



CITY OF NORTH OAKS

Regular City Council Meeting
Wednesday, November 10, 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: 849 6836 6857 or by joining the meeting via the following link: <https://us02web.zoom.us/j/84968366857>. 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 October 14, 2021 Meeting Minutes

[10.14.2021 City Council Minutes.pdf](#)

6b. Approval of Minutes from City Council Special Joint Listening Session on 10.27.2021

[10.27.2021 Sp City Council - Joint Listening Session Minutes.pdf](#)

6c. Approval of Licenses:

Mechanical: Comfort by Design. Liberty Comfort Systems, Logan Companies; Professional Mechanical; Wise Heating and Air Conditioning

6d. Approval of City Financials

EFT's: 000484E - 000491E, Check # 014163 - 014189

6e. Resolution 1438 Requesting Score Grant Funds

[1438. Resolution Requesting 2022 Score Grant Funds.pdf](#)

6f. Resolution 1439 Approving State of Minnesota Joint Powers Agreements with the City of North Oaks on Behalf of its City Attorney and Police Department

[State of MN Joint Powers Agreement 10.26.21.pdf](#)

[1439. Resolution Approving State of MN Joint Powers Agreements with City of NO on Behalf of its City Attorney and Police Dept..pdf](#)

[Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.pdf](#)

6g. Approval on NineNorth Service Contract

[CoverLetter_2022_North Oaks.docx.pdf](#)

[North Oaks_ServiceContract_2022_3years_v1.docx.pdf](#)

6h. Resolution Designating Polling Places for the 2022 State Primary and General Election

[1440. Designating Polling Places for 2022 Elections.doc](#)

7. Petitions, Requests & Communications -

Deputy Mike Burrell Report

8. Unfinished Business

8a. Continued Public Hearing - Amending Rental Ordinance Regulating Residential Properties, followed by discussion and possible action on adopting ordinance

[ordinance_121_-_regulate_residential_rental_properties.pdf](#)

8b. Authorize deer removal program and discussion on deer management

8c. Discussion and possible action on safety and speed in Rapp Farm

8d. Discussion and possible action on process for Wetland Ordinance

9. New Business

9a. Discussion and possible action on filling vacancies for City commissions

[PC NRC Members 2021 - Terms ending.docx](#)

[Board Commission Appoint Policy_13Jan2020.pdf](#)

[Board Commission Application Form.pdf](#)

9b. Discussion and possible action on process for important documents on City website

10. Council Member Reports

11. City Administrator Reports

12. City Attorney Reports

13. Miscellaneous

13a. City Forester Report for October 2021

[October 2021 in Review.pdf](#)

14. Adjournment - *The next meeting of the City Council is Thursday, December 9, 2021.*

**North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
October 14, 2021**

1. CALL TO ORDER

Mayor Ries stated it is with a heavy heart that she calls the meeting to order on September 9, 2021 at 7:00 p.m. as the past Saturday they lost a member of the community suddenly in a tragic accident. A young father left behind his young children and wife; she said many of us knew them well and attended school and events with them. This loss has impacted the community deeply. Out of respect, Mayor Ries called for a moment of silence to honor Vince Glasgow.

2. ROLL CALL

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

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

Others Present: Videographer Maureen Anderson

A quorum was declared present.

3. PLEDGE OF ALLEGIANCE

Mayor Ries led the City Council in the Pledge of Allegiance.

4. CITIZEN COMMENTS

Randy Herreid, 16 Monarch Lane, would like to request the City Council looks at an action to reduce the speed limit at Rapp Farms. There have been many incidences lately with crime, attempted abductions, cars stolen out of garages, and is the most densely populated area of North Oaks. As their younger children are getting older with more teenage drivers, they are getting even more densely populated; with as many curves as they have and some of the driving hazards it can get a little quick for the children in the streets who are playing. He would like to look at a lower speed limit and has heard that they may have to do studies. Mr. Herreid knows in the 6 years he has lived there the issue has been brought up to NOHOA, to the City, and to anyone who will listen and they have not had any traction other than people saying they will take a look at it. He hopes to put a speed limit of 20 mph in even if they are waiting for a study to get done.

Mayor Ries noted the item would be discussed under New Business item 9c this evening.

5. APPROVAL OF AGENDA

Administrator Kress has one addition to the Consent Agenda, 6g Approval of Gambling Permit Application for Children's Hospital Association, North Oaks Guild 1 at the North Oaks Golf Club. He stated they will also add Resolutions 1436 and 1437 which are listed as 6d and 6e. He noted a change to the Minutes on page 4 of the packets to read "28 units" rather than 21 acres.

MOTION by Watson, seconded by Dujmovic, to approve the Agenda as amended with changes listed by Staff.

Member Shah said there has been a lot of confusion on the proposed wetland ordinance, residents were noticed that a public hearing was going to happen tonight and it was pulled from the Agenda. While an email was sent to the City Council on why it was removed it was not communicated to the public as to why it was removed. She thinks this was very backwards and lacks transparency.

After discussion between Mayor Ries and Member Shah, Mayor Ries called a point of order, noting Member Shah is on a completely different issue than what they are talking about as the vote before the Council is to approve this agenda.

Motion carried unanimously by roll call.

6. CONSENT AGENDA

- a. 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
- b. Approving amendment to City Council meeting schedule**
- c. Approval of September 9, 2021 Meeting Minutes**
- d. Resolution 1436 Approving CUP #21-13 Eastview Lane for Garage space in excess of 1,500 square feet**
- e. Resolution 1437 Approving CUP 21-12 for 20 Evergreen Road - Height in excess of 35 feet**
- f. Approval of City Financials for the month of September 2021**
Checks: 014124 - 014162, and EFT's: 000471E - 000483E
- g. Approval of Gambling Permit Application for Children's Hospital Association, North Oaks Guild 1 at the North Oaks Golf Club.**

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

7. PETITIONS, REQUESTS & COMMUNICATIONS

a. Deputy Mike Burrell Report

Deputy Burrell gave an update and noted a lot has come up since his last report two months ago. He stated there have been some significant crime incidents, including a burglary and auto theft in Rapp Farm which was very concerning for everyone. The Ramsey County Sherriff Department made an arrest on that case, a 14-year-old was arrested, and this has been ongoing metro-wide with an incredible amount of crime. He believes the Sherriff's Department is doing their job and arresting people; however, they are let out almost right away and they continue their behaviors. He noted they could discuss that more at the neighborhood meeting coming up. Deputy Burrell

said there was a carjacking in Shoreview very close to North Oaks and it is all very, very concerning. He stated he has not seen anything like what has been happening in the last year to year-and-a-half in his law enforcement career. He reiterated the Department is doing their part but the courts have to do their part as well.

Member Hara asked why that is as he has heard the same frustration from another Sherriff; they arrest someone for carjacking in the morning and rearrested the same person that afternoon as they are in and out so quickly. He asked why the system is not following through to get these people off the streets.

Deputy Burrell replied part of it comes down to the County Attorney's office, but it is the judges, judicial system, and for whatever reason they are in a phase right now where they are not holding offenders accountable. He thinks within the County they are in a decent spot with coverage, bodies, and personnel; in looking at St. Paul they are short 100 officers right now and their leaders do not want to hire more officers. He said when there is this increase in crime, that the solution is not to hold criminals accountable is crazy. Deputy Burrell noted Minneapolis and St. Paul will break the record this year for murders.

Speaking about Rapp Farms, Watson noted he does not think everyone understands how to determine speed in communities; the City Council can go in and change speed but there may be some legal consequences to that in terms of enforcement. Watson noted with everything happening the previous weekend in St. Paul he noticed the Ramsey Sherriff's office was present in some of the film he saw and asked to what extent does that pull them from the community of North Oaks.

Deputy Burrell is different than most positions as for the most part he should be in North Oaks with limited exceptions. He believes with the shooting incident the previous Saturday night St. Paul did not even have enough personnel to answer their calls so they asked for more bodies. He shared more about fraud reports and Tik Tok challenges regarding vandalism within the community.

8. UNFINISHED BUSINESS

None.

9. NEW BUSINESS

a. Public Hearing - Amending Rental Ordinance Regulating Residential Properties, followed by discussion and possible action on adopting ordinance

Administrator Kress stated North Oaks Home Owners' Association (NOHOA) requested Staff to provide additional verbiage in this City Ordinance. It was provided to the City Council in letter form from NOHOA, was called for a public hearing, and put on the Agenda. It is in front of the City Council to make any additions or deletions they see fit and at the right time approve or deny those changes to the ordinance.

Member Watson noted a concern regarding the requested language "rental provisions apply where allowed by NOHOA." He thinks it might be saying that Ordinance 121 would essentially be enforced by NOHOA and they need to be careful about that; they can structure the intent to

manage rental property carefully but it is a huge mistake to indicate that NOHOA is in effect guiding how the City enforces this based on their determination. In talking with Attorney Tom Radio, NOHOA's attorney, he agreed that they should take a look at it. He gave some potential examples and ideas and noted a couple people should sit down, hammer through it, and bring it back for review and comment as part of a public hearing in November.

The City Council discussed the issue and whether to table or have an informal working group take up the matter.

MOTION by Watson, seconded by Hara, to open the public hearing at 7:52 p.m. Motion carried unanimously by roll call.

There were no members of the public that asked to speak on the matter.

The City Council continued discussion. Mayor Ries is comfortable continuing the hearing and asked Watson if he would like to work with the Attorneys on the language.

Member Watson noted by continuing the item, anyone in the community including property owner or renter can submit comments on this matter.

MOTION by Watson, seconded by Dujmovic, to continue the public hearing amending the rental ordinance regulating residential properties to the next City Council meeting on November 10, 2021 and set up a work session with Member Watson.

b. Review Agreement with NOHOA for shared Office space

Administrator Kress said regarding the item, they are looking to match it up with the current lease; right now, it is a five-year rolling lease. He would like to table this item, work with NOHOA offline, and bring it back before the City Council in November or December.

MOTION by Ries, seconded by Watson, to table the review of the management agreement with NOHOA for shared Office space. Motion carried unanimously by roll call.

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

Administrator Kress noted anything below 25 mph requires a speed study. The action of the City Council tonight would be whether to do a speed study or not.

Engineer Jon Morast said currently State Statute 169 is the authority on speed limits; in August 2019 the Statute was amended to order a change to grant cities the authority to manage and change speed limits on their City-owned streets. Several surrounding cities have made some changes. He clarified to reduce the speed limit to 25 mph it would require some analysis, they must effectively communicate the change to the public, and look at local crashes and speeds, but would not require a full-blown traffic study. He recommends if this happened it would be Codified in the City Code. To reduce it to 20 mph they would need to do a minimum traffic analysis, look at geometrics, accidents and local crashes, and is more of a study process to bring for implementation. While the Statute is for public streets, with the private streets in North Oaks,

he would still recommend that process be followed. He noted he needs to take a harder look into the mention of private streets regarding authority and enforcement. A speed study would take several weeks to a couple of months depending on engagement and involvement; as for cost, he does not know yet what that would be.

Member Dujmovic suggested starting with what NOHOA gleaned from their traffic study and getting things moving forward.

Mayor Ries wants to hear from the people of Rapp Farms and is excited for the neighborhood meeting.

Member Shah asked Attorney Thomson if the City has authority and control over the roads due to the private nature of the roads.

Attorney Thomson noted that is something he will look into; if they don't do it the right way, if someone is cited for speeding and the posted speed limit is not justified or if the City did not do the right things, then that person would have a defense to the citation. This is the reason they must be clear in complying with the statutory requirements.

Member Shah encouraged members of the community who live in other areas where speeding may be a problem to raise it.

MOTION by Watson, to table the discussion on reducing the speed limit in Rapp Farm subdivision to the next City Council meeting on November 10, 2021.

Engineer Morast suggested also looking at traffic calming, such as speed bumps or speed humps.

Motion seconded by Hara. Motion carried unanimously by roll call.

10. COUNCIL MEMBER REPORTS

Member Hara attended the Planning Commission who did a good job vetting out the two houses that were looking for variances. He attended the Natural Resource Committee meeting and informally surveyed some residents in the community about what they are seeing regarding deer. He thanked Michelle Klein for her work at NOHOA over the years.

Member Watson echoed Member Hara's comments about Michelle Klein. He noted there was a Fire Board meeting and he received an update on the new fire station, and he also shared that he had a call with Mayor Ries and NOHOA President Hanson regarding ordinances and policies.

Member Shah stated she and her husband were very rocked by Mr. Glasgow's passing and her heart goes out to the family. Regarding Vadnais Lakes Water Management Organization (VLAWMO) Tech, she asked that community members nominate others who are doing good work in caring for the Watershed for the Watershed Steward Award.

Member Shah and Member Dujmovic updated regarding communications, noting they have looked at the e-blast, made structure and content changes, and worked with Administrator Kress

to keep content cleaner. Next steps in communications include surveying residents as to what they prefer such as frequency, content, and the best way to deliver communications. They hope the City Council will allow Member Dujmovic, Member Shah, and Administrator Kress to work on a number of survey questions to bring to the Council for final review. Member Shah suggested a collaboration with NOHOA to host listening sessions with rotating members of each entity to get out in the community.

Mayor Ries asked everyone to mark their calendars for a listening session with NOHOA on October 27, 2021.

Member Dujmovic met with the Shoreview City Manager and the Under-Sherriff to talk about the presence and quantity of the police force within the community. He reminded the City Council that there are seven contract cities that participate in policing with North Oaks and the City pays 8% of that budget based on size and needs of the community. Member Dujmovic shared part of that is to pay for a dedicated officer, Deputy Burrell, and he noted several instances over 2021 where Deputy Burrell was deployed outside of North Oaks. During those periods such as the State Fair or periods of civil unrest outside of North Oaks, the City did not receive replacement personnel for that time. It was discussed that in the future it would be the expectation for the City to receive compensatory people in North Oaks and to be compensated for the time that Deputy Burrell was not present in North Oaks. Member Dujmovic noted he received favorable feedback on both of those items and looks forward to that in the future. He noted they are also looking for the algorithm on how that budget is calculated and have reached out and asked for it. There will be a meeting in Rapp Farms regarding ideas around a neighborhood watch and best practices.

Mayor Ries thanked Michelle Klein for her years of service and help to the City on many occasions. She extended sincere condolences to the Glasgow family for their tragic loss and the quick healing of their son in the hospital. She thanked the Ramsey County and Lake Johanna Fire for their quick response and assistance that evening. Mayor Ries shared that the reason the wetland ordinance public hearing was not held this evening is because comments came back from the Natural Resources Commission (NRC) that they did not consider the Board of Water and Soil Resources (BWSR) standards and state restrictions. Therefore, in an effort to not waste time, the item was removed from the agenda until something has been vetted by the NRC and it will then go before the City Council. Mayor Ries stated the City was served with a writ of mandamus which is not a lawsuit but a filed request for forced action that the Company filed against the City. The background is that the City worked with the Company and reprioritized some of the sites. The Company asked that the condo become a priority and that the developer's agreement be expedited for that site and the request was granted. As a result, the City could not get to other sites that were approved in time. Mayor Ries stated no deadline had passed and it was well before the deadline that Attorney Thomson began working on the developer's agreement that was due, which was virtually the same that was being negotiated with the condo area. She said they were trying to force the City to get that to them faster; in this situation the Company went to the court rather than picking up the phone to ask the status of the draft. In this situation the City was well within making the deadline for this. She stated Attorney Thomson handled it professionally and thanked him for his time resolving the issue, noting it was dismissed because there was no issue at hand.

11. CITY ADMINISTRATOR REPORTS

Administrator Kress and the City Engineers will update the following morning with an email report.

12. CITY ATTORNEY REPORTS

Attorney Thomson shared regarding the writ of mandamus, the lawsuit has been dismissed, the agreements have been signed, and life is going on. It was a very short case with no costs or expenses.

13. MISCELLANEOUS

a. September 2021 Forester Report

14. ADJOURNMENT

MOTION by Hara, seconded by Watson, to adjourn the meeting at 8:59 p.m. Motion carried unanimously by roll call.

Kevin Kress, City Administrator

Kara Ries, Mayor

Date approved _____

**North Oaks City Council
Special Meeting Minutes
North Oaks City Council Chambers
October 27, 2021**

1. CALL TO ORDER

Mayor Ries called the special meeting to order on October 27, 2021 at 7:00 p.m.

2. ROLL CALL

City Councilmembers participated **by telephone or other electronic means** pursuant to Minn. Stat. § 13D.021.

Present: Mayor Kara Ries. Councilmembers Rich Dujmovic, Jim Hara, Tom Watson, Sara Shah

Staff Present: Administrator Kevin Kress

Others Present: NOHOA President Joanne Hanson, NOHOA Board of Directors Patricia Orud, Jim McGillis, Jon Cotner, Kirsten Long, Shawn Dempster, North Oaks Company President Mark Houge

A quorum was declared present.

3. APPROVAL OF AGENDA

Mayor Ries noted the purpose of tonight's special meeting is to have a joint session with the NOHOA to provide a listening session for residents to provide feedback. Each resident asked to keep comments at 3 minutes to allow opportunity for all to participate. No discussion will take place on each topic, however issues will be taken back to respective City/NOHOA to address.

NOHOA President Joanne Hanson also provided introductory comments and introduced NOHOA board members and thanked residents for their attendance and interest in community.

4. DISCUSSION ITEMS

Mayor Ries and NOHOA President Joanne Hanson opened the meeting for resident comments.

Resident Comments:

Colleen Nelson on 1 Hill Farm Court: City Administrator Kress read written comments into record regarding the recent Gate Hill development lawsuit. Feels the current Council actions have caused this lawsuit, and asks them to stop and refocus on other productive things for the Community.

Peter Hilger – 14 Pheasant Lane: Would like information about traffic studies which have taken place and has concern over speed on Pheasant Road. He shared map showing a missing trail on Catbird Lane extension and asks that be put in and clarified. He also requests removal of buckthorn around Wilkinson Lake as residents can hardly see the lake anymore.

Damien Lepoutre – 6 Black Lake Road: Asks NOHOA and Council to present full complement of City taxes and NOHOA public utility expenses together, since in standard Cities public works would fall under City. This would provide a more complete picture for residents.

Faith Farr 4 Sunshine Lane: Disappointed that the yoga program is leaving North Oaks. Asks that North Oaks recreation facilities paid for by residents be made available to all.

Greg Mack – 2 High Circle Way: He has spoken to Mark Houge and is encouraged about adjustments to the Nord Trail. He hopes the trail connections in Nord Development will be completed prior to this upcoming winter season.

Shaila Cunningham - 18 Pheasant Lane: Transparency question. She believes statute provides that all association agreements and materials should be made public. She is disappointed by the confusion re: use of East Rec and that she hasn't been able to see an agreement yet for this shared use space.

Jim Howard – 58 Rapp Farm Boulevard: Has concerns on traffic speed, and wants to know whose authority it falls under, NOHOA or City. Mayor Ries mentioned there is a traffic safety meeting at Rapp Farm on Wednesday 10/28 at the Rapp clubhouse to discuss this issue.

Jennifer Risdall, 6 Willow Road: Requested that the rest of Colleen Nelson's letter be read as it was cut off at the 3-minute mark. The remainder of the letter was read.

Carol Bergeson – 15 Pheasant Lane: Feels there is a lack of clarification on NOHOA / City budget items that overlap. City Forester is responsible for City, health, trees, safety. NOHOA has decided to have own arborist. Would like clarification on who has what responsibility for roads and trees, and additional communication on what the ribbons are for.

Steve Porter – 8 Columbine Lane: He is part of 50-60 Pickleball players who play regularly at East Rec. Currently only 1 court is mapped for pickleball. They would like 4 pickleball courts marked on the last 4 courts.

David Cremons - 22 Raven Road: Concerned about the proposed Wetland Protection Ordinance that was initially brought for Council consideration, then withdrawn. Seems to be a major change in the land use. Encourages both Council and NOHOA to be very deliberate about this ordinance and transparent to residents as it could have significant impact to private property owners.

Carolyn Stitt – 22 Lake Court: Has question on Easements. Have 2 on property – Utility and conservation easement. Would like to know what each of these means, and what the homeowner's rights are on their own property.

Deb Breen – 11 Scotch Pine Road: Thanks to NOHOA for the welcoming and beautiful plantings at front North Oaks entrance. Asks NOHOA keep in mind the Centerville and Hodgson entrances, as money permits, to enhance resident experience for those who enter our community every day at those entrances.

Franny Skamser-Lewis – 3 Red Maple Lane –Asks that the meeting recording be made available via NOHOA or City website. Would like to see the Nord Trail be resolved and thanks the NOHOA board and Councilmembers for the opportunity to present feedback.

Councilor Tom Watson – Thanked for the public for participating with their comments and concerns.

5. ADJOURNMENT

Hearing no further resident requests to speak, Mayor Ries and President Hanson thanked everyone for their attendance and closed the meeting.

**MOTION by Councilor Watson, seconded by Shah to adjourn the meeting at 7:54 p.m.
Motion carried unanimously by roll call.**

Kevin Kress, City Administrator

Kara Ries, Mayor

Date approved_____



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

RESOLUTION NUMBER 1438
REQUESTING 2022 SCORE GRANT FUNDS

WHEREAS, the City of North Oaks has in the past applied for and gratefully accepted SCORE grant funds to assist in the City recycling program, and

WHEREAS, the City Council wishes to again request that Ramsey County grant North Oaks a SCORE grant to continue a successful City recycling program.

BE IT RESOLVED that the City of North Oaks hereby requests that Ramsey County award the City of North Oaks a SCORE grant in the amount of \$15,458.00 in the year 2022.

PASSED BY THE COUNCIL of the City of North Oaks this 10th day of November, 2021.

APPROVED:

Kara Ries, Mayor

ATTEST:

Kevin Kress
City Administrator





State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of North Oaks on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Kevin Beck, Attorney
Address: 223 Little Canada Rd E, Ste 200
St Paul, MN 55117
Telephone: 651.224.3781
Email Address: kbeck@kellyandlemmons.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: Stephanie J. Marty
(PRINTED)

Signed: Stephanie J. Marty

Title: Deputy Clerk/Treasurer
(with delegated authority)

Date: 11/10/21

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

RESOLUTION NO. 1439

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF NORTH OAKS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of North Oaks on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of North Oaks, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of North Oaks on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Ramsey County Sheriff, Bob Fletcher, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Attorney, Joseph Kelly or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Kara Ries, the Mayor for the City of North Oaks, and Stephanie Marty, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 10th day of November 2021

CITY OF North Oaks

By: Kara Ries
Its Mayor

ATTEST: 
By: Stephanie Marty
Its City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of North Oaks on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200436, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party’s receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: Stephanie J. Marty
(PRINTED)

Signed: Stephanie J. Marty

Title: Deputy Clerk / Treasurer
(with delegated authority)

Date: 11/10/2021

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

July 1st, 2021

Kevin Kress, City Manager
City of North Oaks
100 Village Center Drive
North Oaks, MN 55127

Dear Kevin,

First, we'd like to thank you for North Oaks's partnership with the North Suburban Communications Commission and Access Corporation (dba NineNorth). We truly value the North Oaks's community and want to continue to support the city through enhancing your communications by making information available to all residents.

This contract is for three years, the price is reflective for a single year of those three years.

Through the pandemic, we are proud we were able to provide critical services to North Oaks's without increasing costs. Moving into 2022, we are increasing our cost by 4% to \$180 per meeting. The 4% increase is also reflective in our other services such as web streaming and playback.

New this year is our subtitling option to your public meetings. The cost is \$46 per meeting to add 91% accurate subtitling in 30 different languages, including English. This addition will help make your city information more accessible. Please let us know if you would like to add these to your meetings.

Also a new addition to this contract is the intermapping charge. The intermapper is an IP based service to essentially "watch" all of the IP based equipment (internet of things) to minimize breakage. It is highly secure to our intranet and not accessible to anyone outside. This will ensure your equipment is always working properly.

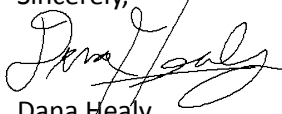
Your Municipal Producer will continue to be Dan Mariska. The benefit for using the NineNorth services is the peace of mind that the meetings will be executed properly, and there will always be a back-up operator available. We are also making virtual, hybrid, and in person options available through the year.

We will continue to offer the Neighborhood Network program for \$1 a year. NineNorth will produce *at least* 3 productions a year related to your city, which will also be webcasted, and archived for the city.

Please note there are other services outlined on your contract, but are not placed in the "Agreed" upon column. If you are interested in our additional services, please let us know.

Please let me know if you have any questions about the service agreement for 2022. We look forward to serving the city of North Oaks. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Healy". The signature is fluid and cursive, with the first name "Dana" and last name "Healy" clearly distinguishable.

Dana Healy

Executive Director

North Suburban Access Corporation, NineNorth

North Suburban Access NSAC Professional and Technical Services Agreement

This contract is between the North Suburban Access Corporation, a Minnesota Municipal Corporation, (herein “the NSAC”) and the City of North Oaks, Minnesota (herein “the City”).

Recitals

1. Under Minnesota law, the NSAC is empowered to provide such professional and technical services as are desired by the City.
2. The City desires to engage the NSAC for video webcasting services and archiving services (herein “the Services”).
3. The City represents that it is empowered to engage the NSAC.

Agreement

1. Term of Contract

- 1.1. **Duration.** This Agreement will become effective **January 1, 2022** and will remain in effect for a period of **three (3) years**. At the expiration of the one (1) year period, the Agreement will automatically renew for another period of one (1) year, unless notice to terminate this Agreement is provided no less than ninety (90) days prior to the end of the current term. If this Agreement is terminated prior to the completion of a one (1) year period, the NSAC will be entitled to payment, determined on a *pro rata* basis, for Services satisfactorily performed.
- 1.2. **Survival of Terms.** The following clauses will remain in effect after the termination of the Agreement: Section 5. Liability, Section 6. Government Data Practices and Intellectual Property, Section 8. Governing Law, Jurisdiction, and Venue; and Section 9. Disclosure.

2. Services Provided

- 2.1. **Services.** The NSAC will provide the Services described in Schedule A (attached).
- 2.2. **Additional Services.** The City may also request additional services during the term of the Agreement (see Section 1.1. Duration). If accepted by the NSAC, Schedule A will be amended to include a

description of the additional services and according compensation. Unless otherwise specified, all terms of this Agreement will apply to any amendments to Schedule A.

- 2.3. **Standard of Care.** To the extent any property, such as camera or computer equipment, is loaned by the NSAC to the City, the City will exhibit a standard of care consistent with Minnesota law.
- 2.4. **City Assistance.** Depending on the nature of the Services, the NSAC may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City will provide access to and make provisions to enable the NSAC or its agents or employees to enter upon public and private land and property as required for the NSAC to perform the Services.

The City will furnish the NSAC with a copy of any special standards or criteria promulgated by the City relating to the Services, including, but not limited to, design and construction standards, that is necessary for the NSAC to prepare for its performance of the Services.

3. Payment

- 3.1. **Compensation.** The City will pay for all Services to be performed by the Contractor as specified in Schedule A (attached).
- 3.2. **Fee Adjustment.** The NSAC reserves the right to annually adjust the fees associated with the Services specified in Schedule A. Such adjustments, if any, will be enacted on January 1 of a given year. Prior to enacting any fee adjustments, the NSAC must provide written notice of such to the City at least ninety (90) calendar days prior to the effective date of the fee adjustment.
- 3.3. **Invoices.** The City must promptly pay the NSAC after the NSAC presents an invoice for those Services that have been actually performed. The NSAC must timely submit invoices.
- 3.4. **Event Cancellation.** The City agrees to pay 70% of the expected event amount for any cancellation unless sufficient prior notice is provided. "Prior Notice" is defined as at least 10 business days (including the day of the event) before the scheduled event.

4. Assignment, Amendments, Waiver, and Completeness

- 4.1. **Assignment.** The City may not assign, license, or transfer any rights or obligation under this Agreement without prior written consent of the NSAC and a fully executed Assignment Agreement, executed and

approved by the same parties who executed and approved this Agreement, or their successors in office.

- 4.2. **Amendments.** Any amendments to this contract must be made in writing and will not be effective until executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 4.3. **Waiver.** If the NSAC fails to enforce in a timely manner any provision of this Agreement, that failure does not waive the provision or the NSAC's right to enforce the provision.
- 4.4. **Completeness.** This Agreement contains all negotiations and agreements between the NSAC and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability

The City must indemnify and hold harmless the NSAC, its agents, and its employees from any claims or causes of action, including attorney's fees incurred by the NSAC arising from performance of this Agreement by the City, its agents, or its employees. The clause must not be construed to preempt any legal remedies the NSAC may have for the City's failure to fulfill its obligations under this Agreement.

6. Government Data Practices and Intellectual Property

- 6.1. **Government Data Practices.** To the extent applicable, the City and NSAC must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Clause by either the City or the NSAC.

Each Party shall notify the other of any Data Practices Act request for video recordings created pursuant to this Agreement. All requests for the release or sale of video recordings created pursuant to this Agreement shall be directed to and fulfilled by the NSAC.

7. Endorsement

The City must not claim that the NSAC endorses its products or services.

8. Governing Law, Jurisdiction, and Venue

Minnesota Law governs this Agreement. Venue for all legal proceedings arising from this Agreement shall be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. Disclosure

The City consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, to the Commission as is necessary for compliance with Minnesota and other applicable law.

10. Severability

If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event that such a section or clause is essential or substantially alters the Agreement, the Parties shall negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

11. Employment

Employees of the NSAC performing work pursuant to this Agreement shall remain at all times employees only of the NSAC. The NSAC will be responsible for worker's compensation, salary, and training.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Dated: _____

North Suburban Access Corporation

By: _____

Its: _____

Attest

By: _____

Its: _____

North Oaks, City Administrator

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Schedule A. Services (North Oaks).

Service	Quote	Agreed
<p><u>Municipal Production Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> ● A total of 24 meetings for 2022 include City Council and Planning Commission. Cost per meeting is \$180. For each additional meeting a flat fee of \$210 per meeting will be charged. NSAC will provide a municipal producer to record and broadcast LIVE meetings in either in person, virtual, or hybrid; ● Equipment and meeting room preparation; ● Provide the timing of the discussion and agenda items for web links; ● Upload minutes for all meetings; ● Provide backend support for closing, annotating, and posting the meeting for the program the following day. ● Provide Master Control services to ensure quality controls. <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> ● 10 day notice for all hybrid meetings. ● Provide a weekly schedule of live and/or recorded events of shows at least one week in advance of first event/show on the schedule. ● Provide the NSAC with the name and telephone number and email address of an emergency contact who can answer questions about the cablecast and/or encoding of live events. ● Provide PDF copies of minutes for upload. ● Login credentials for Zoom. 	<p>\$4,320.00</p>	<p>\$4,320.00</p>
<p><u>Subtitling:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> ● English subtitling for 48 meetings, in English, delivered through the Cassandar platform to be seen on the live and recorded web stream, as well as on cable; 	<p>\$1,104.00</p>	<p>-</p>

Schedule A. Services (North Oaks).

<p><u>Cablecasting Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> ● Live broadcasting of City Council meetings and applicable Advisory Commission meetings on appropriate channels; ● Schedule the City channel with up to 7 premiers of programming, and 14 reruns of programming per week, totaling 21 playbacks per week; <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> ● Monthly schedule of cablecast playbacks. 	\$655 per year	\$655 per year
<p><u>Carousel:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> ● Coordination of 0 Carousels per month at \$62.50 per Carousel, per year. This does not include labor to manage the Carousel. 	-	-
<p><u>Web streaming Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> ● Live web streaming of 24 meetings. ● Encoded meetings and the accompanying agendas posted within 24 hours on the NSAC's website; ● Post links between agenda items and their video discussion; ● Storage of recorded videos for up to 6 months; <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> ● Provide the NSAC with monthly schedule of all live meetings to be streamed and/or encoded for posting on the NSAC's website; ● Notify the NSAC as soon as possible of the cancellation of a live event, including city meeting, which is scheduled for playback, of any change in the day or beginning time of any live event, including city meeting, or of any additions of special meeting to the schedule; ● Provide the NSAC with the name and telephone number for a main contact of the cablecast. ● Chapter marking information on the agenda will be provided by the City for meetings not utilizing the NSAC's municipal producers. 	\$1,272.00 per year	\$1,272.00 per year
<p><u>Inter-mapper Cost Share:</u> The NSAC agrees to provide the following:</p>	\$117 per year	\$117 per year

Schedule A. Services (North Oaks).

<ul style="list-style-type: none"> 11 IP based devices monitored via the inter-mapper licence, to ensure equipment is operating effectively, and reduce breakage. This is an even cost share with the JPA. 		
<p><u>Social Media Coordination- Lite:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> 3 Custom-made posts per week. A content execution calendar with up to 12 planned posts per month, with creative content. Quarterly analytics <p>The City agrees to provide the following: A monthly newsletter and items of upcoming interest.</p>	<p>\$110 per week for 52 weeks</p>	<p>\$5,720</p>
<p><u>Neighborhood Network Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> Produce at least 2 productions a year for the City, at the discretion of the NSAC; Cablecast, web stream, and distribute via link to the City the final product; Storage of recorded videos for up to 6 months. <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> Submit to the NSAC monthly production requests. 	<p>Introductory rate of \$1 per year</p>	<p>\$1</p>
<p><u>Cassandar Web Streaming Platform:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> Custom made landing page with a proprietary platform, branded with city logo and colors to play live and store archived video content; Ability to index, chapterize, and upload packets alongside meetings; Hosting and maintenance of the platform and site. Dedicated messaging system from constituents to assigned email to answer questions from the public. <p>Password protection options</p>	<p>\$3,400 per year value</p>	<p>Included in JPA Membership</p>
<p>Total</p>		<p>\$12,085 per year</p>



RESOLUTION NO. 1440

RESOLUTION DESIGNATING POLLING PLACES FOR THE
2022 STATE PRIMARY AND GENERAL ELECTION

WHEREAS, Minnesota Statutes 204B.16, Subd. 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year; and

WHEREAS, changes to the polling places locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, the Primary is August 09, 2022 and the General Election is November 1, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the North Oaks City Council hereby designates the following polling places for elections conducted in the city in 2022:

Precinct 1 City of North Oaks
 100 Village Center Drive, Suite 150

Precinct 2 Waverly Gardens of North Oaks
 5919 Centerville Road, North Oaks

AND BE IT FURTHER RESOLVED, that the city clerk is hereby authorized to designate a replacement meeting the requirements of the Minnesota Election Law for any polling place designated in this Resolution that becomes unavailable for use by the City;

AND BE IT FURTHER RESOLVED, that the city clerk is directed to send a copy of this resolution to the Ramsey County Elections Office.

Adopted by the city council of the City of North Oaks this _____ day of November, 2021.

By: _____
Kara Ries, Mayor

Attested:

By: _____
Stephanie J. Marty, Deputy Clerk

**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.

PLANNING COMMISSION MEMBERS

1. Stig Hauge, term ends December 31, 2021
2. Grover Sayre III, term ends December 31, 2021
3. Nick Sandell, term ends December 31, 2021

**Terms are for 3 years starting Jan 1.

NATURAL RESOURCES COMMISSION MEMBERS

1. Andrew Hawkins — Chair Term expires 12/31/2021
2. Kate Winsor Term expires 12/31/2021

**As of 2020 Resolution 1402, the terms are listed above. Chair and Vice Chair appointed annually by City Council at the first meeting in January.

CITY OF NORTH OAKS

BOARD AND COMMISSION MEMBER APPOINTMENT POLICY

MEMBER APPLICATION PROCESS

Individuals with a desire to serve on a board or commission shall first determine if they qualify to serve by meeting the membership requirements of the board or commission in which they are interested. If the condition of membership is met they shall complete an application, provided by the City, and submit it to the City Administrator within the noticed time frame allotted for accepting applications. Upon receipt, the City Administrator, shall forward the application on to the appropriate board or commission chair, who will contact the applicant and invite them to the next board or commission meeting to observe and familiarize themselves with the board or commission. The applicant(s) will then be interviewed by the Chair, Mayor, and City Administrator, or as assigned by the City Administrator. Following the interview, the board or commission chair shall prepare a memo with their recommendation that will be forwarded onto the City Council for consideration at the next available City Council meeting.

When a vacancy occurs on a board or commission, the City Administrator shall publicly notice the vacancy and terms for accepting applications.

For each vacancy the applicant is applying for, an application must be completed and submitted to the City Administrator within the noticed time frame allotted for accepting applications.

If a vacancy exists due to a member resigning prior to their term expiration, the applicant shall only be appointed to serve the remainder of that term.

If no vacancy exists the application(s) will be kept on file for two years. If during that time a vacancy occurs the applicant(s) will be notified and asked if they wish to still be considered for the appointment.

MEMBER REAPPOINTMENT PROCESS

At least two months prior to a member's term expiring, the City shall inquire whether or not that member will be seeking reappointment for another term. Once the intent of the current member(s) is clear, the department head, or appropriate City representative shall prepare a memo to the City Council identifying which members are seeking reappointment and whether a vacancy will exist on the board/commission. The City Council will consider the reappointment(s) at the next applicable City Council meeting. At such meeting, the City Council shall give City staff direction on whether to advertise a vacancy on the board/commission.

BACKGROUND CHECKS

All appointments to a committee/board will undergo a criminal background check with Ramsey County prior to beginning their term to assist in determining the candidate's suitability for the position.

ORIENTATION PROCESS

New appointees will be provided with ordinances, bylaws, and any other applicable information that identifies the role and responsibilities of the position to which they have been appointed to. Staff and the Chair to the relevant Board or Commission will make themselves available to meet with new appointees to answer any questions they may have and assist in any way they can to ensure that the appointee is comfortable in their new role.

NOTIFICATION PROCESS

The vacancy on the committee/board will be noticed in the City's designated paper of record, on the City's website and through other social media outlets, and will be posted physically at the City Hall office.



100 Village Center

North Oaks, MN 55127

651-792-7750

BOARDS, COMMITTEES, & COMMISSIONS APPLICATION

Please indicate which one you are interested in, if interested in more than one indicate your first choice (1,2,3, etc.):

_____ **Natural Resources Commission**
_____ **P&Z-Planning and Zoning Commission**

We welcome you as an applicant for one of the City's boards, commissions, or committees. Residents of the City of North Oaks are eligible for nomination to any of the City's boards, commissions, or committees as established by the City Council. Please complete the following information, attach extra sheets if necessary, and return. Accommodations will be provided, upon request, to allow individuals with disabilities to participate in the application process.

DATA PRACTICES ADVISORY

We are required to provide the following information to you. Under Minnesota law, your name and home address are public information, which must be provided to anyone who requests it. If appointed to a board, commission or committee, the following information will also be public: education and training background, previous work experience, work location, a work telephone number, and any expense reimbursement. The other information requested below is classified as private. This information will be used by the City Council in determining whether you should be appointed to a board, commission, or committee. Therefore, all of the information will be provided to the City Council in a public forum and will be reviewed in public. Failure to provide the requested information may result in your not being considered for an appointment.

PERSONAL INFORMATION

Name _____

Address _____

Phone _____

Email _____

EXPERIENCE AND EDUCATION

Name of Employer: _____

Occupation: _____

Education: _____

Community Service/ Activities: _____

Please list major responsibilities that you have had or currently have in a community project or organization or in your occupation:

Civic/Professional Organization Memberships:

ADDITIONAL INFORMATION

Please indicate why you are interested in being appointed to an advisory board, and why you feel you are qualified to serve on the advisory board(s) previously indicated.

What do you believe you could contribute if appointed to an advisory board?

How do you believe you would benefit if appointed to a Board or Commission?

I am NOT available for meetings on the following evenings (circle):

Monday Tuesday Wednesday Thursday Friday

CONFLICT OF INTEREST

Conflict of interest may arise by the participation in any activity, recommended action, or decision from which you receive or could potentially receive direct or indirect personal financial gain, or other personal interest. A conflict of interest may also occur if you hold a private or other public position in addition to your City board, commission, or committee which may interfere with your discharge of your City responsibilities. In accordance with these definitions, do you have any legal or equitable interest in any business, however organized, which in the course of your participation in a City board, commission, or committee, could give rise to a conflict of interest?

Yes_No_If yes, please provide details on a separate sheet of paper.

As a Board, Commission or Committee member, what issue(s) might cause conflict between civic responsibility and personal/professional interests?

You may attach a resume if you desire. The selection process will vary according to the number of applicants and vacancies, and may not include interviews with all candidates.

Thank you for your interest in serving on a board, commission, or committee for the City of North Oaks.

Date: _____

Signature

October Month in Review

October 2021



Rehder Forestry Consulting

- Homeowner calls at @ 87 East Pleasant Lake Rd, 5 Hawk Ln, 23 Oriole Ln, and 63 East Pleasant Lake Rd
- Deadline for removal of diseased oak trees is set at February 1st, 2022. We will send reminder notices in December and re-inspect for compliance starting February 1.
- Working directly with residents to provide information on invasive species control such as Oriental Bittersweet, buckthorn, and Garlic Mustard.
- Sent out notices with regards to Operation Clearview. Will stop by and visit with homeowners if possible/necessary.
- 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.
- Ash tree inspections will ramp up shortly as it is easier to diagnose ash trees when they do not have leaves.
- Attended Natural Resource Meeting on October 21st.