District's sole discretion.
- H. Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
- I. Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- J. Compliance with Laws.** The Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, statutes, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable services detailed in Exhibit A.

**K. Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[remainder of page left intentionally blank]

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

**METROPOLITAN MOSQUITO  
CONTROL DISTRICT**

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

Rena Moran  
Chair of Commission

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

Maria Mancilla-Diaz  
Business Administrator

**CONTRACTOR**

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

By: STEVE DOEGAN, EXEC. MNG. DIR  
SAVILLS, MPLS. INC.

## METROPOLITAN MOSQUITO CONTROL COMMISSION MEETING

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**Presented by:**  
Daniel Huff

**Informational:**  
Executive Director's Report

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Autumn has arrived, bringing cooler weather and marking the end of the 2025 mosquito season. However, ticks remain active—please continue to protect yourself from these blood-sucking disease vectors by wearing long pants and insect repellent when walking in wooded or grassy areas.

The 2025 season was both busy and highly productive. District staff treated over **275,000 acres** and collected nearly **23,000 larval samples**—our largest treatment effort since 2016. **Catch basin treatments (320,000)** and **tire collections (22,000)** reached their highest levels in the past decade. Our Public Affairs team also expanded its outreach, presenting to nearly twice as many students as last year. These impressive accomplishments were accompanied by substantial disease response efforts and a successful field study evaluating a new larvicide for catch basins.

Due to the rainy season and increased treatment activity, we will use treatment reserves from the Fund Balance. Drawing from these reserves allows us to maintain a balanced budget based on 10-year treatment averages.

### **Facilities and Planning**

Maria Mancilla-Diaz and Tim Stich have done an excellent job securing an architectural firm for laboratory remodels and improvements in Maple Grove, as well as engaging a real estate consultant to assist in evaluating a potential new facility for the Plymouth team.

### **Employee Health Benefits**

We received proposals from five health insurance carriers and were pleasantly surprised that two—including our current carrier—offered **no premium increase for 2026**. Our labor agreement specifies the health insurance provider, so any change requires union approval. We have continued outreach to the union but have not yet been able to meet with representatives.

### **Materials and Procurement**

To take advantage of current contract pricing, we have purchased additional treatment materials for the 2026 season and are in active negotiations with several manufacturers for new contracts. We anticipate potential price increases in the future and are planning accordingly.

### **Employee Development**

In support of our commitment to professional growth, the District has launched a new **Learning Management System (LMS)**. This initiative combines LinkedIn Learning with targeted in-person training to meet the professional development needs of both the District and its employees.

On a personal note, I want to thank the Commission for the opportunity to be absent from the last meeting. My son and I completed an unforgettable 12-day adventure traversing the Boundary Waters Canoe Area. Our 200-mile canoe trek began at Crane Lake and concluded at Grand Portage—with a well-earned jump into Lake Superior. It was a once in a lifetime adventure.



My son, Benji, and I at the end of our 200-mile journey across the BWCA.

## **Departmental Updates**

### **Field Operations**

*Jon Peterson, Assistant Director*

Our field season is coming to an end. All field technician staff were finished on Friday October 10<sup>th</sup>. During the last month staff have been focusing their work on the cattail mosquito inspections. This species of mosquitoes, called *Coquillettidia perturbans*, overwinter in the larval stage attached to the root of cattails in wetlands. The wetlands are inspected in the fall and are primarily treated in late May and early June the following year. Field Operations Supervisors are currently reviewing the data collected this year, but preliminary numbers show that the total acres needing treatment may be up 32% compared to 2024. It is also the highest number of acres that we found in the last 10 years. Figure 1 shows the total cattail acres found breeding each of the last 10 years.

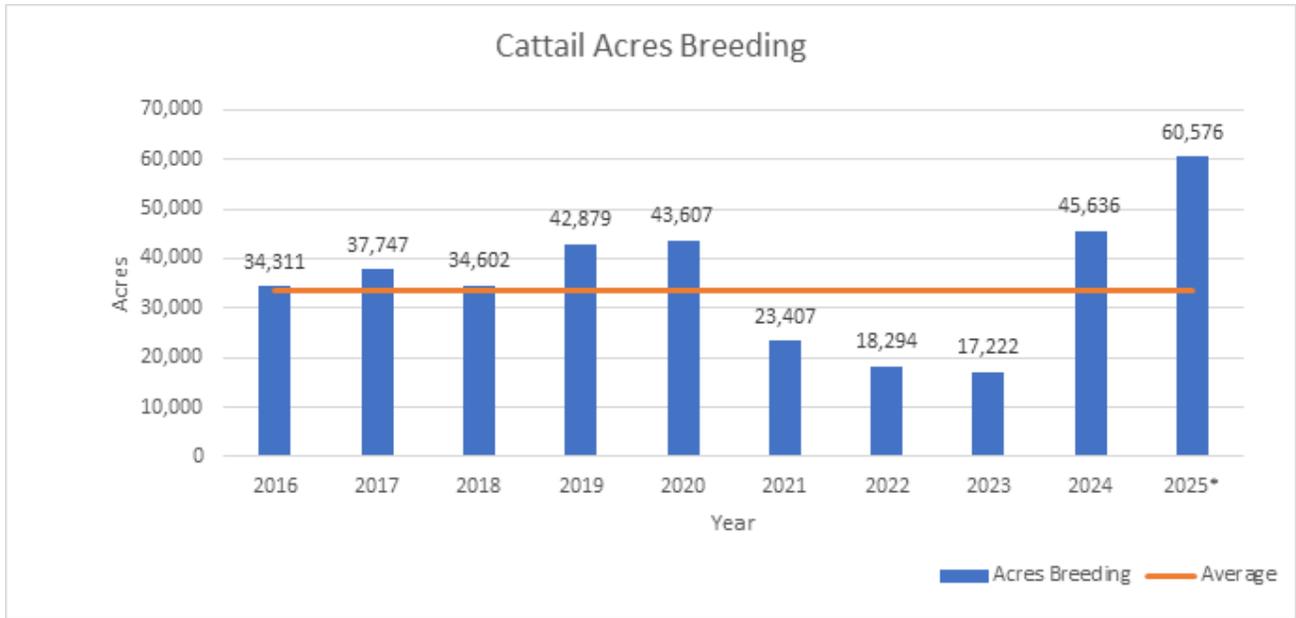


Figure 1. Total cattail acres breeding per year (\*2025 total is preliminary).

We completed helicopter treatments for the 2025 season on September 16<sup>th</sup>. We treated 247,187 acres in 2025, approximately 12,000 more acres than we treated in 2024. Comparing the 2025 total to the 10-year average, we treated approximately 33% more this season. We have a meeting set in November with our helicopter contractor, Scott Churchill, to review this season and plan for 2026. Figure 2 shows the total acres treated by helicopter for the last 10 years.

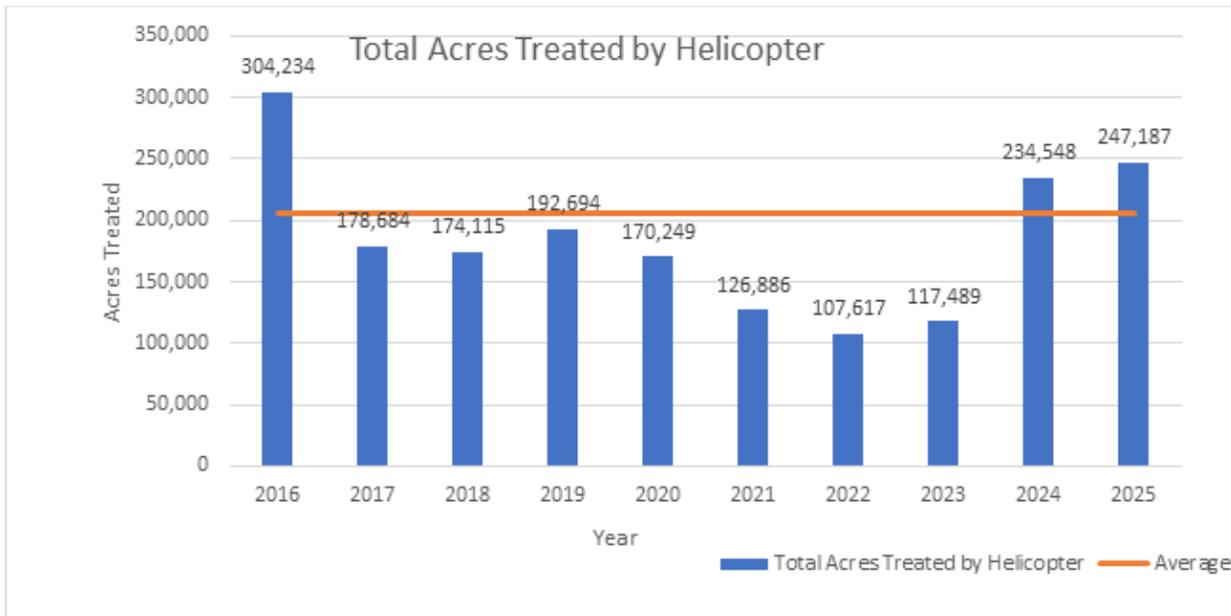


Figure 2. Total acres treated by helicopter per year.

Drone staff made their last treatment on October 2<sup>nd</sup>. For the 2025 season, drone staff made 6,579 treatments totaling 12,770 acres. That's over 3 times more acres than we treated in 2024. As we plan for 2026, we are looking at continuing to make our treatments more effective and efficient. We continue to be excited to see how expanding these treatments will positively affect MMCD. Figure 3 shows the total acres treated by drone for the last 5 years.

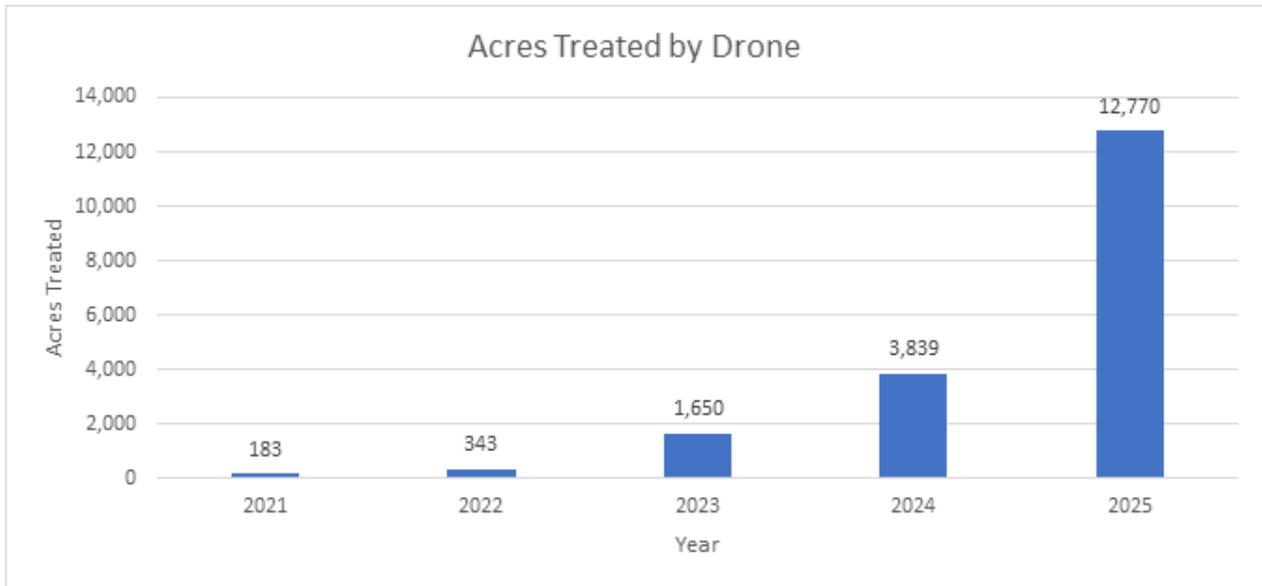


Figure 3. Total acres treated by drone per year.

The helicopter work and drone work are supported by our staff who are treating the smaller wetlands and structures by hand or using a backpack sprayer. This year staff made 68,110 of these treatments. These smaller wetland treatments and structure treatments are very important, as many of these small wetlands are within neighborhoods. We treated 16,305 acres by ground in 2025. If we combine these acres treated by ground with year, with the total acres treated by drone, it would be the most ground acres treated in the last 10 years. Figure 4 shows the total acres treated by ground for the last 10 years.

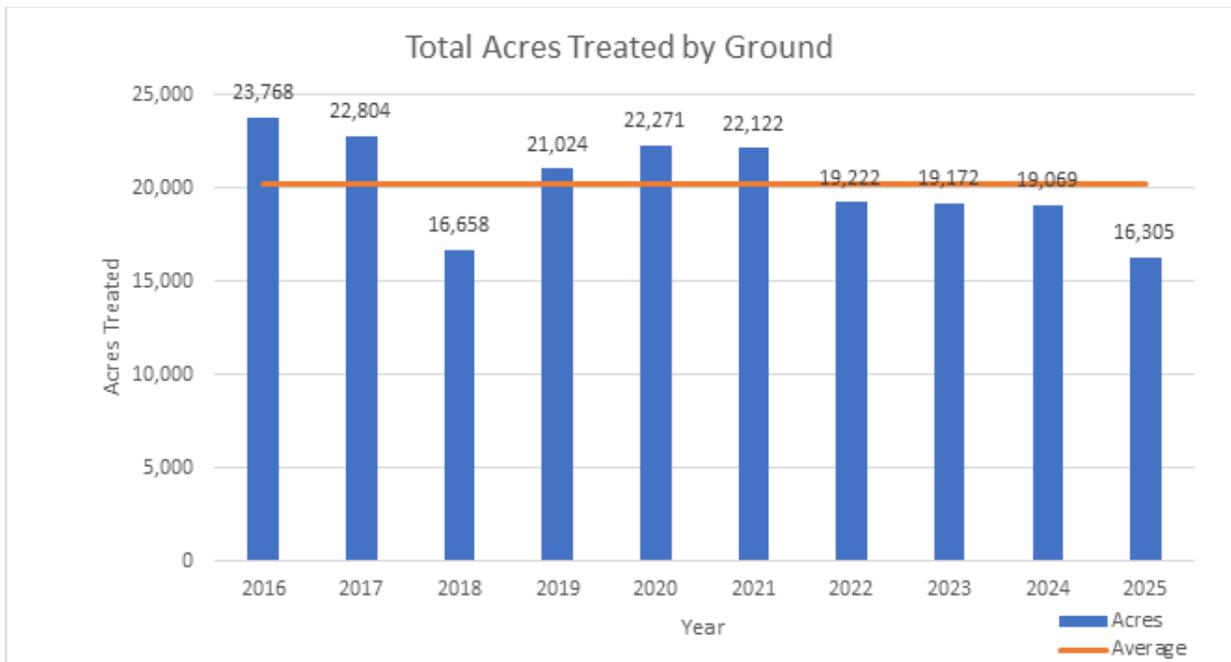


Figure 4. Total acres treated by ground per year.

Field staff made 319,699 catch basin treatments during the 2025 season. That is the most catch basin treatments we have made in the last 10 years. Catch basin treatments are important to suppress those mosquitoes that have the potential to West Nile Virus. Figure 5 shows the total catch basin treatments each year for the last 10 years.

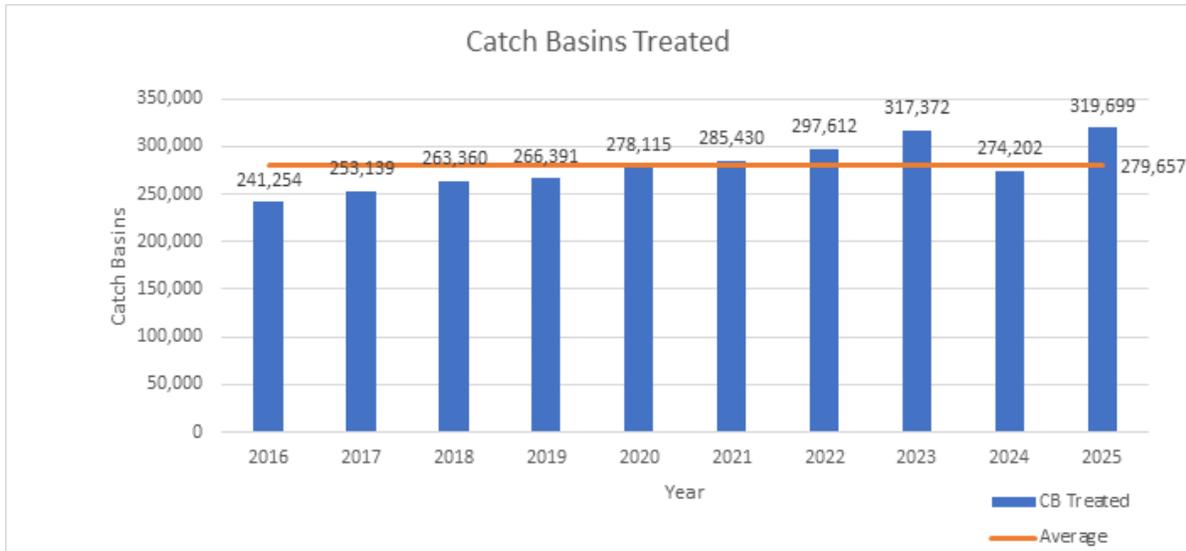


Figure 5. Total catch basin treatments per year.

Tire removal and disposal also remain an important part of our suppression of mosquito borne disease. The total tires collected so far in 2025, 22,149 tires, is the most we have collected in the last 10 years. As this trend of increasing tire collection continues, we will have to evaluate potential future budget implications. However, as we review and change our tire collection model, i.e. having single day collections at facilities, we are saving staff time that they would have been using driving around picking up tires. Figure 6 shows the total tires collected and eliminated for the last 10 years.



Figure 6. Total tires collected per year (\*2025 total is year to date)

For the 2025 season, staff treated 1,425 acres for adult mosquitoes. This continues MMCD's trend of using less adult control material. As we continue to focus our efforts on our larval controls, we plan to continue keeping our adult acres treated as low as possible. Figure 7 shows the total acres per year treated for adult mosquitoes.

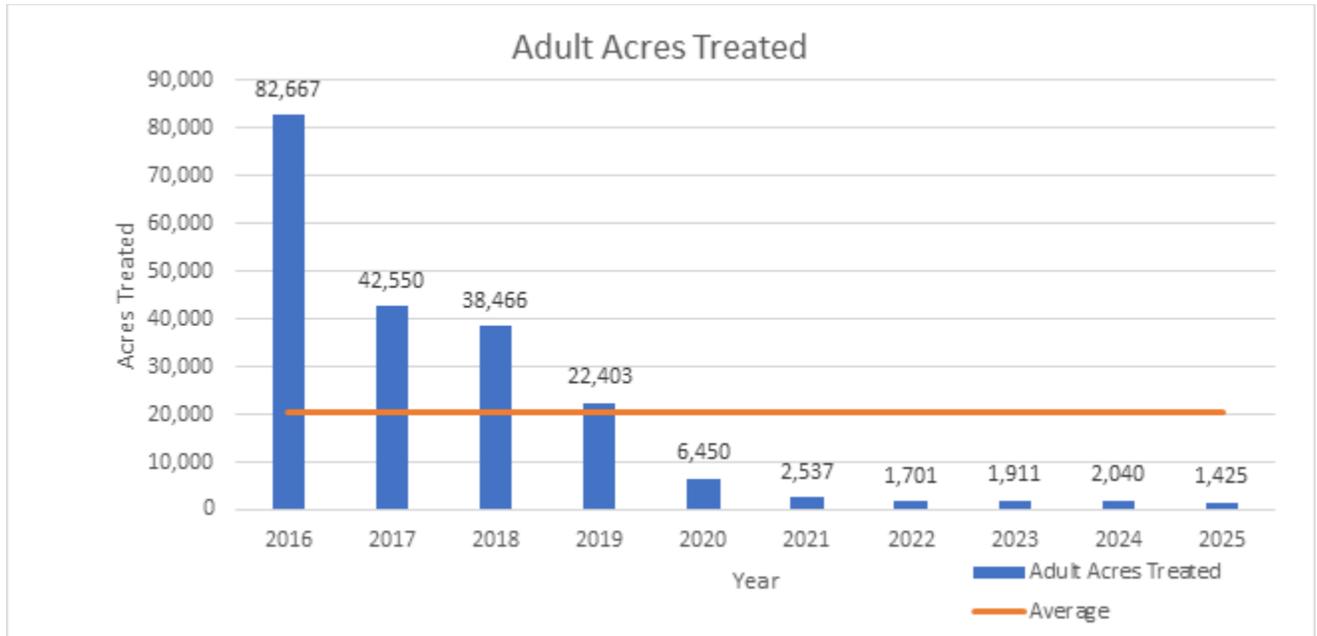


Figure 7. Total acres treated for adult mosquitos.

As the field season comes to an end, field staff will turn their attention to reviewing their data, updating their maps, and start planning for 2026.

**Integrated Services**

*Mark Smith, Integrated Services Manager*

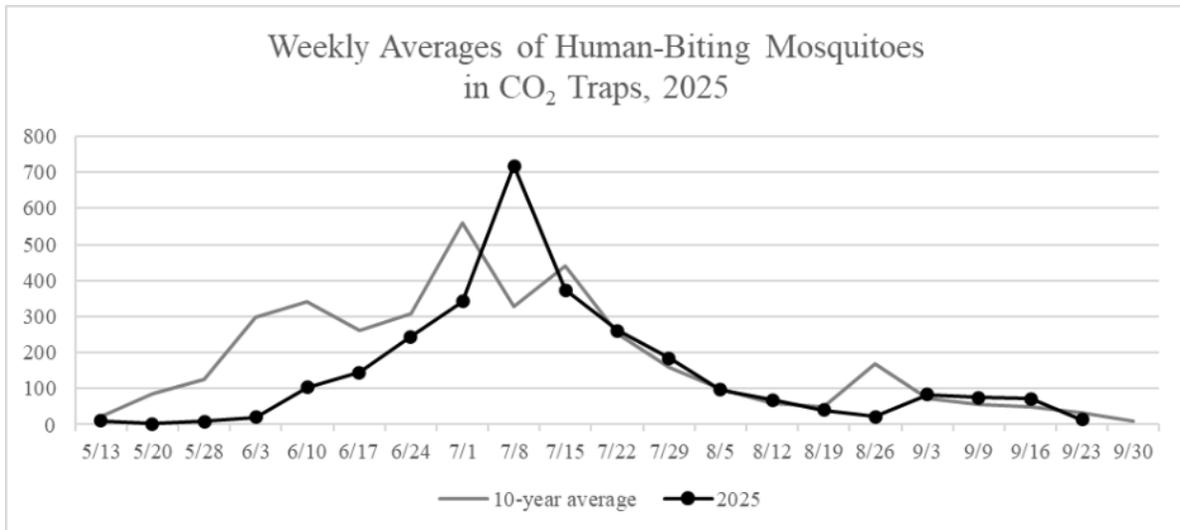
The District's Quality Assurance program is partnering with national mosquito control agencies to develop an insecticide resistance monitoring program for MMCD. In line with MMCD's integrated pest management goals, we are evaluating control materials to ensure they perform as intended. We are collaborating with the North Shore Mosquito Abatement District (Chicago, IL) and building staff capacity to conduct similar testing in-house.

The St. Paul catch basin team is replacing its decade-old bicycle fleet and adding two electric bikes to improve efficiency and carrying capacity for control materials.

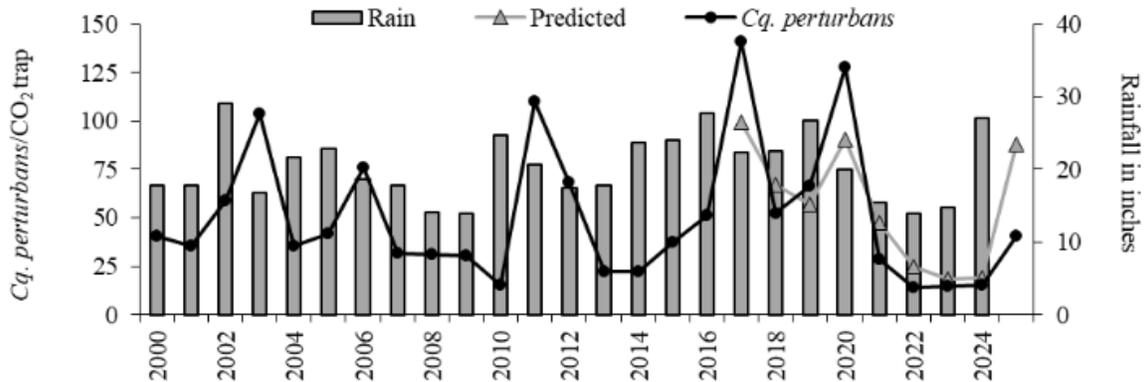
**Entomology Laboratory**

*Dr. Scott Larson, District Entomologist*

The mosquito season is virtually over, and adult surveillance has mostly ended except in some specific locations where we monitor invasive mosquitoes. This graph shows the human-biting mosquitoes captured in our surveillance network each week compared to the 10-year average:



This year there were very few mosquitoes in the spring (due to the lack of snow), but we did see a large spike around the Fourth of July when the cattail mosquitoes emerged. We had predicted that the population of cattail mosquitoes would be elevated this season and they were, but we aggressively and preemptively attempted to control them before their emergence.



The rest of the season was similar to the 10-year average.

This year there were 22,990 larval samples collected. The lab still has around 8,000 larval samples to identify. We also have samples from our New Jersey Light Traps to ID and the significant task of identifying the macroinvertebrates collected from the Mississippi River as part of our ongoing non-target studies as required by the MNDNR for our black fly control program permit.

The seasonal lab staff will all be done this month and then the lab will be composed of only our four full-time employees.

**Public Affairs**

*Alex Carlson, Public Affairs Manager*

School Presentations

We have been active throughout the Twin Cities visiting local schools to provide presentations about mosquitoes, ticks, IPM, and more to local students. Currently we are on pace to have presented at 44 schools in 2025 (up from 30 in 2024) reaching over 4,200 students (up from 2,400 in 2024). Importantly,

the *quality* of school presentations has also been improving with more hands-on activities, direct instruction to students, and positive feedback from teachers. Some of the schools and groups we've visited in the past month include:

- Riverview Elementary School (Farmington)
- Hopkins VirtualEDU
- St. Elizabeth Ann Seton's Catholic School (Hastings)
- Lakeview Elementary School (Robbinsdale)
- Heritage E-STEM Elementary School (West St. Paul)
- St. Croix Montessori (Stillwater)
- Oak View Elementary School (Maple Grove)
- Metro Children's Water Festival at the State Fairgrounds (Schools from All Over)

Some photos of recent school visits:



*Alex Carlson presenting at Heritage E-STEM School*



*Students interact with larvae at Oak View Elementary School*



*Learning about ticks at St. Croix Montessori*



*MMCD Field Operations Supervisor Andy Cleland showing a dip at Riverview Elementary School*

Mosquito Bite Games – Habitat Edition

We released an update to our Mosquito Bite Games video where our contestants Drew Daffy and Sam Sensible are back to compete! This round they have to see who can eliminate the most mosquito habitat and keep Vectoria from finding a source to deposit her eggs.

Staff members had a lot of fun working on this video with special credit going to seasonal Public Affairs Assistant Abbie Brown for directing and producing the final product!

Check it out on [YouTube](#) or [Facebook](#)!

