



# NorthOaks

Building on a tradition of innovation

# Minnesota

## CITY OF NORTH OAKS

**Regular City Council Meeting**

**Thursday, October 14, 2021**

**7 PM, Community Meeting Room, 100 Village Center Drive**

### **MEETING AGENDA**

**Remote Access** - *Some City Council members may participate by telephone or other electronic means pursuant to Minn. Stat. §13D.021. Any person wishing to monitor the meeting electronically from a remote location may do so by calling the following Zoom meeting videoconference number: 1-312-626-6799, Webinar ID: 813 4876 8157 or by joining the meeting via the following link: <https://us02web.zoom.us/j/81348768157>. Individuals wishing to monitor the meeting remotely may do so in real time by watching the livestream of the meeting on North Oaks Channel 16 and on the City's website. Due to the existing COVID-19 Health Pandemic, no more than five (5) members of the public may be in Council Chambers (Community Room, 100 Village Center Drive, MN) during the meeting. Once room capacity is met, anyone wishing to attend the meeting above the five (5) members of the public who may be present in the room during the meeting will be required to monitor the meeting remotely.*

**1. Call to Order**

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Citizen Comments** - *Members of the public are invited to make comments to the Council during the public comments section. Up to four minutes shall be allowed for each speaker. No action will be taken by the Council on items raised during the public comment period unless the item appears as an agenda item for action.*

**5. Approval of Agenda**

**6. Consent Agenda** - *These are items that are considered routine and can be acted upon with one vote.*

6a. Approval of Licenses

Arborist - Pioneer Tree Service; Tree King Tree Experts

Mechanical - Craig's Heating and Air Conditioning; Minnesota Mechanical LLC; Ray N. Welter Heating

6b. Approving amendment to City Council meeting schedule

[2021 MEETING SCHEDULE for approval db.pdf](#)

6c. Approval of September 9, 2021 Meeting Minutes  
[09.09.2021 City Council Minutes.pdf](#)

6d. Resolution xxxx Approving CUP #21-13 Eastview Lane for Garage space in excess of 1,500 square feet  
[Resolution Approving 3 Eastview garage CUP.pdf](#)

6e. Resolution xxxx Approving CUP 21-12 for 20 Evergreen Road - Height in excess of 35 feet  
[Resolution Approving 20 Evergreen Road height CUP.pdf](#)

6f. Approval of City Financials for the month of September 2021

**7. Petitions, Requests & Communications -**

*Deputy Mike Burrell Report*

**8. Unfinished Business**

**9. New Business**

9a. Public Hearing - Amending Rental Ordinance Regulating Residential Properties, followed by discussion and possible action on adopting ordinance  
[ordinance 121 - regulate residential rental properties.pdf](#)

9b. Review Agreement with NOHOA for shared Office space  
[NOHOA - City office space agreement 7.14.2016.pdf](#)

9c. Discussion on reducing the speed limit in Rapp Farm subdivision

**10. Council Member Reports**

**11. City Administrator Reports**

**12. City Attorney Reports**

**13. Miscellaneous**

a. City Forester September 2021 Report  
[September in Review.pdf](#)

**14. Adjournment** - *The next meeting of the City Council is Wednesday, November 10, 2021. (\*\* Revised)*

## 2021 MEETING SCHEDULE

	<u>CC</u>	<u>NRC</u>	<u>PC</u>
JAN	14	21	28
FEB	11	18	25
MAR	11	18	25
APR	8	15	29
MAY	13	20	27
JUN	10	17	24
JULY	8	15	29
AUG	12	19	26
SEPT	9	16	30
OCT	14	21	28
NOV	10	18	Tbd
DEC	9	16	Tbd

**North Oaks City Council  
Meeting Minutes  
North Oaks City Council Chambers  
September 9, 2021**

**1. CALL TO ORDER**

Mayor Ries called the meeting to order on September 9, 2021 at 7:00 p.m.

**2. ROLL CALL**

Present: Mayor Kara Ries. Councilmembers Rich Dujmovic (attended via Zoom), Jim Hara, Sara Shah, Tom Watson (attended via Zoom)

Staff Present: Administrator Kevin Kress, Attorney Jim Thomson, Engineer Tim Korby, Engineer John Morast, City Planner Bob Kirmis

Others Present: Videographer Maureen Anderson, North Oaks Company President Mark Houge, North Oaks Company Attorney Tom Bray

A quorum was declared present.

**3. PLEDGE OF ALLEGIANCE**

Mayor Ries led the Council in the Pledge of Allegiance.

**4. CITIZEN COMMENTS**

None.

**5. APPROVAL OF AGENDA**

**MOTION by Watson, seconded by Shah, to approve the Agenda. Motion carried unanimously by roll call.**

**6. CONSENT AGENDA**

**a. Approval of City Council meeting minutes of August 12, 2021**

**b. Approval of Licenses: Arborist: North Woods Industries, LLC**

**c. Resolution approving wage adjustment**

**d. Resolution approving wage adjustment**

**e. Approval of City Financials:**

**EFT: 00464E - 00470E**

**Check#014079 - #014123**

Administrator Kress noted at the last meeting the City approved a permit for Mounds View/Irondale Hockey Foundation and their name is Lake Region Hockey Association, They asked that the correction is in the minutes for approval from the State.

**MOTION by Dujmovic, seconded by Hara, to approve the Consent Agenda. Motion carried unanimously by roll call.**

## **7. PETITIONS, REQUESTS & COMMUNICATIONS**

### **a. Deputy Mike Burrell Report**

Deputy Burrell was not present and will send Administrator Kress an email report that will be forwarded to the City Council.

## **8. UNFINISHED BUSINESS**

None.

## **9. NEW BUSINESS**

### **a. Consider approval of application for final plan/plat/subdivision for the Gate Hill Development Site (Site G of the 1999 East Oaks PDA legally described as Tract G, REGISTERED LAND SURVEY NO. 561, RAMSEY COUNTY, MINNESOTA), and associated JPA for water and sewer services with White Bear Township**

City Planner Kirmis shared an overview of his memo. On November 12, 2020 the City Council approved the Preliminary Plan/Plat application of the North Oaks Company (NOC) "Gate Hill Parcel" located north of County Road H2 and west of Centerville Road. It calls for the creation of 73 dwelling units on the site and is comprised of 33 detached townhomes and 40 twin homes within 20 buildings. He walked through conditions of approval, noting the Gate Hill Final Plan has been found to be consistent with the approved Preliminary Plan; based on Staff review, Staff recommends approval of the Final Plan/Plat subject to the fulfillment of the 12 conditions listed in the Staff Report and cross-references comments by the City Engineer.

City Engineer Morast spoke about engineering comments such as waterline connections, stormwater pond clarifications, a retaining wall within the wetland buffer, and water pipe materials. Engineers also looked at NOHOA's comments and are clarifying those for finalization.

Mayor Ries believes there are issues with this application, and noted this is a development company and when they provide the City with a plat that is not accurate, that is a problem, when they put information that is not consistent with the City ordinances, that is a problem. She stated there are issues with this application and she thinks it is due time the City Council addresses them rather than kicking these issues down the road. She clarified the plat needs to be correct because builders are building off of the plat; if it is incorrect they should not say "go ahead and correct it at some point in the future." They are approving the mistakes and that needs to be changed. Mayor Ries clarified that State law and case law requires that Planning Commissions and City Councils have the right to deny final plan approvals if they do not comply with regulation.

Attorney Thomson clarified that the Statute says for final plat approval: 1) the plan must be consistent with the preliminary plat, 2) it must comply with all applicable regulations, and 3) it must comply with the conditions that are in the preliminary plat resolution either by doing them

or having an agreement to do them. For example, some conditions cannot be done until after the final plat.

Member Shah asked the City Staff if they feel confident that they have thoroughly reviewed the PDA in regards to Gate Hill.

Mr. Kirmis clarified those standards were reviewed in detail as part of the concept plan and preliminary plan approval. He noted there is a huge debate about housing counts and his point-of-view is that it is a City Council policy issue.

Engineer Korby stated they began reviewing the engineering comments and incorporating the PDA comments; every review looks at the PDA. They have weekly meetings with the Company and noted they were at 120 comments and are now down to 40 comments. There are still changes that need to be made and comments that need to be addressed; the legal question is whether they can still approve the project knowing there are some changes that need to be made and comments that need to be addressed (rules, regulations, easements, setbacks).

Engineer Morast said the comments are engineering clarifications and plan changes; he is comfortable with those.

Member Hara asked where the City is with unit counts after Island Field.

Member Shah asked what other cities typically do when there are conditions.

City Planner Kirmis replied what has been provided this evening is very typical in other cities. He does not think he has ever seen a final plat approval that was not subject to various conditions. He noted in this approval there is probably a bit more detail; technically it is not approved until all of the conditions of final plan approval have been addressed.

The City Council and Staff discussed unit counts and the math, looking at the unit count document from the NOC that says 673 units. They also spoke about parking, emergency vehicles, driveways, NOHOA approvals, zoning regulations, and compliance.

Mark Houge, NOC President, responded to some of the questions brought up. He clarified the difference between a Registered Land Survey (RLS) and a plat, he noted the NOC will comply with the parking ordinance with parking only on one side, he clarified there are no wetland impacts on the project. Finally, he stated the streets are generous-sized to accommodate emergency vehicles with a letter coming from the Fire Marshall who is comfortable with location of hydrants, construction of the roads, and the turning radiuses.

Mayor Ries clarified a comment on the right-turn lane noting there are two ponds at the entrance to the development and they will have to fill in one of those ponds; it is a similar situation as Island Field and a similar concern for Ramsey County.

Mr. Houge asked to show the drawing to demonstrate that there are no wetlands adjacent to the entry to Gate Hill.

Mayor Ries noted the monument drawing, page 64. She is not clear on where the topographical identifiers are to see where the easement and turn lane would go.

Mr. Houge replied NOC can add drawings to clarify that.

Mayor Ries stated it is required by ordinance that easements such as these are indicated on final plat approval.

The City Council and Mr. Houge continued discussion on traffic studies, turn lanes, and the safety of streets with pedestrians, market conditions, and demand for development. The City Council also debated commercial acreage versus residential acreage, what is allowed, unit count calculations, and density, as well as the 4<sup>th</sup> Amendment, 7<sup>th</sup> Amendment, and 8<sup>th</sup> Amendment.

Mayor Ries reiterated that the City Council was told they can only make sure conditions are fulfilled; the Statute says they also have the obligation to make sure regulations are complied with. There is actual law that City Councils have denied at final plan stage because they wanted to follow their zoning, their Comprehensive Plan, or regulation, and that was upheld.

Member Watson noted he has copies of every tract A-J from Site E, he knows how they are zoned in Ramsey County, and shared Section 13 of Article 1 of the PDA and he walked the City Council through documents indicating acreage of the various sites, roads, and Amendments. His conclusion is that there are still 21 acres of commercial at Site E today, verified by how the County has clarified it; his question is if it was fully utilized, how do they move any acres to Island Field? He also concludes that there are 21 residential units that have no basis in fact for having been approved.

Member Shah asked Attorney Thomson if this Council has the grounds to change what was agreed to between the Company and the City in 2010?

Attorney Thomson replied the agreement says what it says, it is an agreement signed by both parties, and if the City wanted to change that agreement they would need agreement from the developer. He hears Member Watson say that perhaps there were mistakes and the agreement is invalid or unenforceable for a variety of reasons – he clarified that is a different issue to him than the issue before the City Council tonight, which is whether or not to approve the plat. If they determine that it should not be approved because it violates provisions of the PDA, they can certainly do that.

**[03:16:00] MOTION by Watson to deny Resolution #1433 final plan/plat approval of application for final plan/plat/subdivision for the Gate Hill Development Site (Site G of the 1999 East Oaks PDA legally described as Tract G, REGISTERED LAND SURVEY NO. 561, RAMSEY COUNTY, MINNESOTA), based upon the following findings:**

- 1. The unit count transfer from Site E in the PDA to the distribution of Sites E1, E2, and E3 in Amendment 7 do not comply with the PDA and they do not comply with the planning document submitted on the record as part of Amendment 3 (the plan was called “The Gardens of North Oaks”)**

2. **The compliance with Appendix 1, Table 1 of the PDA with respect to the distribution of commercial sites to indicate commercial areas in any other site than Site E was in error.**
3. **The lack of completion of similar other development sites that have received preliminary and final approval in the past year – Nord in particular – where there is not agreement on trails, home owners’ association, or the allocation of 2 lots which by definition of the PDA were outside of East Oaks (Lots 1 and 2)**
4. **The conflict in the preliminary plan approval recommendation by Planning Commission regarding the guest parking stalls between 12-20 units is incomplete.**
5. **The need to recognize the issues raised by NOHOA because of their provision in the PDA under a consent-and-joinder article gives them responsibility over areas in which they have responsibility (trails, roads, recreation, and home owners’ association). A number of items in this plan are assuming that NOHOA will accept or be responsible for and is unsubstantiated.**
6. **There is an error in how Wilkinson Boulevard (4.99 acres) on the record as part of the “Gardens of North Oaks” plan was removed from being a road and included in E2 without any formal action of any kind.**
7. **The minimum unit lot-size per dwelling unit does not comply with the City Ordinance**
8. **Market conditions have not been followed. Article 5, Section 5.1 and Section 5.3 refer to an item called “demand and market conditions.” Mr. Houge noted on record that those are one and the same; Member Watson disagrees.**

Mayor Ries asked if Member Watson would be willing to add “non-compliance with the Comprehensive Plan” because they are exceeding and transferring density that is not in accordance with the PDA.

Member Watson would be willing and believes because the error was in 2010, that would be the 2030 Comprehensive Plan.

**MOTION seconded by Ries.**

Member Shah believes the path the Council is choosing to take will put the City at risk and she believes it will result in a serious legal situation. She does not think any resident wants a lengthy or expensive lawsuit.

Member Hara noted the math and said at some juncture decisions were made that were perhaps not very well thought out. He asked at what juncture does the City Council decide to correct it and right the ship? He also stated those developments may need to be revisited and perhaps there is still a compromise that makes everyone happy. He does not think it is right to kick the can down the road.

Member Dujmovic noted it is a very complex topic. He has been told that he needs to respect the voting of the former City Council however much he may disagree and tonight he hears that he is also responsible to enforce the City regulations. He does not understand how he can do both of



those things simultaneously. Regarding the road that was moved from E3 to E2, it has been stated that it was never rezoned residential.

Mayor Ries clarified the PDA is a development agreement and there are multiple areas which say the City Council must comply with the Comprehensive Plan. She pointed out that statements were made on record that justified certain opinions expressed by the former City Council that conveniently supported a theory to create additional acreage and additional units. Mayor Ries stated in following the timeline, that does not track as the road was conveyed in its entirety to Presbyterian Homes.

Member Dujmovic clarified the violation of the regulation in 2010 was that they did not have the right to move the tract of land that is 4.99 acres from counting as commercial and moving it out and saying it did not count as commercial; he asked if that is correct.

Mayor Ries replied that is one of a few and there were also some stated regulatory violations noted from Member Watson.

The City Council discussed the history of the road and the changes made previously.

Member Watson clarified that the road that is now incorporated into E2, and the fact that it was a road rather than a residential development site, was eliminated. He stated the fact is that it is not consistent with the PDA and the original document is not consistent with the Amendments up to and including Amendment 6.

Attorney Thomson stated when the Statute says the final plat must comply with applicable regulations – talking about the ones that City has in effect now and at the time of the preliminary plat approval – it is true that the 8<sup>th</sup> Amendment was added after the preliminary plat approval. Those are the regulations they are talking about rather than regulations back in 2010 or any other time. He wants to clarify that it is the current regulations. In his opinion, the PDA as it exists today and as amended, is a regulation within the meaning of that Statute and if there are violations of it that is a legitimate basis for denial.

Member Dujmovic asked to make it more interpretable to laypeople: does that mean those City Council Members were in error in passing Amendment 7 and Amendment 8 and if in fact what they passed was a violation of the PDA, the current City Council does not need to respect that vote because it violated the PDA. He asked if that is correct.

Attorney Thomson does not think that is correct. What Member Dujmovic said is that because the former City Council erroneously amended it, that it violates the PDA. Attorney Thomson said that is a non-sequitur. The agreement is what it is.

Mayor Ries said Member Dujmovic is pointing out the fact that, if the former City Council was amending things that they do not have the right to amend, then that affects the amendment and the validity of the amendment.

Member Dujmovic agreed and stated, had a wise person been counseling the City Council as they wrote Amendment 7, would they have told them “yes, you can do this” or “it is too late to make that kind of a fundamental change to the plan.”

Attorney Thomson replied the Amendment is an agreement between two parties, it is not the City unilaterally changing a regulation. Therefore, the basic principle of contract law is two parties to an agreement can agree to amend it; that is all he can say. In 2010 the parties to this agreement agreed to amend it.

Mayor Ries asked if she can propose an amendment to the Nord parcel in the development agreement that has been approved but has not transferred yet. She asked what Attorney Thomson would tell her.

Attorney Thomson replied the City does not have the authority to unilaterally amend the agreement or the final plat resolution for Nord because it has already happened.

Mayor Ries said she would like to go into Wildflower Way and change all of the platting, building, all of the homes and properties. She asked what Attorney Thomson would tell her.

Attorney Thomson replied the City Council would not have the authority to do that.

Member Hara noted Attorney Thomson has confirmed what Member Dujmovic is talking about.

Member Dujmovic said the conclusion is a wise person legally would have advised the City Council in 2010 that they did not have the authority to enter that agreement. However, the City Council did that, signed off, and it is an agreement between two parties. His question is: did they have the right to do so? He thinks they just looked at some theoreticals.

Member Shah asked if the City and the Company came to an agreement for the final Amendment to the PDA, is there any basis for the City to renege on the agreement and require the Company to do something different than what they agreed to in the last Amendment.

Attorney Thomson stated the agreement says what it says, and there are some that think there are mistakes or changes. The issue before the City Council tonight is: does this application comply with the agreement and all the regulations.

NOC Attorney Tom Bray stated they object to the proposed resolution, they think the Council is acting arbitrarily, capriciously, and in the breach of its contractual obligations under the PDA. Its actions are not supported by the facts that were discussed at tonight’s meeting, this is a blatant disregard of the 7<sup>th</sup> and 8<sup>th</sup> Amendments and the preliminary approval granted by prior City Councils. It is clearly an effort by this Council to substitute its judgment for the judgment of prior Councils. Even if the supposition that the 7<sup>th</sup> Amendment was somehow defective had merit, that agreement was signed in 2010; the Statute of Limitations for challenging the validity of that is long past. He stated that the 7<sup>th</sup> Amendment cannot be ignored by this Council and doing so is arbitrary. The conversion of commercial property to residential units has no application to the Gate Hill site; there is no conversion of commercial acres. With respect to the

concerns raised about guest parking and road configuration, those were decided by the prior Council when it granted preliminary approval and this Council does not have the right to go back and change those preliminary plans. Regarding concerns about NOHOA, whatever concerns NOHOA may have is not a violation of State law or a violation of the City Ordinances, regulations, or of conditions of the preliminary plan. Mr. Bray said the City does not have the right to deny approval because of concerns NOHOA may have. Finally, the City does not have the right to dictate to a landowner the timing of when a landowner develops its property. The idea that a City can decide when market conditions are appropriate for the Company to develop its property is ridiculous.

Attorney Thomson wants to make it clear that they will put these findings into written form as part of the Resolution because those are the findings the Council is relying upon tonight.

Member Watson asked if the City Council would be more accurate referring to the PDA and Amendments 1-6 which were in effect before the action that produced Amendment 7.

Attorney Thomson replied in the negative, noting a better approach is to say “the 1999 PDA as amended.”

Member Watson asked the seconder to the motion (Mayor Ries) to concur with a friendly amendment to make that change.

Mayor Ries clarified it would be an actual amendment because it has been seconded.

**AMENDMENT TO THE MOTION by Member Watson, seconded by Ries, that the reference to the PDA in his findings be referred to as the PDA as Amended.**

**Amendment to the Motion carried by roll call as Councilmembers Dujmovic, Hara, Ries, and Watson voted for; Councilmember Shah voted against.**

**Motion carried by roll call as Councilmembers Hara, Ries, and Watson voted for; Councilmembers Dujmovic and Shah voted against.**

**b. Approve resolution setting 2022 preliminary budget/levy**

**MOTION by Watson, seconded by Hara, to approve Resolution #1434 setting the 2022 preliminary budget/levy of \$2,051,403 and call a public hearing on the Truth in Taxation on Thursday, December 9, at 6:45 p.m. Motion carried unanimously by roll call.**

Mayor Ries clarified that this is the lowest levy that has been set in a number of years.

Administrator Kress replied that is correct and they would be decreasing the tax rate.

**c. Discussion and possible action on joint powers agreement Shoreview, Arden Hills, and North Oaks for Lake Johanna Fire Department**

Administrator Kress is asking for City Council to authorize the City Administrator and City Attorney to sign, when appropriate, with the Mayor after agreement between the three parties. They may not even need this as it is dependent upon whether they would get any funding from the State for the building of the Fire Station.

**MOTION by Ries, seconded by Dujmovic, to approve and authorize the Attorneys for the three entities to finalize the language of the agreement. Motion carried unanimously by roll call.**

## **10. COUNCIL MEMBER REPORTS**

Member Shah reminded everyone that Ramsey County League of Local Governments (RCLLG) Board of Directors meeting is the following morning, anyone can join at 7:30 a.m. and the meeting will focus on mental health and resources within the County. She stated she and Member Dujmovic were tasked to look at communications with Administrator Kress and shared an update on tools available and timing.

Member Shah and Member Dujmovic gave a presentation, summarizing findings of feedback, and stated they would like to have a brief survey to understand what the public finds useful in communication.

Member Shah gave an update on North Oaks Heritage and Preservation Committee (NOHAP) and thinks the City Council needs to ask if this is a priority right now within the City.

Member Dujmovic met with Administrator Kress and another City Administrator regarding policing and budgeting in the contract cities. At \$900,000, policing is the largest item in the City budget and they are asking questions and learning about the policing. He noted there are still a number of sophisticated phone scams happening and he cautioned people to hang up, look up information online, and if you are interested follow up where you are initiating the call rather than them. Deputy Burrell is putting together a presentation on how to make oneself a more difficult target and he hopes to get a forum to share that information. He thanked NOHOA Executive Director Mikeya Griffin for her service and leadership in the community, noting it is a very complex job and City and she will be missed as she moves on to other things.

Hara reiterated a comment he has stated in the past: they have spent almost the entire night on development and that impacts very, very few residents. If he was a resident, he would be frustrated with the amount of resources devoted to that and would like to see time spent on some of the great initiatives and ideas. He has spent time looking at budgets, police, fire, and the comparison between North Oaks and other cities. He believes they run a very lean operation within North Oaks and will spend more time on that before the final levy. He wrote a letter and sent it to Administrator Kress and he suggests sending that to contractors when they get their building permit to reinforce the safety of the 30 mph limit. Member Hara also spent time on deer management. He thanked Mikeya Griffin and noted she will be missed.

Member Watson shared he attended the VLAWMO meeting the previous week. He encouraged a budget workshop in October of November. He spoke about speeding and suggested taking a serious look at the Sherriff's contract before the end of the year.

Mayor Ries noted Farm Fest is looking for volunteers and would love people to sign up. The Guild II donation is September 11 at the sale site in Shoreview. The Civic Ready update emergency notice is another great way to communicate. She stated Mr. Korby has handed out a wetland ordinance draft which is something the DNR has recommended and they will have a public hearing for that ordinance at the next City Council meeting. Mayor Ries thanked Stephanie Marty for working on the budget and noted this is the lowest budget the City has had in a long time. She also thanked Mikeya Griffin, she is a fabulous person, and she wishes Ms. Griffin the best of luck. Mayor Ries announced plans for a joint listening session with NOHOA where the community can come and the two parties will listen, hopefully in early October.

## **11. CITY ADMINISTRATOR REPORTS**

Administrator Kress said regarding fences and landscaping, it looks like it should be exempted from any other conditions as it reads, however there is some contradictory language in the shoreland ordinance and he has had discussions with Member Watson and Mayor Ries on several occasions. He would like feedback from the Council on their interpretation.

Mayor Ries noted NOHOA's Architectural Review Committee covers fences; this is one area where there is double regulation and is that needed? She knows the City more recently did fence ordinances because of State law with pools and safety. She is open to a discussion on the issue.

Engineer Korby updated the City Council on the MS4 permit, the golf course and Met Council work, Red Forest development, the 2040 Comp Plan and Surface Water Management Plan, of which Met Council had some changes and reviews and Staff is working on making those changes.

## **12. CITY ATTORNEY REPORTS**

None.

## **13. MISCELLANEOUS**

### **a. August 2021 Forester Report**

## **14. ADJOURNMENT**

**MOTION by Hara, seconded by Shah, to adjourn the meeting at 11:51 p.m. Motion carried unanimously by roll call.**

\_\_\_\_\_  
Kevin Kress, City Administrator

\_\_\_\_\_  
Kara Ries, Mayor

Date approved \_\_\_\_\_

**CITY OF NORTH OAKS  
RAMSEY COUNTY, MINNESOTA  
RESOLUTION NO. XXXX**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO  
CONSTRUCT A GARAGE IN EXCESS OF 1500 SQUARE FEET FOR  
PROPERTY ADDRESS AT 3 EASTVIEW LANE**

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**WHEREAS**, an application for a Conditional Use Permit has been submitted by the Schmidt Family, the owner of the real property described below, to allow the construction of a garage in excess of 1500 square feet on real property located at 3 Eastview Lane, North Oaks, Ramsey County, Minnesota, legal described on the attached **EXHIBIT A**; and

**WHEREAS**, a Conditional Use Permit is required for accessory garage space in excess of 1,500 square feet; and

**WHEREAS**, the request has been reviewed against the relevant requirements of North Oaks Zoning Ordinance Sections 151.050 and 151.076, regarding the criteria for issuance of a Conditional Use Permit, and meets the minimum standards, is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance, and does not have a negative impact on public health, safety, or welfare; and

**WHEREAS**, a public hearing concerning the Conditional Use Permit was held before the North Oaks Planning Commission in accordance with Minnesota Statutes, Section 462.357, subd. 3, on September 30, 2021, at which hearing the Planning Commission voted unanimously to recommend approval of the Conditional Use Permit application, subject to certain conditions.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH OAKS**, that a Conditional Use Permit to allow garage space in excess of 1,500 square feet, but not to exceed 1,916 square feet, is approved subject to the following conditions:

1. In accordance with square footage reference in the applicant's narrative, a combined total of 1,916 square feet of accessory garage space shall be allowed upon the subject property.
2. The garage shall be used only for private residential non-commercial use.
3. The garages shall be constructed in the same architectural style as the principal building (per the submitted building elevation).

4. Exterior lighting upon the subject site shall be arranged so that it does not interfere with the reasonable use and enjoyment of surrounding land or constitute a hazard to vehicular traffic on all roads, streets, and public highways.
5. Exterior lighting shall be designed and directed so that there is no direct viewing angle of the illumination source from surrounding land.
6. The grading, drainage and erosion control plan shall be subject to review and approval by the City Engineer.
7. The home and landscaping shall be constructed in accordance to plan sets received August 27, 2021 unless agreed to by the City Engineer.
8. The City Code Enforcement Officer, or other designee, shall be granted the right of access to the Property at all reasonable times to ensure compliance with the terms of this Conditional Use Permit.
9. All plans must be approved by the Building Official and City Engineer prior to construction.
10. Compliance with all requirements in the City Engineer's Memo dated September 22, 2021 including altered landscape elevation near Bluff Impact Zone.
11. Any outstanding fees shall be paid prior to the issuance of a building permit.

**BE IT FURTHER RESOLVED** that the City Clerk, Deputy City Clerk, or City Attorney are hereby authorized and directed to record a certified copy of this Resolution with the Ramsey County Registrar of Titles.

Adopted by the City Council of the City of North Oaks this 14<sup>th</sup> day of October, 2021.

By: \_\_\_\_\_  
 Kara Ries  
 Its: Mayor

Attested:

By: \_\_\_\_\_  
 Kevin Kress  
 Its: City Administrator

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Real property located in Ramsey County, Minnesota legally described as follows:

Tract 0, Registered Land Survey No. 224, Ramsey County, Minnesota.

PID: 073022210014

Torrens Property



State of Minnesota)  
County of Ramsey) ss  
City of North Oaks)

I, Kevin Kress, being the duly qualified and appointed Administrator of the City of North Oaks, Minnesota do hereby certify that I have carefully compared the foregoing resolution adopted at a meeting of the North Oaks City Council on \_\_\_\_\_, 2021 with the original thereof on file in my office and the same is a full, true and complete transcript thereof. Witness my hand as such City Administrator and the corporate seal of the City of North Oaks, Ramsey County, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Kevin Kress  
City Administrator

**CITY OF NORTH OAKS  
RAMSEY COUNTY, MINNESOTA  
RESOLUTION NO. XXXX**

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO  
CONSTRUCT A HOME IN EXCESS OF 35 FEET IN HEIGHT FOR PROPERTY  
ADDRESS 20 EVERGREEN ROAD**

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**WHEREAS**, an application for a Conditional Use Permit has been submitted by the Lepalla Family, the owner of the real property described below, to allow for the construction of a home in excess of 35 feet in height on real property located at 20 Evergreen Road, North Oaks, Ramsey County, Minnesota, legal described on the attached **EXHIBIT A**; and

**WHEREAS**, a Conditional Use Permit is required for a home in excess of 35 feet in height; and

**WHEREAS**, the request has been reviewed against the relevant requirements of North Oaks Zoning Ordinance Sections 151.050 and 151.076, regarding the criteria for issuance of a Conditional Use Permit, and meets the minimum standards, is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance, and does not have a negative impact on public health, safety, or welfare; and

**WHEREAS**, a public hearing concerning the Conditional Use Permit was held before the North Oaks Planning Commission in accordance with Minnesota Statutes, Section 462.357, subd. 3, on September 30, 2021, at which hearing the Planning Commission voted unanimously to recommend approval of the Conditional Use Permit application, subject to certain conditions.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH OAKS**, that a Conditional Use Permit to allow for a home in excess of 35 feet in height, is approved subject to the following conditions:

1. The home shall be constructed in accordance to plan sets received 8-24-21.
2. The proposed home shall meet all required setbacks and other zoning standards prior to the issuance of a building permit.
3. Plans shall be approved by the Building Official prior to the beginning of construction.
4. Any outstanding fees shall be paid prior to the issuance of a building permit.

**BE IT FURTHER RESOLVED** that the City Clerk, Deputy City Clerk, or City Attorney are hereby authorized and directed to record a certified copy of this Resolution with the Ramsey County Registrar of Titles.

Adopted by the City Council of the City of North Oaks this 14<sup>th</sup> day of October, 2021.

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

Kara Ries

Its: Mayor

Attested:

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

Kevin Kress

Its: City Administrator

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

Real property located in Ramsey County, Minnesota legally described as follows:

Tract A, Registered Land Survey No. 152, Ramsey County, Minnesota.

PID: 183022220005

Torrens Property

**CITY OF NORTH OAKS  
ORDINANCE 121, AN ORDINANCE  
TO REGULATE RESIDENTIAL RENTAL PROPERTIES**

**Adding Title XI, Section 114 of the North Oaks Code of Ordinances relating to License Regulations for Residential Rental Properties.**

The City Council of the City of North Oaks does ordain as follows:

That the North Oaks Code of Ordinances be amended  
by adding thereto a new Section 114 to read as follows:

**§ 114.10. PURPOSE.**

The purpose and intent of this Ordinance is to regulate residential rental properties in the City to ensure that such properties are operated and maintained in accordance with the City's regulations and to ensure that rented homes are maintained as single family residences. The implementation of a rental-licensing program is a mechanism to ensure that rental housing will not become a nuisance to the neighborhood; will not foster blight and deterioration; and/or will not create a disincentive to reinvestment in the community.

The operation of rental housing entails certain responsibilities. Owners of rental housing are responsible to take the reasonable necessary steps to ensure that the citizens who occupy rental housing units may pursue the quiet enjoyment in the surrounding area that is safe, secure, private and sanitary; and free from crimes and criminal activity, noise, nuisances or annoyances; free from unreasonable fears about safety of persons and security of property.

**§ 114.20. DEFINITIONS.**

A. As used in this Ordinance, the following terms mean:

1. "Applicant" means the Owner of the Dwelling who applies for the license.
2. "Agent" means a person designated in writing by the Owner as the Owner's representative.
3. "Certificate of Compliance" means a document issued by the City, stating that the dwelling unit has been inspected and is in compliance with applicable property maintenance codes and regulations.
4. "City" means the city of North Oaks located in Minnesota.
5. "City Administrator" means the City Administrator or the City Administrator's designated representative.
6. "Dwelling" means a building or one or more portions thereof occupied or intended to be occupied for residential purposes; but not including rooms in motels, hotels, tents and recreational vehicles.
7. "Dwelling Unit" means a residential accommodation located within a dwelling that includes permanently installed cooking and sanitation facilities, designed or intended for use as living quarters for a single family.
8. "Multi-Family Dwelling" (MFD) means a Dwelling with more than one Dwelling Unit.

9. "Occupant" means a person who lives or sleeps in a Dwelling Unit.

10. "Owner" means a natural person who is the recorded or unrecorded owner of the dwelling unit, an individual, firm, corporation, association, partnership or any other legal entity.

11. "Rental Dwelling" means a Dwelling, Dwelling Unit or any part thereof, that is offered for rental or that the owner plans to offer for rental or permitted occupancy pursuant to an agreement, written or unwritten agreement, whether or not a fee is required by the agreement.

12. "Rental Dwelling License" means a license issued by the City in accordance with this Ordinance that allows occupancy of a Rental Dwelling by an Occupant other than the Owner and permits the Owner to charge, accept or retain compensation for any Rental Dwelling Unit in the City.

### **§ 114.30. LICENSE REQUIRED.**

A. Except as otherwise provided herein, the Owner may not:

1. Allow any Rental Dwelling, which the Owner has legal rights to, to be occupied, to let or offer to let to another person any Dwelling Unit for occupancy, and,
2. Charge, accept or retain compensation for any Rental Dwelling Unit, unless the Owner has a valid license or provisional license under the terms of this Ordinance. Owners are not required to obtain a license for family members directly related by blood or marriage, or servants living in the Owner's Dwelling. The application for a Rental Dwelling Unit rental license will be reviewed by the City Administrator in accordance with the provisions of this Ordinance, applicable ordinances, and other applicable rules and regulations.

### **§ 114.40. APPLICABILITY AND EXEMPTIONS.**

A. The provisions of this Ordinance must apply to all Rental Dwellings, including rented single family Dwellings, Multi-Dwelling Units within Dwellings, as well as to rented condominiums, rented townhouses and lease hold cooperative Dwelling Units, as those terms are defined in Minn. Statute Section 273.124, Subd. 6, Minnesota Statutes, Chapter 515A, Minnesota law and the City's municipal code.

B. The following persons or entities are exempt from the requirement of obtaining a license for a Rental Dwelling: facilities subject to licensing under Minn. Stat. 144, such as nursing homes, board and care homes. Also exempt are rental units maintained by a 501c (3) corporation pursuant to a planned unit development agreement in force between the non-profit corporation and the City. However, the aforesaid exempt persons or entities must comply with Section 114.120 herein.

### **§ 114.50. GENERAL LICENSING PROVISIONS.**

A. **Scope of Authority.** The City has the authority to exercise its licensing powers under this Ordinance, including the power to issue, renew, deny, revoke, and suspend licenses.

- B. **Investigations.** The City is empowered to conduct any and all investigations to verify the information on applications submitted under this Ordinance.
- C. **Scope of Rental.** The Owner must rent, let or let occupy the entire Rental Dwelling. Single family homes must be let in their entirety. Rental Dwellings that are townhomes or condominiums must be let in their entirety, to the extent that the Owner has title or right. MFDs, such as apartment buildings, must let each Rental Dwelling.
- D. **Provisional Licenses.** Upon application and approval by the City Administrator, the City may grant a provisional license for a Rental Dwelling to an Owner that is already occupied when this Ordinance becomes effective. A provisional license gives the Owner 30 days to comply with this Ordinance and allows the occupants to remain in the Rental Dwelling during the thirty (30) day period.

**§ 114.60. APPLICATION FOR A LICENSE.**

- A. The Owner of a Rental Dwelling must make written application to the City for renting the Dwelling Unit. The application for a license, or renewal of a license, must be made only upon forms furnished by the City and when completed by the Applicant, must be filed with the City, and must contain the following information:
  - 1. **Owner information.** The application must include the name, the business or residence address, for purposes of service of process and telephone number of the Owner.
    - a. When a contract for deed is applicable and unrecorded, the Owner of the Dwelling Unit (the seller) must obtain a Rental Dwelling License under this Ordinance for the Occupant (the buyer).
  - 2. **Designation of Agent.** If the Owner is not a natural person and/or resides outside of the sixteen-county metropolitan area consisting of the following counties: Hennepin, Rice, Wright, Anoka, Washington, McLeod, Ramsey, Dakota, Scott, Carver, Sherburne, Isanti, Chisago, Sibley, Le Sueur and Goodhue, then the Owner must appoint an Agent authorized to accept service of process and to receive and give receipt for notices. The Owner must provide the Agent’s information: the name of the Agent, business or residence address, and telephone number of such Agent. The Agent must reside within the sixteen-county area of Hennepin, Rice, Wright, Anoka, Washington, McLeod, Ramsey, Dakota, Scott, Carver, Sherburne, Isanti, Chisago, Sibley, Le Sueur and Goodhue. The Owner or Agent must immediately notify the City if the Agent moves outside of the sixteen-county metropolitan area.
  - 3. For any address herein required, a post office box or commercial mail receiving service are not acceptable as an address.
  - 4. The phone number herein required must be of a phone number that is normally answerable twenty-four (24) hours a day, seven (7) days a week, not subject to normal business hours.
  - 5. Street address of the Rental Dwelling, and if a Dwelling Unit, the number or designation of the Dwelling Unit.
  - 6. Description of the Rental Dwelling (e.g., townhome, single family home, number of

bedrooms, number of bathrooms, etc.).

7. **Occupants.** Names of all adults at least (18) years of age residing in the Rental Dwelling, including any names they have ever used or been known by.

8. A statement as to whether the Owner has ever had a license for a Rental Dwelling denied, revoked or suspended, and the reason therefor.

9. **Insurance.** Proof of current insurance and policy coverage. The insurance must be based on the value of the Rental Dwelling. A certificate for current insurance must be provided at the time of application for the license.

10. Where applicable, a letter from the sub-association of the North Oaks Homeowners' Association of an area in which the Rental Dwelling is located stating that rental of the Rental Dwelling is allowed under the sub-association's current rules or covenants.

11. **Criminal background check required.** The City is interested in Rental Dwelling Owners being well informed about a prospective Occupant's past, regardless of whether or not the owner decides to enter into a lease with the prospective Occupant. Therefore, the Owner must conduct background checks on all prospective Occupants. Documentation of the background checks must be kept on file by the Owner for the length of the Occupant's lease.

12. In the event that any of the information provided in accordance with this Ordinance substantially changes, the Owner must promptly notify the City in writing of the change. Furthermore, for just cause, the City Administrator may require that an Owner complete and file a new or replacement application for any Rental Dwelling, giving Owner fourteen (14) days to comply.

B. The application may not be granted, or any granted license is subject to revocation or suspension, if one or more of the following is found to be true:

1. The Applicant is under eighteen (18) years of age.
2. The Agent is under eighteen (18) years of age.
3. A criminal background check of any Occupants 18 years of age and older has not been conducted pursuant to this Ordinance.
4. The Owner has failed to remedy prior municipal or statutory violations.
5. Upon inspection, the Rental Dwelling is considered to be substandard. The term substandard means not in compliance with any part of Section 114.100 herein.
6. The Owner and/or Occupants of the Rental Dwelling refuse an inspection.
7. Any due and payable real estate taxes, municipal utility bills, or penalties or assessed fees for the Dwelling Unit have not been paid.
8. Renting of the Dwelling Unit is in violation of any municipal, county, state or federal ordinances, regulations or statutes, or any applicable rules.
9. The Owner or Agent made oral or written misrepresentations of material facts in or accompanying the application.

C. The Applicant must comply with the following:

1. Applicant must make a reasonable inquiry to determine that all provisions of this Ordinance are complied with prior to filing an application for a license.
2. Applicant must promptly inform the City if any part of Section 114.60 is found not



to be true, or becomes not true, or if any changes or corrections are needed to the information provided in the application.

- D. **License fees and Investigation Fees.** The annual fee for a license and the investigation fee for the purpose of establishing a licensed Rental Dwelling are established by the City Council. Fees may be changed from time to time by resolution or ordinance of the City Council. If the license is denied by the City, then no part of the application fee or the investigation fee must be returned. No part of the annual license fee must be refunded if the license is suspended, revoked, or discontinued. A licensing fee must be paid for each application and no part of the application fee must be returned if the occupancy changes during the same calendar year.

#### **§ 114.70. LICENSE EXPIRATION AND RENEWAL.**

- A. Licenses issued under this Ordinance must expire on December 31st of each year.
- B. All Owners must apply for renewal of their licenses on a form provided by the City. An individual who is operating a Rental Dwelling after the license has expired is operating an unlicensed Rental Dwelling in violation of this Ordinance.
- C. A new license application is required for a change of ownership of a Rental Dwelling.
- D. Noncompliance with written orders duly issued pursuant to the inspection required under this Ordinance must constitute cause for the imposition of adverse license action, including but not limited to license denial.
- E. If the licensee discontinues rental use and re-occupies the converted Dwelling as an owner occupant, no part of the application fee, inspection fee or license fee will be returned.

#### **§ 114.80. REGULATIONS AND CONDITIONS OF LICENSE.**

The Owner of a Rental Dwelling must comply with the following regulations:

- A. **Property Maintenance.** No license for a Rental Dwelling may be issued or renewed unless the Rental Dwelling and its premises conform to all applicable ordinances of the City for maintaining at least a minimum level of property maintenance. The City Building Inspector is authorized to conduct inspections of Rental Dwellings to determine the compliance of the applicable provisions of municipal code and applicable law and regulations. The City may revoke any Rental Dwelling License for violations.
- B. **Property Conformance to Laws.** The Owner and Occupants of a Rental Dwelling, and any person or contractors in their employ, must comply with all applicable City, county, state or federal ordinances, regulations and laws which are applicable to the premises and to renting a Dwelling.

- C. **Individual's Conformance to Laws.** The Owner and Occupants of a Rental Dwelling and renters must permit inspections during regular business hours by the City's law enforcement agency, City Administrator, building inspector, or appropriate fire or health officials to determine compliance with the city regulations or other appropriate state or county regulations. Failure to allow inspection of the Rental Dwelling must result in a revocation of the Rental Dwelling License.
- D. All property taxes, city bills, fees, and penalties must be paid when due.
- E. The Rental Dwelling must be clean, sanitary and well maintained; all City, county, State or federal ordinances, regulations and laws must be complied with.
- F. The Owner must ensure and take all reasonable efforts to maintain the privacy, health, safety, and general welfare of the community.
- G. **Building Security.** Dwellings and Dwelling Units must comply with all applicable state law, regulation, municipal code, and International Fire Code, including, but not limited, to having any required locks on all entrances, windows, egresses, etc. to the Dwelling and Dwelling Unit.
- H. **Inspections.** No Rental Dwelling License may be issued or renewed unless the Owner agrees in the application to permit inspections of the identified Rental Dwelling. Inspections must be in accordance with Section 114.100 herein.
- I. **Access to Premises.** Every Occupant of a Rental Dwelling must, upon reasonable notice, give the Owner or Agent and the City Administrator or authorized representative access to any part of the Rental Dwelling at all reasonable times for the purpose of making inspections, repairs, or alterations as are necessary to effect compliance with the provisions of this code. If any Owner, Occupant, or other person in charge of the building refuses to permit free access and entry to the structure or premises under his control for inspection pursuant to this Ordinance, the City Administrator may refuse or revoke the Rental Dwelling License. The Owner will be charged for any fees or expenses incurred as a result of refusal of entry.
- J. **Response Required.** The Owner, Agent, or the person designated as responsible for the maintenance and management of the premises, whether that person is also the Owner or a designee of the Owner, is required to respond to inquiries from the City or the police department within ten (10) days from the date of inquiry. The duty imposed by this subsection to respond to inquiries includes a duty to attend an in-person meeting when reasonably scheduled by an employee of the departments referenced herein. Failure to respond in a reasonable period of time may lead to adverse license action pursuant to Section 114.120 of this Code.

- K. **Conduct on License Premises.** Tenant leases for all licensed Rental Dwellings must contain language applicable to Occupants that prohibits the Occupants from engaging in disorderly conduct. For purposes of this Ordinance, an Occupant will be considered disorderly if the Occupant violates:
1. Section 151.032 and Minnesota Administrative Rules Chapter 7030 relating to noise.
  2. Minnesota Statute 152.01 et seq. relating to the possession of controlled substances.
  3. Minnesota Statutes 609.72 relating to disorderly conduct.
  4. Minnesota Statutes 340A.701, 340A.702 and 340A.703 relating to the sale of intoxicating liquor.
  5. Minnesota Statutes 609.321, Subdivision 9, relating to prostitution or acts of prostitution.
  6. Minnesota Statutes 609.66 et seq. relating to the unlawful use or possession of firearms.
  7. Minnesota Statute 609.2242 relating to assault.
  8. Minnesota Statute 260C, et seq. relating to contributing to the need for protection or services or delinquency of a minor.
  9. Minnesota Statute 609.75 through 609.76 relating to gambling.
- L. **Fire Safety.** The Owner must comply with the provisions of the International Fire Code, or the most applicable fire safety code recognized by the City.
- M. **Crime Free/Drug Free Lease Addendum.** All tenant leases signed following the enactment of this Section, except for state-licensed residential facilities and subject to all state and federal laws, must contain the following Crime Free Housing language or equivalent thereof in said lease or in the form of an addendum:
1. Occupant, any members of the Occupant's household or a guest or other person under the Occupant's control, may not engage in or facilitate illegal activity, including drug-related illegal activity, on or near the premises. "Drug related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) or possession of drug paraphernalia.
  2. Occupant, any member of the Occupant's household or guest or other person under the Occupant's control may not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, or acts which otherwise jeopardize the health, safety and welfare of the landlord, his agents or tenants.
- N. Violation of any of the above provisions of Section 114.80 herein is a material violation of the lease and good cause for immediate termination and revocation of the rental license.

## § 114.90. INSPECTIONS.

- A. The City is also empowered to conduct inspections and to designate an authorized person or persons to conduct inspections of Rental Dwellings, in accordance with this Ordinance.
- B. It is the responsibility of the Owner or Agent to inform Occupants of the scheduled inspections. The license holder and/or designated resident Agent must be present for scheduled inspections. The City reserves the right to perform or require additional inspections if deemed necessary by the City.
1. Inspections must be due to:
    - a. **Initial/Routine Inspections.** Upon receipt of a complete application for a Rental Dwelling License, an inspection of the premises must be conducted thereafter by the City Building Inspector to ensure that the Rental Dwelling and premises are in substantial compliance with all applicable City and state laws, ordinances and regulations. Initial inspections must be conducted during the application process for obtaining a Rental Dwelling License. Inspections for renewing a Rental Dwelling License must be conducted every (3) years from the time of initial issuance of the Rental Dwelling License during the period of renewing the Rental Dwelling License.
  2. **Notification.** Prior to conducting an inspection, the City Administrator must mail notice to the Owner or its Agent and provide reasonable notice of the scheduled inspection date. If the Owner and/or Agent of the property request a change in proposed date of inspection, request must be made at least (72) hours in advance of proposed inspection date.
- C. **Access to Premises.** Every Occupant of a Rental Dwelling must, upon 48 hours' notice, give the Owner or Agent and the City Administrator or authorized representative access to any part of the Rental Dwelling or its associated properties during regular business hours for the purpose of making inspections, repairs, or alterations as are necessary to effect compliance with the provisions of this code. If any Owner, Occupant, or other person in charge of the building refuses to permit free access and entry to the structure or premises under his control for inspection pursuant to this Ordinance, whereupon, the City Administrator may revoke the license, or may seek an administrative search warrant to gain access of the Rental Dwelling for the purposes of inspection in accordance with this Ordinance.
- D. **Application Inspection Fees.** Fees for the initial inspection and re-inspection are listed at City Hall and on the City's web site. Initial inspection fees and renewal application fees are due when an Owner applies for a Rental Dwelling License or the Rental Dwelling Renewal. The City Administrator may determine, upon denial of a license that a new application must be filed and the application fee paid. Fees must be established by resolution from time to time by the City Council.

### **§ 114.100. COMPLIANCE ORDER.**

If a violation is found and the Owner is not in compliance with this Ordinance, the City must send a compliance order to the Owner.

A. **Content of Order.** The Compliance Order must:

1. Be in writing.
2. Describe the location and nature of the violations of this Ordinance.
3. Establish a reasonable time period for the correction of violations.
4. Be served upon the Owner or its Agent and/or the Occupant, as the case may require. Such notice must be deemed to be properly served if a copy thereof is:
  - a. Personally served on Owner or its Agent; or
  - b. Sent by registered or certified mail to Owner's or its Agent's last known address; or
  - c. Upon failure to affect notice through (a) or (b) above, notice may be posted at the main entrance to the Rental Dwelling.

### **§ 114.110. ADVERSE LICENSE ACTION; GROUNDS.**

A. **License Suspension or Revocation.** A Rental Dwelling License is subject to suspension or revocation by the City Administrator for the reasons specified herein. Prior to suspension or revocation, the Owner or its Agent must be notified in writing at least five (5) days prior to the City Administrator's consideration of such action. In the event that a Rental Dwelling License is suspended or revoked by the City Administrator, it must be unlawful for the Owner or its Agent to thereafter permit any new occupancy for vacant or thereafter vacated Rental Dwellings, until the Rental Dwelling License has been reinstated. Upon decision to suspend, revoke, deny or not renew a license, no new application for the same facility will be accepted for a period specified in the Council's written decision, not exceeding one-year. Issuance of a new Rental Dwelling License after suspension or revocation must be made in the manner provided for obtaining an initial license, except that the license fee must be equal to one hundred fifty (150) percent of the original license fee. A Rental Dwelling License may be suspended or revoked for non-compliance or violation of any section of this ordinance.

B. **Penalty and Eviction.** When the Owner or Agent does not comply with this Ordinance, or allows or fails to prevent disorderly use of the premises, then, after proper notice, the City has the right to penalize the Owner and/or Agent under this Ordinance and other Ordinances of the City's code, such as Ordinance 10.99.

The City Administrator may fine the Owner or revoke the rental license until the violation is remedied. Fines are listed at City Hall and on the City's web site.

If the Owner allows Occupants to be in the Dwelling Unit without a valid Rental Dwelling License, or if the City deems eviction necessary as a result of violation of municipal code or State law, when the Owner or Agent fails or refuses to evict the Occupants, then the City may take steps necessary to remove the Occupant from the Dwelling Unit.

The City may assess penalties against Owner, Agent or Occupant as deemed necessary for violations under this Ordinance, in accordance with Ordinances 10.98 and 10.99 under this code.

- C. **Conduct Pending Eviction.** No adverse license action may be imposed where the noncompliance or disorderly use of a Rental Dwelling occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days of notice given by the Owner or its Agent to an Occupant to vacate the premises, where the disorderly use was related to conduct by the Occupant or by other Occupants or guests of the Occupant's Rental Dwelling. Eviction proceedings are not a bar to adverse license action, however, unless they are diligently pursued by the Owner or its Agent. Further, an action to deny, revoke, suspend, or not renew a license based upon violations of this Ordinance may be postponed or discontinued at any time it appears that the Owner or its Agent has taken appropriate measures which will prevent further instances of disorderly use.
- D. **Reinspection Fee.** There is no fee for an initial inspection to determine the existence of a housing maintenance code violation. A fee must be charged for all subsequent re-inspections when the violation is not corrected by the time specified in the written notice. The fees are listed at City Hall and on the City's web site and will be established by resolution from time to time by the City Council.
- E. **Posted to Prevent Occupancy.** Whenever any Dwelling or Dwelling Unit has not obtained the required license, or has been denied a license or has had its Rental Dwelling License suspended or revoked or is deemed unfit for human habitation, it may be posted with a placard by the City Administrator to prevent further occupancy.
- F. **Failure to Obtain a License.** If it is determined that a Rental Dwelling is being operated without a valid license, the City reserves the right to conduct an immediate inspection with proper notice in accordance with Section 114.100. It shall be unlawful for an Owner, after notice, to continue operation of a Rental Dwelling without submitting an application for a license under this Ordinance, along with the necessary license fee. Once an application has been made, it is unlawful for the Owner to permit any new occupancies of vacant, or thereafter vacated, Rental Dwellings, until such time as the Rental Dwelling License is issued.

#### **§ 114.120. EXEMPT PROPERTIES.**

Exempt properties under Section 114 must file an exempted property application provided by the City that includes, information required by Section 114.60. Exempted properties must show to the City:

- A. Proof that they qualify for exemption status; and,
- B. State of Minnesota issued licenses and certifications.

**§ 114.130. TRANSFERABILITY.**

Rental Dwelling Licenses issued in accordance with this Ordinance are non-transferrable. Subletting of Rental Dwellings is prohibited and a new application must be submitted to the City.

**§ 114.140. APPEAL.**

If the Rental Dwelling License is suspended or revoked by the City Administrator, the license holder may appeal the decision to the City Council.

**§ 114.150. SEVERABILITY.**

If any provision of this Ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions will remain with full force and effect.

**§ 114.160. EFFECTIVE DATE.**

This ordinance becomes effective on the date of its passage and publications.  
(Ord. 121, passed 6-09-2016; Am. Ord passed 5-11-17)

**EXHIBIT A**  
**CITY OF NORTH OAKS – Inspection Compliance Order**

License No. \_\_\_\_\_ . \_\_\_\_\_

Property Address: \_\_\_\_\_ Date: \_\_\_\_\_, \_\_\_\_\_

Owner/Manager/Agent \_\_\_\_\_

**Interior Housing Condition**

**Plumbing Systems**

- \_\_\_\_\_ Hot and cold water
- \_\_\_\_\_ Free from obstructions, leaks and defects
- \_\_\_\_\_ Caulking; bathtub/shower/tile/faucet/toilet

**Mechanical Systems**

- \_\_\_\_\_ Bathroom exhaust fans in working condition
- \_\_\_\_\_ Vented to the outside
- \_\_\_\_\_ Laundry: Vented to outside
- \_\_\_\_\_ Water heater relief valve drain tube

**Electrical System**

- \_\_\_\_\_ Outlets/fixtures maintained -no exposed Wires
- \_\_\_\_\_ Missing outlet covers

**Stairways**

- \_\_\_\_\_ Handrails present

**Fire Safety**

- \_\_\_\_\_ Missing Smoke detector(s)
- \_\_\_\_\_ Missing Carbon Monoxide detector(s)

**Windows and Doors**

- \_\_\_\_\_ Broken window panes
- \_\_\_\_\_ Tears or holes in screens
- \_\_\_\_\_ Exit door easily opened from the inside

**Septic System**

- \_\_\_\_\_ Meets city requirements

**Building Security**

- \_\_\_\_\_ Entry doors, windows, hatchways contain a Security device to prevent unauthorized entry

Comments=\_\_\_\_\_

Re-inspection Date: \_\_\_\_\_

**Contact Info: Kevin White 763-355.5801**

**Inspection Checklist**

Smoke and Carbon monoxide detectors are operating and located in accordance with Code:

- A smoke detector in every bedroom and on every level of the house, including the basement.
- A smoke detector in every hall/area outside the bedrooms.
- A carbon monoxide detector located in the hall within 10 feet of all bedrooms.
- Batteries should be replaced annually.

Laundry dryers: vented to the outside.

Stairways and exits are clear of storage and/or furniture. Furnace/Boiler rooms: clear of combustibles.

The interior and exterior of the house and grounds are free from accumulations of refuse, garbage and storage.

**Compliance Orders:**

This notice is a compliance order. A copy will be left at the premises and a copy will be mailed to the owner/resident agent. The notice identifies the corrections needed, if any. If the property does not pass the inspection, this compliance order will indicate the corrections needed and the time frame in which they are to be completed. A re-inspection date will also be scheduled. A fee will be charged for any subsequent re-inspections that are needed to verify that the corrections have been completed. If the corrections are not made, a citation may be issued for the



violation and the City Council has the authority to suspend or revoke the license.

**Re-inspection Fee:**

Re-inspection fees will be charged if the City Staff cannot access the property during the initial scheduled inspection and after the second re-inspection if corrections initially identified have not been corrected. The re-inspection fee will be determined from time to time by action of the City Council.

## LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

- 1 Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.
- 2 Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.
- 3 Resident or members of the household will not permit the dwelling to be used for or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household.
- 4 Residents or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

\_\_\_\_\_  
Management

\_\_\_\_\_  
Resident(s)

\_\_\_\_\_  
Resident(s)

Date Signed \_\_\_\_\_

Date Signed \_\_\_\_\_

Resident(s) acknowledge receipt of this addendum by signature of this document.

**AGREEMENT BETWEEN THE CITY OF NORTH OAKS  
AND THE NORTH OAKS HOME OWNER'S ASSOCIATION  
FOR MANAGEMENT OF VARIOUS SERVICES**

This is an agreement between the City of North Oaks ("CITY") and the North Oaks Home Owner's Association (NOHOA) for the provision of management services. This sets out the understanding of both parties over which entity will manage various services within the community of North Oaks. This agreement is not intended to replace any other agreement between the CITY and NOHOA, but is complementary to any such agreement.

**1. Duration of Contract**

This contract will be in effect for the period beginning on January 1, 2017 and ending on December 31, 2021.

**2. Contract Renewal and Termination**

This contract may be renewed for an additional five year period beginning on January 1, 2022 by written consent of the CITY and NOHOA. An amendment to this contract for renewal must be executed by all parties no later than June 30, 2021.

This contract may be terminated by either party by written notice no earlier than December 1, 2020 and no later than January 1, 2021.

**3. Community Meeting Room**

The CITY shall be responsible for scheduling and managing the Community Meeting Room at 100 Village Center Drive, suite 150. NOHOA shall provide the CITY the software necessary to program the key cards for the room. No fees may be charged by the CITY to NOHOA for managing the Community Meeting Room. As a service to businesses, community groups and residents of the City of North Oaks, CITY may enter into short-term agreements for the use of the Community Meeting Room with such businesses, community groups and residents for uses authorized under Article II, Section 4 of the Master Lease. Any earnings from renting the Community Meeting Room shall be split 50/50 between NOHOA and CITY.

**4. Copier Cost Split**

The copier serving the CITY and NOHOA at 100, Village Center Drive, suites 230 and 240 is owned by the CITY. Each entity uses a different code to operate the copier. Costs for the 2016 budget year are currently split with 55% of the cost picked up by the CITY and 45% by NOHOA. For the 2017 budget year and every year thereafter through the end of this agreement the costs shall be split accordingly.

A. NOHOA and the CITY shall each pay 50% of the base charge.

B. The usage charge shall be split based on the amount of copies each organization makes. Copier usage shall be measured from September 1<sup>st</sup> to September 1<sup>st</sup> in order to determine a percentage of use for each organization. That percentage of use shall be used to determine each organization's usage charge which will be paid for the following budget year.

5. Conference Room

Both the CITY and NOHOA have use of the Conference Room which connects their offices at 100, Village Center Drive, suites 230 and 240. The room shall be used on a first come, first served basis by using the existing sign in sheet except in the event of an emergency.

6. Water Cooler

The CITY and NOHOA shall split the cost, maintenance and restocking of the Premium Waters water cooler 50% each.

7. Phones

The CITY and NOHOA shall each pay for their own phones and split the bill proportionately based on the number of phones. Currently the CITY has four phones and NOHOA has three so costs are split accordingly. Should the number of phones for either the CITY or NOHOA change the bill shall be split based on the revised number of phones.

8. Utilities

The CITY and NOHOA currently have established separate ~~Excel~~ accounts. Each organization shall continue to maintain separate accounts. *MR*  
*XCN*

9. Internet

The CITY and NOHOA currently have established separate accounts with internet providers. Should they decide to change that in the future an amendment to this agreement must be negotiated.

10. Contractors

Each organization shall have their own separate contract with any subcontractor who does work for them. If NOHOA and the CITY use the same contractor they shall still have separate contracts with that subcontractor.

11. Insurance

During the term of this contract, the CITY and NOHOA will maintain, through commercially available insurance or on a self-insured basis, property insurance to cover any losses suffered by each party. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other party, its employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the party. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party. The City acknowledges that NOHOA offices can be easily accessed by anyone breaking into the City offices due to emergency egress issues.

12. Indemnification

Each party to this contract will defend, hold harmless, and indemnify the other party, its officials, agents, and employees from any liability, loss, and damage it may suffer as a result of demands, claims, judgments, or costs including, but not limited to, attorneys' fees and disbursements, arising out of or related to the indemnifying party's performance or failure of performance under this contract. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this contract.

13. Alteration

The provisions of this contract may be altered only by mutual written consent of the CITY and NOHOA. Any alteration, variation, modification, or waiver of the provisions of this contract shall be valid only after it has been reduced to writing and duly signed by all parties.

14. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

**IN WITNESS THEREOF**, the parties have subscribed their names as of the last date written below.

**NOHOA**

By: Bill McNee  
Bill McNee  
Its' President

Date: 8/8/16

**CITY OF NORTH OAKS**

By: Michael Egelston  
Michael Egelston  
Its' Mayor

Date: 7/14/16

# September Month in Review



Rehder Forestry Consulting

*September 2021*

- Attended Natural Resource Meeting on September 16<sup>th</sup>.
- Homeowner calls at @ 2 Hummingbird, 4 Catbird, 6 Black Lake, 6 Sandpiper, 15 Black Lake, 20 Red Fox, 2 Ironwood, 11 Red Forest, 12 Swallow, 8 West Shore Rd, 1 Island, 43 West Pleasant Lake Rd.
- Tree Inspectors have almost completed marking diseased trees for removal and sending out notices to inform and educate about fatal shade tree diseases, treatment options, and deadlines for removal before the diseased trees contribute to more overland spread. So far, we have identified an estimated 125 oak wilt sites with over 160 diseased oak trees. For the most part this is a typical oak wilt season
- Have submitted numerous samples on select oak trees to U of M Plant Health Disease Clinic to confirm oak wilt as part of shade tree disease program.
- Working directly with residents to provide information on invasive species control such as Oriental Bittersweet, buckthorn, and Garlic Mustard.
- Continue to make residents aware of site obstructions that impede traffic or pedestrians.
- We have provided copies to City Hall and NOHOA of the spreadsheets we use to document diseased trees so that they are available to staff as needed.
- Met with NOHOA to help implement tree preservation policy.
- Dutch elm disease numbers are low as there are not many large elm trees remaining.
- Ash tree inspections will ramp up shortly as it is easier to diagnose ash trees when they do not have leaves.
- Provided materials for distribution at Farm Fest.
- Required Tree King tree service to be licensed and informed before they work in the city.