



CITY OF NORTH OAKS

**Regular City Council Meeting
Thursday, December 09, 2021
7 PM, Community Meeting Room, 100 Village Center Drive
MEETING AGENDA**

Remote Access - *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: 819 4150 7583 or by joining the meeting via the following link: <https://us02web.zoom.us/j/81941507583>. 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 November 10, 2021 Meeting Minutes

[11.10.2021 City Council Minutes.pdf](#)

6b. Approval of Licenses:

Mechanical: Patton Heating and Air; Precision Landscape and Tree Service

Arborists: Acacia Construction

6c. Approval of City Financials:

Check#014190 - 014227, EFT: 000492E - 000500E

[City Financials November 2021.pdf](#)

[City Financial - 2022 Budget.pdf](#)

6d. Approval of Resolution 1443 - 2022 Liquor Licenses

[1443.Resolution authorizing renewal of 2022 liquor licenses.pdf](#)

6e. Approval of amendment to TimeSaver recording secretary service agreement

[SKM_C65921110814580.pdf](#)

6f. Approve LMC liability waiver

[Liability-Coverage-Waiver-Form 2022.pdf](#)

7. Petitions, Requests & Communications -

Deputy Mike Burrell Report

8. Unfinished Business

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

[DOCSOPEN-#767362-v1-Speed Limit Memo.pdf](#)

[Speed Limit Memo 08DEC21 - Rapp Farm.pdf](#)

[DOCSOPEN-#767401-v1-Speed Limit Resolution .pdf](#)

8b. Approval of NineNorth service contract

[North Oaks_ServiceContract_2022_3years_v1.docx \(1\).pdf](#)

8c. Discussion and possible action on important documents section of City website

8d. Update and discussion on wetland ordinance and water quality

8e. Update on NOHOA and North Oaks Company East Oaks PUD/PDA matters

[NOHOA update 12-9-21.pdf](#)

9. New Business

9a. Discussion and possible action on RCSO contract and letter representing contract cities

[RCSO contract 2022.pdf](#)

[Contract Cities Mayors Letter.pdf](#)

9b. Discussion and possible action on NYFS contract

[North Oaks- Jan-Sept 2021.pdf](#)

9c. Discussion and possible action on site visits East Oaks Development area

10. **Council Member Reports**

11. **City Administrator Reports**

12. **City Attorney Reports**

13. **Miscellaneous**

13a. City Forester November 2021 Report
[November 2021 in Review.pdf](#)

14. **Adjournment** - *The next meeting of the City Council is Thursday, January 13, 2021.*

**North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
November 10, 2021**

1. CALL TO ORDER

Mayor Ries called the meeting to order on November 10, 2021 at 7:00 p.m.

2. ROLL CALL

Present: Mayor Kara Ries. Councilmembers Rich Dujmovic, Jim Hara, Sara Shah, Tom Watson
Staff Present: Administrator Kevin Kress, Attorney Jim Thomson, Engineer Tim Korby,
Engineer John Morast
Others Present: Videographer Maureen Anderson, NineNorth Executive Director Dana Healy
A quorum was declared present.

3. PLEDGE OF ALLEGIANCE

Mayor Ries led the Council in the Pledge of Allegiance.

4. CITIZEN COMMENTS

None.

5. APPROVAL OF AGENDA

Administrator Kress noted one suggested addition to add a discussion and possible action on a Communications Subcommittee which can be added as Item 9c.

MOTION by Watson, seconded by Hara, to approve the Agenda with the addition of Item 9c. Motion carried as Councilmembers Dujmovic, Hara, Ries, and Watson voted for; Councilmember Shah voted against.

6. CONSENT AGENDA

Mayor Ries noted they will remove Item 6g regarding NineNorth and add Item 6i which is Resolution 1441 revising 2021 appointments and City responsibilities, specifically the Tech Committee, replacing Mayor Ries with Patricia Orud as alternate.

a. Approval of October 14, 2021 Meeting Minutes

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

c. Approval of Licenses:

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

d. Approval of City Financials

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

e. Resolution 1438 Requesting Score Grant Funds

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

g. Approval on NineNorth Service Contract

This item was removed from the Consent Agenda

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

i. Resolution 1441 revising 2021 appointments and City responsibilities, specifically the VLAWMO Tech Committee

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

g. Approval of NineNorth Service Contract

Mayor Ries noted one item in the NineNorth contract that has changed is rather than doing a one-year term it is now a three-year term and asked Executive Director Dana Healy to address that.

Ms. Healy shared they have drafted agreements for all member cities that have extended from one-year to three-year agreement. A number of cities expressed interest in extending it so they did not have to go through the process each year because they felt confident with the services. It is a three-year agreement, however there is ability for termination if any party is not happy with the agreement through a 90-day written termination clause. There is also a possible annual-fee adjustment as inflation costs and labor costs change and NineNorth is required to provide a 90-day written notice prior to January 1 for that fee.

The City Council discussed adjusting various language in the contract. The adjusted contract will come before the City Council in the December meeting.

MOTION by Watson, seconded by Shah, to table approval of the NineNorth contract. Motion carried unanimously.

7. PETITIONS, REQUESTS & COMMUNICATIONS

a. Deputy Mike Burrell Report

Deputy Burrell updated that there have been various community meetings regarding the recent wave of crime. Over the last month he has increased traffic enforcement. He spoke about the recent wave of crime noting that North Oaks has not seen as much but other areas have seen an increase. It is something that Deputy Burrell is concerned about and he noted one other affluent area, Woodbury, has seen a massive uptick in crimes, car-jackings, and thefts.

8. UNFINISHED BUSINESS

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

Mayor Ries opened the public hearing. She noted they opened a public hearing at the previous meeting and there were some suggested amendments to the contract proposed.

Councilor Watson shared that the North Oaks Home Owners' Association's (NOHOA) interest in this ordinance was to add a sentence that said NOHOA can veto issuing a permit for rental property. He noted the City cannot transfer their responsibility to a private organization; therefore, edits were added to the document and Watson walked through those changes on screen.

MOTION by Watson, seconded by Hara, to close the public hearing. Motion carried unanimously.

MOTION by Watson, seconded by Hara, to adopt Ordinance 137 amending Chapter 114 of the current City Ordinance. Motion carried unanimously.

b. Authorize deer removal program and discussion on deer management

Councilor Hara stated this is proactively filling out the application to remove deer should the City feel they need to. He noted a decision has not been made yet and Hara has talked with various parties who could assist in an aerial survey to count deer although they need snow on the ground to do the count.

MOTION by Watson, seconded by Hara, to authorize the City Administrator to request a Deer Management Permit from the DNR for the 2021-2022 period. Motion carried unanimously.

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

Mayor Ries noted there was a request from the Rapp Farm community regarding general safety and road safety within Rapp Farm. One item the City Council was asked to look at is reducing traffic speed from 30 mph to 20 mph. They hosted a community meeting including a public safety and road safety discussion.

Councilor Dujmovic shared that the speed study done by NOHOA in July found that the average speeds were 24.7 and 25.2 mph. The community found that the issue was not that people were breaking the speed limit, but were driving unsafe for the conditions due to the lack of sidewalks, children in the community, the pool and play area, and parking on the streets. Ultimately it was determined that it is NOHOA's call to set the speed limits and the recommendation from the Committee is that NOHOA adopt the 20-mph speed limit in Rapp Farm and add a second speed limit sign. Councilor Dujmovic suggested a motion that should the NOHOA Board determine the 10 mph decrease, the City Council supports that decision and the enforcement of the lowered speed limit.

The City Council discussed the issue and whether it is defensible, enforceable, and up to MnDOT standards.

MOTION by Watson, seconded by Shah, to authorize the City Attorney and City Engineers to prepare and do research to provide the City Council with direction about enforcement of a speed limit change. Motion carried unanimously.

d. Discussion and possible action on process for Wetland Ordinance

Mayor Ries stated the Natural Resources Commission (NRC) has done research to collect documentation that impacts the City's wetlands and what they should be looking at for standards.

Administrator Kress noted there is a drive that they are transferring to a Legal Share File so the Met Council can see it also, because right now it is not owned by the City. He and Attorney Thomson are looking at the ordinances and putting more information in the file to complete it.

Councilor Hara clarified the objective is to get the wetland ordinances all in one spot so it is easily understandable for someone to find the information.

The City Council discussed how to move forward and what bodies within the City government should be involved.

Councilor Watson suggested inventorying what the City ordinances have right now, documenting them, and when the City Council would have an ordinance amendment that document will go before the Planning Commission because ordinance amendments need to originate with that body.

9. NEW BUSINESS

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

Administrator Kress noted the City usually posts notices for openings, call for interviews, and a recommendation is made by the Mayor and Chair to fill those vacancies.

The City Council instructed Administrator Kress to move forward with the policy.

b. Discussion and possible action on important documents on City website

Administrator Kress noted some of the info is pretty dated and sometimes Staff disagrees that a document should be on the website but perhaps some members of the City Council want it. He would like to see a better process for that. For example, North Oaks Company letters, attorney letters, policies, ordinances, etcetera; he recommends mainly policies and ordinances. He thinks if a letter is posted to the website it should come from the City Council rather than just some members.

The City Council discussed outdated content on the website and asked Administrator Kress to outline some policy guidelines and bring a recommendation to the next meeting.

c. Communications Subcommittee

Mayor Ries noted a quote for communications came in to redo the rebrand the logo, do a newsletter, and an e-blast format. The City Council has not taken action and she would like to take action.

The City Council discussed Constant Contact, MailChimp, and other types of communications with the public.

10. COUNCIL MEMBER REPORTS

Councilor Dujmovic met with the Undersheriff Jeff Rocker who gave the City data on who has been responsible for all calls in the City. Rapp Farms held a neighborhood watch meeting and advice given by Randy Gustafson was to “close it, light it, and lock it.” Dujmovic would like to have a meeting regarding the parking ordinance. Regarding Rapp Farms, there has been discussion that they cannot hear the sirens up there; maps show a “hole” where the County sirens do not cover that area.

Administrator Kress thinks North Oaks is the only City in Minnesota that does not own their sirens.

Councilor Dujmovic would like further discussion on the issue in December. He noted the following day is Veterans Day and he thanked those serving and who have served in the past and their families.

Councilor Hara suggested at the December meeting the City Council take a look back and evaluate what they feel they did well and what they did not. Each of them, including Staff, could come back with one or two items they would like to get done the following year.

Administrator Kress suggests a Council retreat to get out and talk about what went well and what they want to focus on for 2022 to put a game plan together.

Councilor Shah stated the VLAWMO Tech Committee went over the grant policy changes as there were some massive changes. She noted they are trying to get the carp harvested on Pleasant Lake and will go out again in cooler weather. She attended the Fire Relief Board and had good dialogue about potential retiree payouts and noted they need to have the funds available.

Councilor Watson suggested putting some of the City’s reports into an outline form and to attach it much like the City Forester report. He would also like to see the minutes of the organizations (VLAWMO, Fire Board, NineNorth) that the City Council has representatives serving at as part of the agenda.

Mayor Ries shared about the Mayor’s meeting and noted Roseville spoke about the crime that is occurring such as car-jackings, auto theft, homelessness, and prostitution especially with massage therapy. She noted North Oaks has a massage therapy ordinance because there were two businesses which are no longer in North Oaks. She asked if the City still wants to allow massage therapy in North Oaks, noting a physical therapist can always come in with a medical exception. Mayor Ries is also trying to get these meeting shorter, and while they have to be transparent, she believes they can be more efficient, get business done, put more in the record, and they do not have to spend 15 minutes talking about items that they are not going to vote on. She clarified items they report on should primarily be action items, and the Council can submit written

comments for the record. Mayor Ries stated she will keep the ball rolling with the Mississippi River water being put into North Oaks; she thinks it is an incredibly important issue and she would like the City Council to consider testing a few bodies of water to have a baseline to monitor if contaminants are coming into the community. Her goal for 2022 is clean water. Mayor Ries clarified the League of Minnesota Cities has assigned Attorney Paul Revers to the City for litigation. Mr. Revers has 30 years of land-use law. Mayor Ries expressed to the community that they are working through the lawyer for communications to make sure the message is approved and that the City is saying the right things. She noted communication would be coming to the public through him.

11. CITY ADMINISTRATOR REPORTS

Administrator Kress stated the City received the MS-4 permit back and he is working with Attorney Thomson and Engineer Shawn Tracy to eliminate that process because the City does not manage any of the stormwater facilities. He noted he had an interpretation difference regarding walkout lot with the North Oaks Company and he will be asking the City Council for their interpretation at the next meeting. He updated that the Met Council accepted the City's Comprehensive Plan to be reviewed.

12. CITY ATTORNEY REPORTS

None.

13. MISCELLANEOUS

a. City Forester Report for October 2021

14. ADJOURNMENT

MOTION by Hara, seconded by Dujmovic, to adjourn the meeting at 9:49 p.m. Motion carried unanimously by roll call.

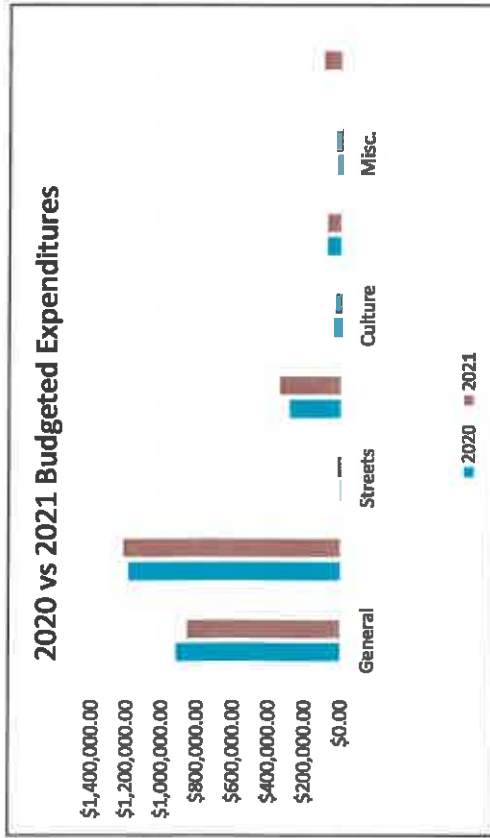
Kevin Kress, City Administrator

Kara Ries, Mayor

Date approved _____

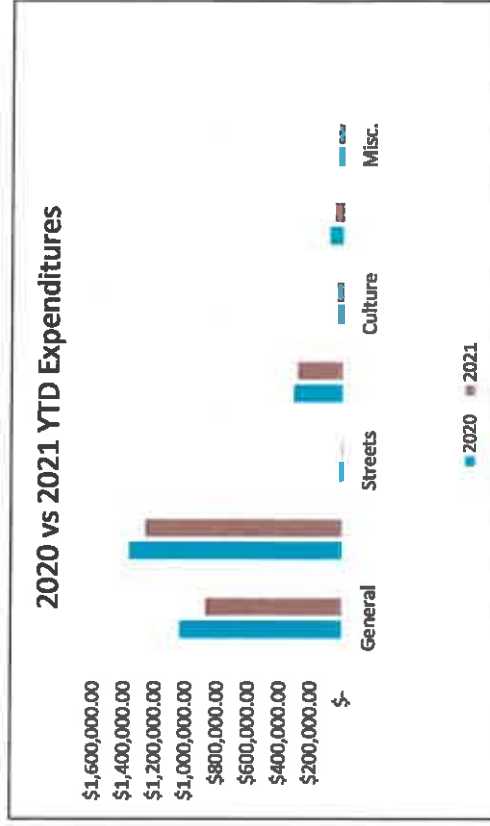
2021 Budgeted Expenditures

| | 2020 | 2021 |
|---------------------------------|----------------|----------------|
| General | \$917,843.00 | \$858,535.00 |
| Public Safety | \$1,190,628.00 | \$1,221,185.00 |
| Streets | \$5,000.00 | \$17,500.00 |
| Sanitation | \$287,000.00 | \$342,000.00 |
| Culture | \$41,000.00 | \$30,000.00 |
| Natural Resource | \$76,500.00 | \$76,500.00 |
| Misc. | \$22,200.00 | \$31,000.00 |
| Transfer out/addl public safety | | \$100,000.00 |



2021 YTD Expenditures

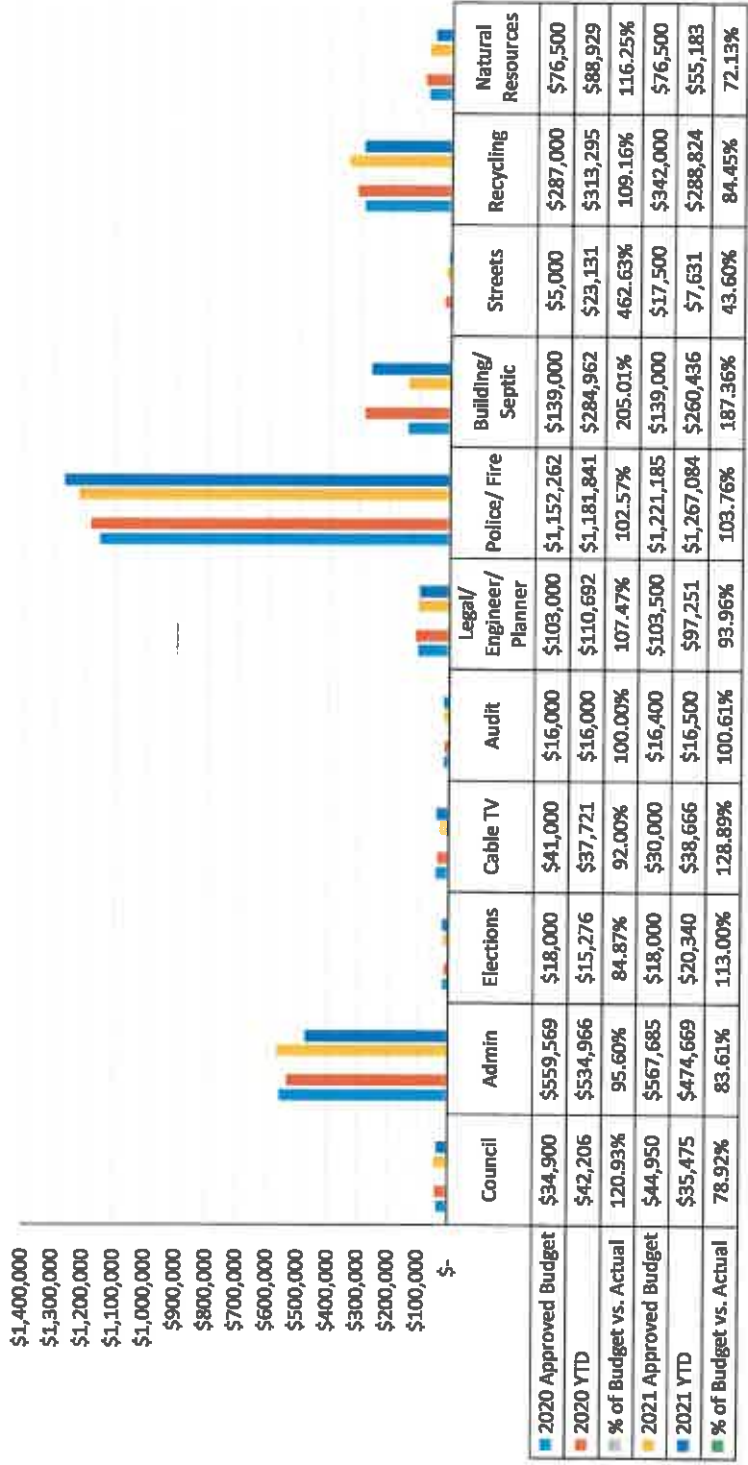
| | 2020 | 2021 |
|---------------------------------|-----------------|----------------|
| General | \$ 1,037,646.57 | \$876,170.34 |
| Public Safety | \$ 1,366,018.63 | \$1,267,083.70 |
| Streets | \$ 23,131.37 | \$7,630.56 |
| Sanitation | \$ 313,294.82 | \$288,824.45 |
| Culture | \$ 37,721.37 | \$38,665.84 |
| Natural Resource | \$ 88,929.18 | \$55,183.01 |
| Misc. | \$ 28,560.73 | \$28,499.96 |
| Transfer out/addl public safety | | \$0.00 |



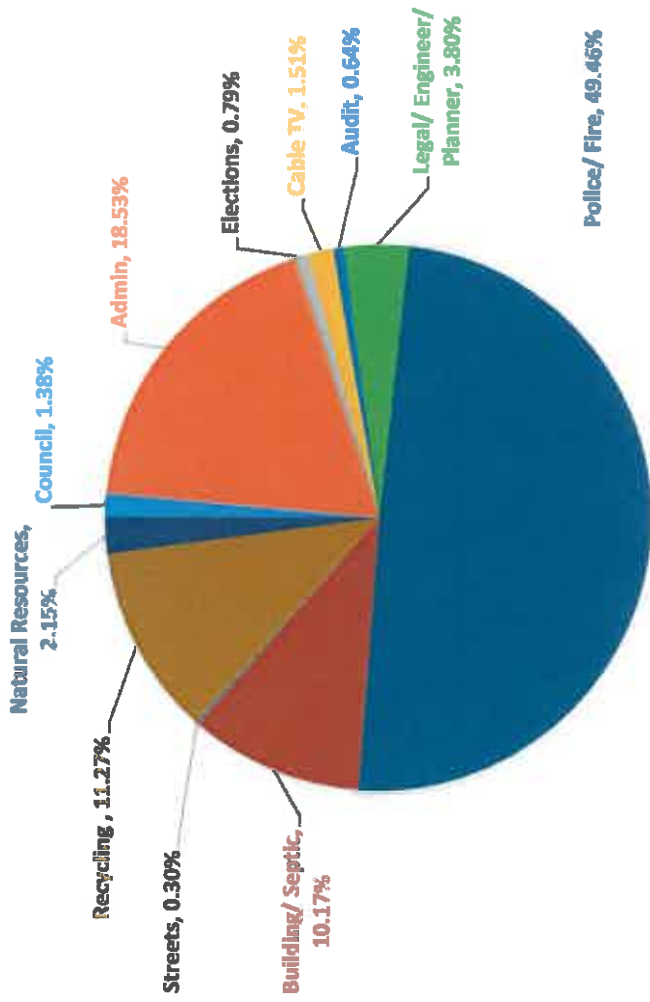
2021 Approved Budget with 2021 YTD/ % Of Budget vs. Actual/ Actual Expenses with % of Budget

| | 2021 Approved Budget | 2021 YTD | % of Budget vs. Actual | 2,562,057.86 |
|--------------------------|----------------------|--------------|------------------------|--------------|
| Council | \$ 44,950 | \$ 35,475 | 76.92% | 1.38% |
| Admin | \$ 567,685 | \$ 474,669 | 83.61% | 18.63% |
| Elections | \$ 18,000 | \$ 20,340 | 113.00% | 0.79% |
| Cable TV | \$ 30,000 | \$ 38,666 | 128.89% | 1.51% |
| Audit | \$ 16,400 | \$ 16,500 | 100.61% | 0.64% |
| Legal/ Engineer/ Planner | \$ 103,600 | \$ 97,251 | 93.96% | 3.80% |
| Police/ Fire | \$ 1,221,185 | \$ 1,267,084 | 103.76% | 49.46% |
| Building/ Septic | \$ 139,000 | \$ 260,436 | 187.36% | 10.17% |
| Streets | \$ 17,500 | \$ 7,631 | 43.60% | 0.30% |
| Recycling | \$ 342,000 | \$ 288,824 | 84.45% | 11.27% |
| Natural Resources | \$ 76,500 | \$ 55,183 | 72.13% | 2.15% |
| Transfers | \$ | \$ | | 0.00% |

2020 & 2021 Actual Budget with Percentages



2021 - PERCENT OF YTD EXPENSES



CITY OF NORTH OAKS 2022 BUDGET - TRUTH IN TAXATION

12/9/2021

DRAFT 2022 EXPENDITURES

| ActCode | DEPT Descr | OBJ Descr | 2020 Budget | 12/31/20 | % of Budget | 2021 Budget | 12/9/2021 | % of Budget | UnderLine | 2022 Budget |
|--------------------------|-----------------|-------------------------------|----------------|-------------------|-------------|--------------|-------------------|-------------|------------------------|----------------|
| 101-41100-103 | LEGISLATIVE - | WAGES - PART TIME/TEMP | \$12,200 | \$12,645.00 | 103.65% | \$13,950.00 | \$6,975.00 | 50.00% | CC/PC wages 675/mayor; | \$12,600.00 |
| 101-41100-311 | LEGISLATIVE - | CONFERENCES/SEMINARS | \$1,500 | \$224.00 | 14.93% | \$1,500.00 | \$663.61 | 44.24% | LMC/training | \$800.00 |
| 101-41100-313 | LEGISLATIVE - | CONTRACT SERVICES | \$0.00 | \$10,636.41 | | \$12,000.00 | \$8,532.50 | | Timesavers | \$10,000.00 |
| 101-41100-350 | LEGISLATIVE - | PUBLISHING & ADVERTISING | \$3,500 | \$2,018.72 | 57.68% | \$2,500.00 | \$2,127.42 | 85.10% | Legal/P.H | \$2,200.00 |
| 101-41100-433 | LEGISLATIVE - | DUES AND SUBSCRIPTIONS | \$17,200 | \$16,681.60 | 96.99% | \$15,000.00 | \$17,176.43 | 114.51% | NWYFS/LMC/MCMA | \$15,000.00 |
| 101-41300-101 | CITY | WAGES - FULL TIME | \$181,113 | \$178,203.70 | 98.39% | \$188,000.00 | \$175,815.26 | 93.52% | | \$199,983.00 |
| 101-41300-103 | CITY | WAGES - PART TIME/TEMP | \$48,515 | \$51,863.28 | 106.90% | \$48,500.00 | \$43,067.77 | 88.80% | | \$54,495.00 |
| 101-41300-122 | CITY | FICA CONTRIBUTIONS | \$17,567 | \$18,751.45 | 106.74% | \$18,666.00 | \$18,198.25 | 97.49% | | \$20,050.00 |
| 101-41300-127 | CITY | DEFERRED COMP | \$0 | \$0.00 | | | \$0.00 | | | \$0 |
| 101-41300-131 | CITY | HEALTH, DENTAL, LIFE, LTD INS | \$60,484 | \$43,028.08 | 71.14% | \$82,519.00 | \$44,097.89 | 53.44% | PERA/Health | \$82,388.00 |
| 101-41300-131 | CITY | CAR ALLOWANCE | \$4,000 | \$3,999.96 | 100.00% | \$4,000.00 | \$3,999.96 | 100.00% | Car Allowance | \$4,000.00 |
| 101-41300-210 | CITY | OPERATING SUPPLIES | \$27,000 | \$16,645.19 | 61.65% | \$30,000.00 | \$18,814.72 | 62.72% | Office/IT/Software | \$30,000.00 |
| 101-41300-309 | CITY | COMPUTER/INTERNET/GIS | \$18,348 | \$56,586.87 | 308.41% | \$30,000.00 | \$33,462.99 | 111.54% | Granicus/Polco/Comcast | \$60,000.00 |
| 101-41300-310 | CITY | TRAINING | \$9,800 | \$742.46 | 7.58% | \$9,800.00 | \$2,636.84 | 26.91% | League/MCMA/MAMA | \$3,000.00 |
| 101-41300-321 | CITY | TELEPHONE SERVICES | \$1,742 | \$0.00 | 0.00% | | \$0.00 | | | |
| 101-41300-322 | CITY | MAILBOXES | \$0 | \$11,312.00 | | \$10,000.00 | \$2,316.00 | | passthrough | \$5,000.00 |
| 101-41300-350 | CITY | PUBLISHING & ADVERTISING | \$0.00 | \$92.00 | | | \$92.00 | | CUP Fillings | \$552.00 |
| 101-41300-360 | CITY | INSURANCE | \$20,000 | \$17,755.00 | 88.78% | \$20,000.00 | \$18,613.00 | 93.07% | | \$20,000.00 |
| 101-41300-381 | CITY | ELECTRIC UTILITIES | \$1,000 | \$1,178.46 | 117.85% | \$1,200.00 | \$1,100.72 | 91.73% | | \$1,200.00 |
| 101-41300-410 | CITY | RENTALS | \$130,000 | \$106,167.56 | 81.67% | \$110,000.00 | \$106,378.06 | 96.71% | Office Rent | \$108,000.00 |
| 101-41300-430 | CITY | MISCELLANEOUS EXPENSE | \$40,000 | \$28,639.81 | 71.60% | \$15,000.00 | \$6,075.69 | 40.50% | Website/Domain/OPG | \$15,000.00 |
| 101-41300-435 | CITY | BANK SERVICE CHARGE | \$0 | \$0.00 | | \$0 | \$0.00 | | | |
| 101-41400-300 | ELECTIONS | PROFESSIONAL SERVICES | \$18,000.00 | \$15,276.07 | 84.87% | \$18,000.00 | \$20,340.07 | 113.00% | Election Contracts | \$18,000.00 |
| 101-41420-300 | CABLE TV | PROFESSIONAL SERVICES | \$41,000.00 | \$37,721.37 | 92.00% | \$30,000.00 | \$38,665.84 | 128.89% | | \$39,000.00 |
| 101-41500-301 | FINANCE | AUDIT SERVICES | \$16,000.00 | \$16,000.00 | 100.00% | \$16,400.00 | \$16,500.00 | 100.61% | AEM - 3 year contract | \$16,800.00 |
| 101-41600-304 | LEGAL | LEGAL FEES - GENERAL | \$57,000.00 | \$44,682.00 | 78.39% | \$60,000.00 | \$25,637.50 | 42.73% | Kennedy & Graven | \$40,000.00 |
| 101-41600-306 | LEGAL | LEGAL - LAWSUIT | | | | | \$1,647.80 | | | |
| 101-41600-315 | LEGAL | LEGAL FEES - PROSECUTION | \$13,500 | \$13,130.52 | 97.26% | \$13,500.00 | \$9,302.51 | 68.91% | Kelly & Lemmons | \$13,104.00 |
| 101-41900-300 | ENGINEERING | PROFESSIONAL SERVICES | \$2,500 | \$0.00 | 0.00% | | \$0.00 | | Wenck | \$0.00 |
| 101-41900-303 | ENGINEERING | ENGINEERING SERVICES | \$18,000 | \$37,411.39 | 207.84% | \$18,000.00 | \$45,943.04 | 255.24% | HR Green | \$60,000.00 |
| 101-41910-300 | PLANNING | PROFESSIONAL SERVICES | \$12,000 | \$15,468.00 | 128.90% | \$12,000.00 | \$14,719.75 | 122.66% | N.A.C./Bob Kirmis | \$12,000.00 |
| 101-42100-313 | POLICE | CONTRACT SERVICES | \$798,201 | \$827,606.77 | 103.68% | \$838,796.00 | \$887,905.31 | 105.85% | Police Contract | \$905,000.00 |
| 101-42200-313 | FIRE | CONTRACT SERVICES | \$353,061 | \$353,060.84 | 100.00% | \$381,389.00 | \$378,086.84 | 99.13% | LJFD | \$402,000.00 |
| 101-42300-300 | EMERGENCY | PROFESSIONAL SERVICES | \$1,000 | \$1,173.05 | 117.31% | \$1,000.00 | \$1,091.55 | 109.16% | Gopher State | \$1,000.00 |
| 101-42300-313 | EMERGENCY | CONTRACT SERVICES | | \$0.00 | | | \$0 | | | |

| ActCode | DEPT Descr | OBJ Descr | 2020 Budget | 12/31/20 | % of Budget | 2021 Budget | 12/9/2021 | % of Budget | UnderLine |
|---------------|--------------|-----------------------|-------------|--------------|-------------|-------------|-------------|-------------|-----------------|
| 306-47000-601 | DEBT SERVICE | BOND PRINCIPAL | \$55,000.00 | \$55,000.00 | | | \$55,000.00 | | LGWA Bond |
| 306-47000-611 | DEBT SERVICE | BOND INTEREST | \$2,974.00 | \$2,973.75 | | | \$2,245.00 | | |
| 306-47000-620 | DEBT SERVICE | PAYING AGENT FEES | \$500.00 | \$500.00 | | | \$500.00 | | |
| 400-41910-300 | PLANNING | PROFESSIONAL SERVICES | \$10,000.00 | \$154.30 | | | \$1,657.50 | | Comp Plan |
| 400-41910-303 | PLANNING | ENGINEERING SERVICES | \$100.00 | \$3,812.63 | | | \$7,192.00 | | Comp Plan |
| 400-43100-408 | STREETS | STREETS/SIDEWALK/CURB | \$0.00 | \$0.00 | | | | | |
| 400-46100-318 | NATURAL | NATURAL RESOURCES | \$0.00 | \$0.00 | | | | | |
| 401-42200-500 | FIRE | CAPITAL OUTLAY | \$38,366.00 | \$184,177.97 | | | \$63,170.80 | | Fire Expenses |
| 402-49450-430 | SEWER | MISCELLANEOUS EXPENSE | \$0.00 | \$0.00 | | | | | |
| 403-47000-720 | DEBT SERVICE | TRANSFER OUT | \$0.00 | \$0.00 | | | | | |
| 403-49450-430 | SEWER | MISCELLANEOUS EXPENSE | \$0.00 | \$0.00 | | | | | |
| 404-42100-500 | POLICE | CAPITAL OUTLAY | | | | NEW FUND | NEW FUND | | Police Expenses |
| 406-43000-381 | PUBLIC WORKS | ELECTRIC UTILITIES | \$1,000.00 | \$665.17 | | | \$3,787.29 | | |

SEWER & WATER EXPENSE BUDGET

| WATER & SEWER | | | | | | | | | |
|--------------------------|--------------|-------------------------|--------------------|--------------------|--|-----------------------|-----------------------|--|--|
| 601-41000-420 | DEPRECIATION | DEPRECIATION | \$0.00 | \$0.00 | | | | | |
| 601-49400-255 | WATER | WATER METERS | \$0.00 | \$0.00 | | | | | |
| 601-49400-313 | WATER | CONTRACT | | \$6,250.00 | | | | | |
| 601-49400-330 | WATER | SEWER & WATER MISC | \$0.00 | \$10,272.09 | | | \$5,670.28 | | |
| 601-49400-381 | WATER | ELECTRIC UTILITIES | \$0.00 | \$445.30 | | | \$478.63 | | |
| 601-49400-382 | WATER | WATER - SHOREVIEW | \$0.00 | \$134,623.82 | | | \$161,298.77 | | |
| 601-49400-383 | WATER | WATER - WBT | \$0.00 | \$40,049.00 | | | \$31,810.00 | | |
| 602-41000-420 | DEPRECIATION | DEPRECIATION | \$0.00 | \$0.00 | | | | | |
| 602-49450-313 | SEWER | CONTRACT | | \$6,250.00 | | | \$236.32 | | |
| 602-49450-381 | SEWER | ELECTRIC UTILITIES | \$0.00 | \$2,876.48 | | | \$3,301.44 | | |
| 602-49450-385 | SEWER | SEWER | \$0.00 | \$74,664.26 | | \$71,433.00 | \$70,780.37 | | |
| 602-49450-400 | SEWER | REPAIRS AND MAINTENANCE | \$0.00 | \$29,977.80 | | | \$28,415.40 | | |
| 602-49450-430 | SEWER | MISCELLANEOUS EXPENSE | \$0.00 | \$16,209.95 | | | \$47,273.21 | | |
| 602-49450-455 | SEWER | SAC FEES | \$0.00 | \$19,681.20 | | | \$9,840.60 | | |
| | | | \$2,540,171 | \$3,385,653 | | \$2,676,720.00 | \$2,562,057.86 | | |

| ActCode | DEPT Descr | OBJ Descr | 2020 Budget | 12/31/20 | % of Budget | 2021 Budget | 12/9/2021 | % of Budget | UnderLine |
|-------------|-------------|----------------------------|-------------|--------------|-------------|-------------|-------------|-------------|--------------------------|
| 306-36100 | COUNCIL | SPECIAL ASSESSMENTS | \$28,500 | \$33,664.32 | 118.12% | | \$32,261.64 | | LGWA Bond Assessments |
| 306-36210 | COUNCIL | INTEREST EARNINGS | | \$0.00 | | | | | |
| 400-33418 | COUNCIL | MNDOT STATE AID STREETS | \$0 | \$0.00 | | | | | |
| 400-36210 | COUNCIL | INTEREST EARNINGS | | \$0.00 | | | | | Special Project Interest |
| 400-36240 | COUNCIL | REFUNDS AND REIMBURSEMENTS | | \$0.00 | | | | | |
| 400-39200 | COUNCIL | TRANSFER IN | | \$0.00 | | | | | |
| 401-36210 | COUNCIL | INTEREST EARNINGS | | \$51.06 | | | | | |
| 401-36240 | COUNCIL | REFUNDS AND REIMBURSEMENTS | \$0.00 | \$1,390.00 | | | | | |
| 401-39200 | COUNCIL | TRANSFER IN | | \$148,050.00 | | | | | |
| 402-36210 | COUNCIL | INTEREST EARNINGS | | \$0.00 | | | | | |
| R 403-36210 | 403-36210 | INTEREST EARNINGS | \$0.00 | \$0.00 | | | | | |
| R 403-37180 | 403-37180 | MAINTENANCE/ESCROW FEE | \$0.00 | \$0.00 | | | | | |
| R 403-39200 | 403-39200 | TRANSFER IN | \$0.00 | \$0.00 | | | | | |
| R 404-39200 | R 404-39200 | TRANSFER IN | | | | NEW FUND | NEW FUND | | Police |
| 406-36100 | COUNCIL | SPECIAL ASSESSMENTS | | \$466.81 | | | \$1,655.86 | | |
| 406-36200 | COUNCIL | MISCELLANEOUS REVENUES | \$1,500 | | | | | | LGWA Maint Assessments |
| 406-36210 | COUNCIL | INTEREST EARNINGS | | \$0.00 | | | | | |

SEWER & WATER REVENUE BUDGET

| | | | | | | | | | |
|-----------|---------|------------------------------|-------------|--------------|--|-------------|--------------|--|--|
| 601-36200 | COUNCIL | MISCELLANEOUS REVENUES | | \$4,460.84 | | | \$1,250.47 | | |
| 601-37100 | WATER | WATER USAGE | | \$141,034.26 | | | \$106,346.24 | | |
| 601-37150 | WATER | WATER HOOK-UP - WBT | | \$44,498.00 | | | \$27,360.00 | | |
| 601-37151 | WATER | WATER HOOK-UP - CLP | | \$0.00 | | | | | |
| 601-37155 | WATER | WATER METER | | \$650.00 | | | | | |
| 601-37180 | WATER | MAINTENANCE/ESCROW FEE | | \$19,885.09 | | | \$14,060.24 | | |
| 601-37500 | WATER | CAPITAL CONTRIBUTION | | \$0.00 | | | | | |
| 601-39200 | WATER | TRANSFER IN | | \$0.00 | | | | | |
| 602-36200 | WATER | MISCELLANEOUS REVENUES | | \$0.00 | | | | | |
| 602-37170 | WATER | WBT WATER SYSTEM MAINTENANCE | | \$38,493.04 | | | | | |
| 602-37180 | WATER | MAINTENANCE/ESCROW FEE | | \$12,654.32 | | | \$8,871.90 | | |
| 602-37200 | SEWER | SEWER USAGE | | \$85,746.12 | | | \$61,168.44 | | |
| 602-37250 | SEWER | SEWER HOOK-UP | | \$29,820.00 | | | \$17,395.00 | | |
| 602-37500 | SEWER | CAPITAL CONTRIBUTION | | \$0.00 | | | | | |
| | | | \$2,539,275 | \$3,753,118 | | \$2,672,720 | \$2,725,400 | | |

**CITY OF NORTH OAKS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 1443

A RESOLUTION AUTHORIZING RENEWAL OF 2022 LIQUOR LICENSES

WHEREAS, the Deputy Clerk of the City of North Oaks, Minnesota, acting on behalf of the City Council as Local Liquor Licensing Authority, reviewed the below establishments for the renewal of the 2022 Liquor Licenses.

| Licensee | Wine "On Sale" | Off Sale | On Sale | Sunday | Club "On Sale" | Tobacco |
|-----------------------------|---------------------------|-----------------|----------------|---------------|---------------------------|----------------|
| Aarthun Enterprises | X | | | | | |
| North Oaks Golf Club | | | | X | X | X |
| North Oaks Hospitality/Tria | | X | X | X | | |
| Panino's North Oaks | | | X | X | | |
| Suishin Restaurant, Inc. | | | X | X | | |
| Winestreet Spirits | | X | | | | X |
| Walgreens | | | | | | X |

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH OAKS that the renewal of the 2022 liquor licenses will be issued upon compliance with all city/state requirements.

Adopted this 9th day of December, 2021

Kara Ries, Mayor

ATTEST:

Stephanie J. Marty

TimeSaver Off Site Secretarial, Inc.

October 29, 2021

RECEIVED

NOV 01 2021

City of North Oaks

Mr. Kevin Kress, City Administrator
City of North Oaks
100 Village Center
North Oaks, MN 55127

Dear Kevin,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2022. The unit rates reflect an increase of 50 cents per hour and 25 cents per page and a base rate increase of less than 2.5%.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2022.

If you need further information or have questions, please feel free to contact me at 612-251-8999.

Best regards,



Carla Wirth
Owner

Enclosure: Recording Secretary Service Agreement
Return envelope

**ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT**

Dated: December 31, 2021

By and between TimeSaver Off Site Secretarial, Inc. and City of North Oaks, 100 Village Center, North Oaks, MN 55127.

1. **EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT:** The term of the existing Recording Secretary Service Agreement dated December 31, 2020, shall be extended under the same terms and conditions to December 31, 2022.

2. **TOSS CHARGES:** TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. **Base Rate:** One Hundred Fifty-Four and 00/100 dollars (\$154.00) for any meeting up to one (1) hour (billable time) plus Thirty-Six and 50/100 dollars (\$36.50) for each thirty (30) minutes following the first one (1) hour; or

 - b. **Unit Rate:** Fifty and 25/00 dollars (\$50.25) for the first hour of meeting time and Thirty-Three and 50/100 dollars (\$33.50) for every hour after the first hour plus Fifteen and 25/100 dollars (\$15.25) for each page of draft minutes for submission to the City of North Oaks for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January ____, 2022

CITY OF NORTH OAKS

By: _____
Kevin Kress

Its: City Administrator

November 1, 2021

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth
Carla Wirth

Its: President & CEO

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member’s effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member’s governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member’s liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: Kevin Kress Position: _____



JAMES J. THOMSON
Attorney at Law
Direct Dial (612) 337-9209
Email: jthomson@kennedy-graven.com

MEMORANDUM

TO: North Oaks City Council

FROM: Jim Thomson, City Attorney

DATE: December 8, 2021

RE: City Council’s Authority to Set Speed Limits on the Private Roads in the City

QUESTION PRESENTED

You asked me to provide you with advice regarding the authority of the City Council to establish maximum speed limits on the private roads in the City. A related question is whether NOHOA has any such authority.

CONCLUSION

For the reasons set forth below, the City Council has the sole authority to establish the maximum speed limits on the private roads in the City. The City Council may consult with NOHOA before changing the maximum speed limits, but NOHOA has no independent authority to set speed limits.

LEGAL ANALYSIS

In 1962, a group of North Oaks’ residents brought a lawsuit against the City challenging a City ordinance (Ordinance No. 15), which prescribed maximum speed limits on the private roads in the City. The primary basis for the challenge was that state law did not grant legal authority to the City to regulate vehicular traffic on private roads. The secondary basis for the challenge was that, even if the City had that authority, other provisions in state law preempted the City from exercising its authority.

The lawsuit went to the Minnesota Supreme Court in a matter entitled *Borchert v. Village of North Oaks*, 117 N.W. 396, 264 Minn. 32 (1962). The Supreme Court concluded that “Ordinance No. 15, as amended, is valid and that funds of the village of North Oaks may be used to enforce its provisions.” With respect to the preemption question, the Court concluded that statutes that restrict a city’s ability to regulate “ordinary private roads” do not extend to “private roads where they comprise the whole road system of a village.”

The *Borchert* decision has not been superseded by any subsequent Minnesota Supreme Court or by any new state statute.

Minnesota Statutes, Section 169.05 is the main statute cited by proponents of NOHOA's authority to regulate speed limits. That statute states:

169.05 PRIVATE ROADWAYS.

Nothing in this chapter shall be construed to prevent the owner of real property used by the public for purposes of vehicular travel by permission of the owner and not as a matter of right, from prohibiting such use, or from requiring other or different or additional conditions than those specified in this chapter, or otherwise regulating such use as may seem best to such owner.

That statute does not apply to the private roads in North Oaks because NOHOA is not "the owner" of the real property where the private roads are located. Although NOHOA holds an easement for the roads, NOHOA does own the underlying fee title to the property where the private roads are located. It is also worthwhile to note that the plaintiffs in the *Borchert* case relied on Section 169.05 to support their argument, and the Court rejected that argument.

I would be happy to answer any further questions you have on this topic.



12/8/2021

Mayor, City Council and Kevin Kress, City Administrator
City of North Oaks
100 Village Center Drive, #230
North Oaks, MN 55127

Re: Speed Limit Review, Overview and Discussion Items

Dear Mayor, Council and Mr. Kress,

With the recent Rapp Farms speed limit discussions, we have gone through the information provided, researched state statutes, considered what other Minnesota cities have done and reviewed national urban speed limit guidance, studies and reports.

The result of our research and reviews is that the City of North Oaks has the authority to reduce speed limits on City streets, per State Statute Section 169.14. Speed limit reductions are to follow procedures based on a safety, engineering and traffic analysis. This analysis must, at a minimum, consider national urban speed limit guidance and studies, local traffic crashes and methods to clearly communicate the change to the public.

Following is a summary of our process of research, conclusions and recommendations:

Background

Minnesota Statutes, Section 169.14 **Speed Limits, Zones; Radar** regulates speed limits on public roads.

Subd. 2 sets speed limits on certain streets in certain areas and circumstances.

- (a) - Where no special hazard exists the following speeds shall be lawful, but any speeds in excess of such limits shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful; except that the speed limit within any municipality shall be a maximum limit and any speed in excess thereof shall be unlawful:
 - o (1) 30 mph in urban districts
 - o (6) 10 mph in alleys
 - o (7) 25 mph in residential roadways if adopted by the road authority
- (b) A speed limit adopted under paragraph (a), clause (7), is not effective unless the road authority has erected signs designating the speed limit and indicating the beginning and end of the residential roadway on which the speed limit applies.

Historically, the Statue identified the Commissioner of Transportation as the road authority. When local authorities suspected that existing speed limit was not appropriate (either too low or too high) on their local roads, they could request the commissioner to authorize an engineering and traffic investigation and to erect appropriate speed limit signs. The results of the investigation could provide speed limit changes either up or down and would be signed accordingly.

In August 2019, the Minnesota Legislature changed the Statutes governing speed limits on city streets. The changes allow cities to establish speed on roads under the City's jurisdiction, other than the statutory limits, without conducting an engineering and traffic investigation:

Subd. 5h. **Speed limits on city streets.** A city may establish speed limits for city streets under the city's jurisdiction other than the limits provided in subdivision 2 without conducting an engineering and traffic investigation. This subdivision does not apply to town roads, county highways, or trunk highways in the city. A city that establishes speed limits pursuant to this section must:

- implement speed limit changes in a consistent and understandable manner
- must erect appropriate signs to display the speed limit
- must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis. At a minimum, the safety, engineering, and traffic analysis must consider national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public.

Section 169.011, Subd. 64 expands the definition of a Residential roadway to mean "a city street or town road that is either (1) less than one-half mile in total length, or (2) in an area zoned exclusively for housing that is not a collector or arterial street."

To utilize this provision, cities are not necessarily required to do a study. Instead, the city must post speed limit signs at the beginning and end of the roadway section. With this change, City's became their own Road Authority on their **owned** and operated roads. This provision does **not** apply to town roads, county highways, or trunk highways in the city.

To implement this provision to reduce speed limits on City streets:

- The City Council has authority to reduce speed limits on City streets
- Cities can establish speed on roads under the City's jurisdiction, other than the statutory limits, without conducting an engineering and traffic investigation
- All streets within North Oaks fall under "City jurisdiction"
- Any speed limit changes must be implemented in a consistent and understandable manner.
- The city must erect appropriate signs to display the speed limit.
- A city that uses the authority under this subdivision must **develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis.**
- At a minimum, the safety, engineering, and traffic analysis must consider:
 - o national urban speed limit guidance and studies
 - o local traffic crashes
 - o methods to effectively communicate the change to the public

Discussion

Since the changes in the law, several cities in the metro area have investigated, studied and implemented City speed limit changes to varying degrees, depending on locations, use, safety, accidents, and roadway classification, including:

- Minneapolis (20 MPH), St. Paul (20 MPH), St. Anthony Village (25 MPH) and St. Louis Park (20 MPH), Mahtomedi (20 MPH)

The cities instituted a variety of methods to implement speed limit changes from year long traffic studies and public input, involvement and communications, to updating transportation plans and priorities, to developing procedures by reviewing safety and guidelines. Others have discussed and studied speed limits and have opted to do nothing, wait to see how implementations work in other areas or wait until the Local Road Research Board (LRRB) completes studies on effectiveness of speed limit changes. Since all streets within North Oaks fall under "City jurisdiction", the City Council has the authority to change and enforce speed limits.

Procedures to set speed limits must be based city's safety, engineering, and traffic analysis. This analysis must consider national urban speed limit guidance and studies; local traffic crashes and methods to effectively communicate the change to the public.

City Safety

North Oaks is primarily a residential community, where City residents have private access to streets, parks and trails. For the vast majority, drivers on neighborhood streets are neighborhood and City residents. While the City does not necessarily have speed limit goals, resident, pedestrian, bicycle and vehicular safety are paramount. Speed limits and street access should strive to eliminate fatalities, serious injuries and the conflicts can create them. This can be done while balancing the need of streets to be “multi-modal” transportation facilities, including the movement of people, vehicles and goods.

In strictly residential areas in particular, the mixed use of the streets and adjacent facilities, such as parks and trails, lend themselves towards lower speed limits. Especially when neighborhood residents come together with community leaders to communicate concerns, discuss issues and collectively develop ideas and methods for change.

Engineering and Traffic Analysis

National guidance and studies should be utilized for setting speed limits. Over the past several years, the traffic and transportation industry, along with safety officials, have looked to update approaches on how speed limits are set, particularly in urban areas. These changes have developed new guidance, which are gradually moving away from setting speeds based on existing measured speeds and towards a more overall approach based on facility safety, complete system usage and reducing magnitude of injuries by reducing speeds.

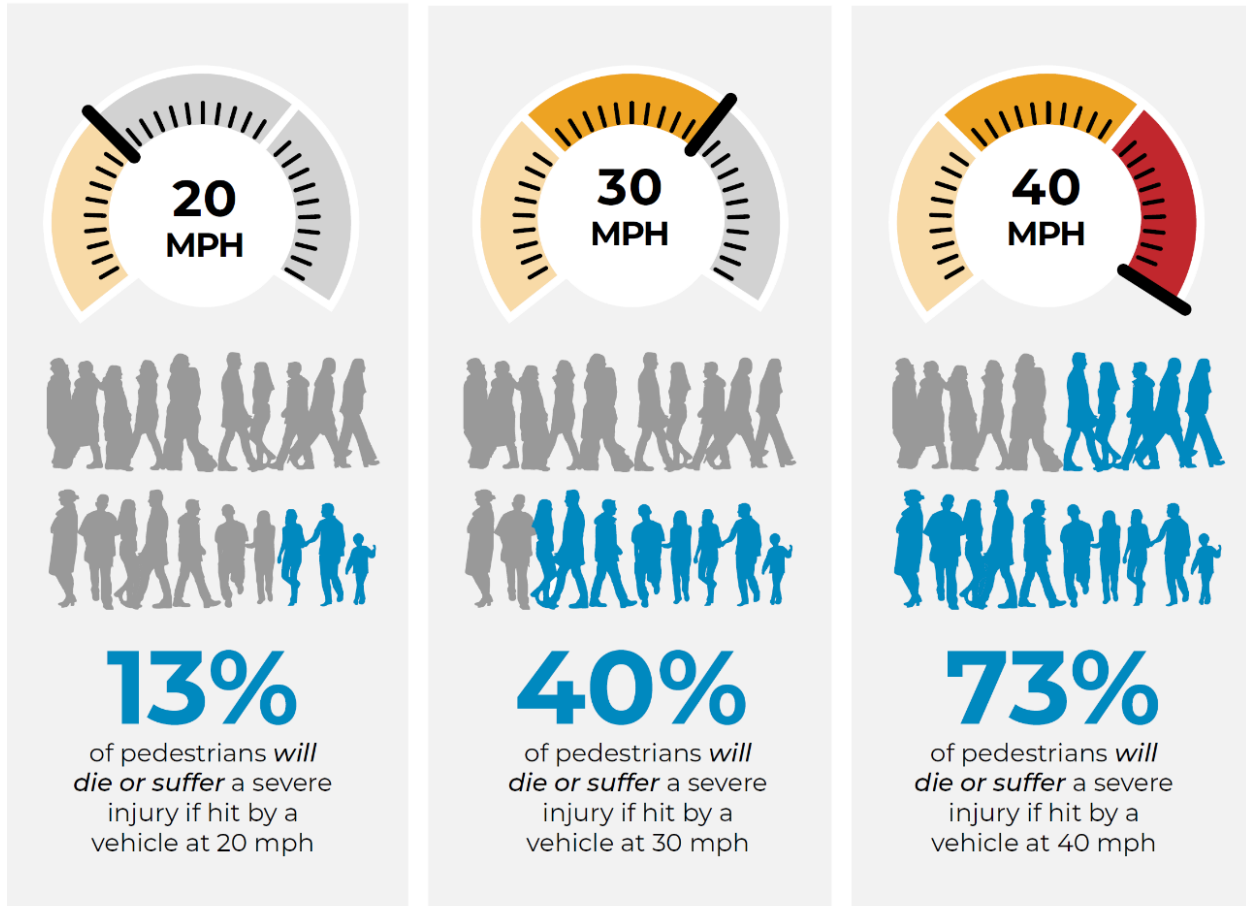
Some national reports and updated guidance's include:

- *NTSB's 2017 Reducing Speeding-Related Crashes Involving Passenger Vehicles*
- *NCHRP-17-76, Guidance for the Setting of Speed Limits*
- *ITE Article – A Model for Setting Credible Speed Limits In Urban Areas*
- *MUTCD updated Standards, Guidances and opinions*
- *NACTO guide City Limits: Setting Safe Speeds for Urban Streets*

According to the MnDOT Study and Report on Speed Limits, as of 2008, 15 states had 30 MPH statutory speed limits (similar to Minnesota) and 20 limited their speed limits to 25 MPH, including the four states that surround Minnesota. According to the USDOT, NHTSA, by 2017, the number of states with a default urban speed limit of 25 MPH increased to 30.

While a crash analysis has not been performed, generally streets with higher speed limits are more likely to have higher injury crashes when compared to streets with lower speed limits. National safety and speed limit research shows a definite relationship between safety and speeds. The *NTSB 2017 Reducing Speeding-Related Crashes Involving Passenger Vehicles* indicates speed increases crash risks by (1) increasing the likelihood of being involved in a crash and (2) increasing the severity in injuries when involved in a crash, but also realizes the speed/crash relationship is a complicated one that includes many factors, including stopping distance. A vehicles stopping distance is a direct correlation to the speed it is travelling. For instance, a vehicle travelling 30 MPH can have an average stopping distance of around 200 feet. A vehicle travelling at 20 MPH can have an average stopping distance reduced to around 115 feet.

The graphic below shows correlations of speed and injuries:



Source : Brian C. Tefft. 2013. AAA Foundation for Traffic Safety. Impact speed and a pedestrian's risk of severe injury or death.



Conclusions

1. The City of North Oaks has the authority to reduce speed limits on City streets
2. To reduce the City must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis
3. National guidance on setting speed limits is recognizing additional criteria and methods for speed limit reductions, other than existing speeds
4. National urban speed limit studies are demonstrating higher speed limits increase the likelihood of being involved in a crash
5. National speed limit studies are indicating that lower speed limits reduce crash injury severity
6. While local traffic crashes were not studied, national and local speed limit studies are showing reducing speed limits reduces the likelihood of being involved in a crash
7. Changes to speed limits need to include public involvement and communications
8. Speed limit changes must be clearly marked, signed and communicated to the public
9. The road authority legally changes the speed limit in the manner according to their Charter

10. The Rapp Farm street system in a residential system in nature, with a mixture of pedestrian traffic and no sidewalks
11. North Oaks neighborhood streets are rural sections in nature and generally do not include sidewalks or trails
12. The City of North Oaks, the NOHOA and residents have been discussing and communicating on speed limit changes in Rapp Farm
13. The North Oaks Homeowners Association (NOHOA) conducted speed counts on Monarch Way from July 6-8, 2021
14. The traffic counts indicated an average speed limit in each direction of 24.7 and 25.2
15. The Rapp Farm Neighborhood help a community meeting to discuss speed and safety on October 28, 2021
16. The Rapp Farm neighborhood does not appear to have a speeding problem, based on speed limits, but neighbors have a safety concern based on the use of their streets

Recommendations

- Based on a review and analysis of national urban speed limit guidance and studies, local traffic crashes, methods to effectively communicate the change to the public and public interactions and communications, it is appropriate for the City Council to reduce speed limits on residential City streets from 30 MPH to 20 MPH, to help reduce conflicts, reduce the likelihood of being involved in a crash, reduce severity of crashes that do happen and provide more accessibility to public facilities, such as neighborhood parks
- The City Council should discuss and have a policy decision if speed limit reductions should be on a by-request basis, based on street use (such as neighborhood streets, collector-type streets, etc.) or be city-wide and what the speed limits should be reduced to and where
- City Council should discuss a traffic calming policy to help make consistent decisions on speed reductions, and other methods to help reduce speeds, help shorten pedestrian intersection crossing distances, etc.
- If speeds are reduced, City Council should codify a new speed limit and its exact location by Resolution or other appropriate method, in accord with City Attorney guidance.
- Speed limits signs must be properly designed, located and displayed per the Manual on Uniform Traffic Control Devices (MUTCD) guidelines
- Speed limit and traffic control changes should be properly flagged in the field as changes
- Speed limit and traffic control changes must be implemented in a consistent and understandable manner
- Speed limit and traffic control changes should be adequately communicated to residents and the travelling public

Thank you for allowing myself and HR Green to assist you with your City of North Oaks Engineering needs. If you have any questions, feel free to call me at 763.710.1514 or email me at jmorast@hrgreen.com.



John Morast, PE

Regional Director

RESOLUTION No. 2021- ____

**CITY OF NORTH OAKS
RAMSEY COUNTY, MINNESOTA**

RESOLUTION ESTABLISHING A MAXIMUM SPEED LIMIT OF 20 MILES PER HOUR ON ALL PRIVATE ROADS IN THE RAPP FARM DEVELOPMENT

WHEREAS, the North Oaks City Council has authority to regulate traffic on the streets in the City pursuant to the general welfare clause in Minnesota Statutes, Section 412.221, Subdivision 32;

WHEREAS, in 1962 the Minnesota Supreme Court in a decision entitled *Borchert v. Village of North Oaks* ruled that Minnesota Statutes, Section 412.221, Subdivision 32 gives the City of North Oaks the authority to regular vehicular traffic on the private road system in the City;

WHEREAS, Section 71.05(B)(1) of the North Oaks City Code establishes a speed limit of 30 mph on streets in the City unless a different speed zone has been established;

WHEREAS, Section 71.05(C)(1) of the City Code provides that the City Council may by resolution determine that the maximum speed of 30 mph is greater than is reasonable or safe under the conditions found to exist on certain streets;

WHEREAS, Section 71.05(C)(2) of the City Code provides that, having made the determination that 30 mph is greater than is reasonable or safe under the conditions found to exist on certain streets, the City Council may establish a different maximum speed other than 30 mph on those streets; and

WHEREAS, the City Council has reviewed and considered a report from its engineer concluding, among other things, that a safety concern exists relating to vehicular traffic on the streets in the Rapp Farm neighborhood.

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

1. The maximum speed limit on all private roads in the Rapp Farm development is established at 20 miles per hour.
2. Pursuant to Section 71.05(C)(3) of the City Code, the 20-mph maximum speed zone shall be effective when signs have been posted on the private road system in Rapp Farm giving notice of the 20-mph maximum speed limit.
3. Pursuant to Section 71.05(C)(2) of the City Code, the streets on which the 20-mph maximum speed zone has been established shall be listed in a schedule to be kept by the City Clerk.

Adopted by the City Council of the City of North Oaks this 9th day of December, 2021.

Ayes: Nays:

By: _____
Kara Ries
Its: Mayor

Attested:

By: _____
Kevin Kress
Its: City Administrator

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 line with annual inflation costs 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> |



100 Village Center Drive | Suite 240
North Oaks, MN | 55127

651.792.7765
nohoa@nohoa.org

December 8, 2021

**The Honorable Kara Ries, Mayor
Council Members: Jim Hara, Tom Watson, Rich Dujmovic, Sara Shah
City of North Oaks
100 Village Center Drive, Suite 230
North Oaks, MN 55127**

RE: East Oaks PDA Update

Mayor Ries and Council Members Hara, Watson, Dujmovic, and Shah:

This letter responds to the City Council's request for an update from the North Oaks Home Owners' Association (NOHOA) regarding its position on the East Oaks PDA development sites.

When NOHOA undertook to address the issues associated with implementation of the PDA and the East Oaks development sites earlier this year, it proposed a comprehensive agreement with the North Oaks Company (NOC or Company) that reflected resolution of all outstanding open issues. NOHOA and the Company did not reach a global agreement addressing all outstanding issues. Without a negotiated agreement between NOHOA and NOC on the manner in which all outstanding issues would be addressed, NOHOA would not limit its consideration to a limited number of issues identified by the Company.

In an effort to move forward, NOHOA focused on addressing the many unresolved issues individually. In that regard, at its special meeting on November 17, 2021, the Board voted to include within its boundaries, control, and authority the following older subdivisions:

- 1. Rapp Farm—Phase VI, Declaration recorded January 30, 2017;**
- 2. Red Forest Way—Phase IIB, Declaration recorded May 25, 2017; and**
- 3. Villas of Wilkinson—Second Addendum to Declaration recorded September 21, 2020.**

NOHOA's acceptance of these three developments is contingent upon:

- 1) the transfer of any easements required to be transferred to NOHOA per the development agreements; and**
- 2) proof of the completion of construction-related items for each subdivision as identified by NOHOA's engineer Kristie Elfering. The list of items to be completed follows:**

Villas of Wilkinson – Estimated Cost: \$21,100

- o Pave the last lift of bituminous
- o Make any necessary curb repairs after paving – sections of curb and currently marked for replacement
- o Grout the doghouse on Storm Structures 2 and 3
- o Install trashguards on the flared end sections
- o Clean all storm sewer structures and mains and any debris/sediment from the storm pond

Red Forest Way – Phase IIB – Estimated Cost \$7,500

- o Clean all storm sewer culverts and any debris/sediment from the storm ponds

Rapp Farm – Phase VI – Estimated Cost \$11,160

- o Clean all storm sewer structures and mains and any debris/sediment from the storm pond

In lieu of proof of future completion, an escrow account in favor of NOHOA, in the amounts specified above, shall be provided.

Upon compliance with these conditions, the aforementioned developments will be brought into NOHOA.

NOHOA has not been informed by NOC of its decision on these matters.

At its November 17, 2021 special meeting, the Board also adopted a Trail agreement that was negotiated by NOHOA and the Company in 2020. Further action on this document ceased when the City received a letter from the DNR asserting issues with the trails. The DNR has since rescinded its assertion and notified the City of this correction in a May 2021 letter. The Trail agreement was approved by the Board November 17, 2021, signed by the NOHOA President and sent to NOC for its signature. The notion of a “winter” trail, while mentioned at the November meeting remains to be discussed further.

NOHOA awaits a response from NOC on these issues.

At its December 2, 2021 meeting, NOHOA Board members discussed the Nord, Anderson Woods and Island Field developments. The Association’s engineering consultant, Kristie Elfering, identified the outstanding items and the estimated cost of completion of these items for each of the developments. The outstanding items for each development and their estimated cost of completion follow.

- Nord – Estimated completion cost \$78,114.60
- Anderson Woods – Estimated completion cost \$73,490.00
- Hill Farms/Island Field – Estimated completion cost – TBD, update provided at the board meeting

Nature | Heritage | Community

Outstanding items also include, but are not limited to:

- **Staking final trail alignments in the field for verification of location**
- **Recording street and trail easements in favor of NOHOA**
- **Documentation that Island Field Declaration has been recorded**
- **Island Field also has other items that should be included as contingent items for acceptance into NOHOA**
 - **Discussion on the proposed active recreation space**
 - **The roadway easement on the most recent plan set that NOHOA has received, appears to only cover to the back of the curb. The roadway easement should be widened to provide a minimum of 10-feet behind the curb to allow for future road maintenance activities and snow plowing.**
 - **An access easement should be provided to the small storm water pond just south of the roadway for future inspection access.**
 - **Discussion on NOHOA maintenance responsibilities for the landscaping, lighting, and snow plowing.**
 - **The most recent version of the storm water calculations provided was dated August 25, 2020. A current copy should be provided.**

The Board has scheduled a work session next week to continue discussions with NOC on matters related to these developments.

Finally, the Council has requested the status of the Declaration of Covenants associated with the developments named above. As NOHOA noted in the beginning of this summary, NOHOA and NOC did not arrive at a global resolution of the development issues as it had hoped. For example, it did not resolve the issue of access to the interior of NOHOA from the Nord development or the proposed shared driveway. Moreover, while the Declarations reflect some of the changes requested by NOHOA, they do not reflect an agreed-upon final negotiated document.

NOHOA appreciates this opportunity to provide the City Council with the status of its progress on the East Side developments and looks forward to working with the City to ensure that the developments are consistent with the PDA and that they preserve the character of North Oaks.

Sincerely,

North Oaks Home Owners' Association

Cc: Tom Radio, Esq; Kevin Kress, City Administrator, City of North Oaks; Mark Houge, President, North Oaks Company; NOHOA Board of Directors

Nature | Heritage | Community

**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Ramsey (hereinafter referred to as the "COUNTY"), and the City of North Oaks (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period commencing January 1, 2022.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Ramsey County; and

WHEREAS, the COUNTY has previously contracted to provide law enforcement services to the cities of Arden Hills, Falcon Heights, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (hereinafter collectively referred to as the "MUNICIPALITIES"), and

WHEREAS, the MUNICIPALITY has determined that it is in the best interests of the MUNICIPALITY to continue to contract with the COUNTY for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the parties to this Agreement intend to contract for law enforcement functions within the political boundaries of the MUNICIPALITY through the Ramsey County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

A. SCOPE OF SERVICES

1. The COUNTY agrees, through the Ramsey County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
 - a. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - b. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY;
 - c. Traffic enforcement including the regular use of radar or laser as a speed deterrent;
 - d. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
 - e. Criminal investigative and crime scene processing services;
 - f. Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation;
 - g. Responses to medical, fire, and other emergencies;
 - h. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;

- i. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
 - j. Special event traffic patrol and patrol services for community festivals or other special events; and
 - k. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
 - l. Animal control services.
2. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section A.3. herein.
3. In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Ramsey County in a timely and efficient manner.
4. Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.
5. To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees. The MUNICIPALITY shall designate a liaison to the Ramsey County Sheriff's Office. The liaison shall attend meetings of the Sheriffs Contract Communities Committee and shall represent its respective MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long-range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues. The Sheriff's Contract Communities Committee shall also review any disputes which arise between the MUNICIPALITIES and/or Sheriff's Office and recommend a resolution.
6. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
7. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.
8. The name of each of the MUNICIPALITIES that contract with the Sheriff's Office for law enforcement services shall be affixed to all squad cars and other major pieces of equipment used primarily within these MUNICIPALITIES.

B. ASSUMPTION OF LIABILITIES/INSURANCE

1. Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
2. Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.
3. The MUNICIPALITY, its officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITY, its officers, and employees harmless from and shall defend and indemnify the MUNICIPALITY, its officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITY or of any other officers, agent or employee thereof, and the MUNICIPALITY shall hold the COUNTY and its officers and employees harmless from, and shall defend and indemnify the COUNTY and its officers and employees against any claim for damages arising out of the MUNICIPALITY'S performance of its obligations pursuant to this Agreement.
5. The COUNTY agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the COUNTY. The COUNTY shall name the MUNICIPALITY as an additional insured on these policies except for the workers' compensation policy. The MUNICIPALITY agrees to pay, as a part of the actual cost as provided in Section 6 below, a pro rata share of the COUNTY'S insurance costs. These costs shall include the costs for any assessments and credits for any dividends by participating in any insurance pools or trusts. The COUNTY may elect to self-insure all or any portion of these risks. If the COUNTY cannot obtain insurance and/or elects to self-insure, the MUNICIPALITY shall pay a pro rata share of the costs of self-insurance, based on each MUNICIPALITY'S share of the approved annual budget. Insurance costs as they relate to insurance coverage shall include premiums and deductibles. Costs of self-insurance shall include reserves, claims and damage payments, and administration costs required to maintain self-insurance.
6. The MUNICIPALITY acknowledges that the COUNTY may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Insurance Trust or some similar organization; and the MUNICIPALITY further acknowledges that membership in such an organization may be for a fixed minimum term and may expose the COUNTY to some type of contingent cost liability, such as debts, obligations and liabilities, in the event that the COUNTY withdraws its membership. The MUNICIPALITY agrees to reimburse the COUNTY for the MUNICIPALITY'S pro rata share of any such contingent cost liability arising during the term of this Agreement for Law Enforcement Services and assessed against the COUNTY. Upon notification to the COUNTY of any such contingent cost liability, the

COUNTY will notify the MUNICIPALITY in a timely manner.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2022, and shall continue through December 31, 2024 ("Term").
2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least nine (9) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least nine (9) calendar months prior to the end of the calendar year.
4. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.

D. COST AND PAYMENT

1. The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement. Actual cost shall mean the MUNICIPALITY'S pro rata share of the COUNTY'S total cost of providing patrol and police protection services as described in this Agreement to the MUNICIPALITIES with which the COUNTY has agreements for the current contract year, including, but not limited to the following: salaries of employees engaged in performing said services, including vacation and sick leave; mileage; uniforms; public employees retirement contributions; workers' compensation, automobile, general liability and police professional liability insurance costs or the cost of self-insurance; general overhead, including indirect expenses and supplies, radio unit expense, and health and welfare expense. The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all cities within the COUNTY as part of the COUNTY'S obligation to enforce state law. Computation of actual costs hereunder shall be made by the Ramsey County Finance Department based on information provided by the Sheriff.
2. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITY no later than August 1 of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITY to estimate its annual budget and tax levy. It is understood by the parties to this Agreement that said Budget Estimate shall in no way prevent the COUNTY from charging its actual costs.
3. If the MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and

that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

4. Unless the COUNTY and MUNICIPALITY have reached agreement pursuant to the prior paragraph for a change in the MUNICIPALITY'S contribution, the COUNTY shall bill the MUNICIPALITY on a monthly basis in advance in an amount equal to one-twelfth (1/12) of the Budget Estimate for services to the MUNICIPALITY. The MUNICIPALITY shall pay the COUNTY within 45 days of receipt of the monthly statement. At the close of the contract year, the COUNTY will reconcile the current year Budget Estimate and current year actual costs, shall provide a copy of the current year actual cost to the MUNICIPALITY, and shall either give a credit to the MUNICIPALITY or bill the MUNICIPALITY for additional costs in excess of the Budget Estimate.

E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.
2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
3. The Ramsey County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office under this agreement within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued. However, no information will be provided which would violate the State Data Practices Act.
4. The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement.
5. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Kara Ries and City Administrator Kevin Kress, and the seal of the MUNICIPALITY to be affixed hereto on the _____ of _____, 2021 and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the _____ day of _____.

COUNTY OF RAMSEY

CITY OF NORTH OAKS

By: _____
Toni Carter, Chair
Ramsey County Board of Commissioners

By: _____
Kara Ries
Mayor

By: _____
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

By: _____
Kevin Kress
City Administrator

APPROVAL RECOMMENDED:

By: _____
Bob Fletcher
Ramsey County Sheriff

APPROVED AS TO FORM:

By: _____
Kimberly Parker
Assistant Ramsey County Attorney



11/24/2021

Board Chair Toni Carter
Board of Commissioners Office
15 W. Kellogg Blvd
St. Paul, MN 55102

RE: Contract Cities and Minnesota State Fair Law Enforcement Services

Chair Carter,

Recently, the Contract Cities were made aware of a decision by the Ramsey County Board of Commissioners advising the Minnesota State Fair to pursue other law enforcement services for 2022 and beyond. This news is very disappointing to the Cities that contract with the Ramsey County Sheriff for our law enforcement. It is believed the addition of the State Fair to the patrol services operation can only benefit City/County residents in the Contract Cities.

As you are aware, many of the northern Ramsey County communities have contracted with the Ramsey County Sheriff's Office for decades. It has been a relationship built on collaboration and innovation. To some in the field, it has been a case study of success on how partnerships and compromise can benefit the residents of a region with a sustainable, professional service and financial savings.

With the addition of the City of Falcon Heights to our contract in 2018, the City Manager's negotiated a reasonable approach to integrating the non-contiguous City into the operation. Despite our best efforts, it became challenging for deputies to provide effective coverage where the responding vehicle had to travel thru a community not within the contract (ie. Roseville). It is believed the addition of the State Fair to the patrol services operation would solve this challenge.

Ramsey County is fortunate to be home to the State Fair. With the State Fairgrounds located in the City of Falcon Heights, the additional patrol needed to cover the State Fair property on a daily basis would afford the patrol services operation adequate coverage to effectively back up each other for most situations. For more significant calls, this would allow deputies in other parts of the Contract Cities to respond in a safer manner as they passed through a non-contract community. The addition of the Fairgrounds to the operation promotes the safety of the women and men that patrol our communities.

For each city in the contract and most cities everywhere, public safety is a top priority for many of our residents, while concurrently being the most expensive part of our budget and operations. Depending on the Contract City, RCSO expenses range from 25% up to 45% of the total general fund. Every decision surrounding the RCSO contract is significant, especially for those on the higher end of the range. See the below for the approved 2022 budget per city.

| City | 2022 Budget | % of 2022 RCSO Budget |
|---------------------|------------------------|--------------------------|
| Arden Hills | \$1,394,124.89 | 12.99% |
| Falcon Heights | \$1,146,731.61 | 10.69% |
| Little Canada | \$1,697,945.24 | 15.83% |
| North Oaks | \$886,659.34 | 8.26% |
| Shoreview | \$2,796,306.63 | 26.07% |
| Vadnais Heights | \$1,581,047.81 | 14.74% |
| White Bear Township | \$1,132,308.96 | 10.55% |
| Ramsey County | \$93,070.26 | 0.87% |
| Total: | \$10,728,194.74 | |

If the State Fair is not going to be included in the patrol operation, it is likely the City of Falcon Heights will need to leave the Contract to pursue opportunities with another agency. This means the contract will lose six deputies and one car. If Falcon Heights leaves the contract, there will be a budgetary impact on the other Cities in the contract as revenues/expenses get reallocated. See below for the impact to each City:

| City | 2022 Budget | % of 2022 RCSO Budget | Net Increase w/o Falcon Heights | % Levy Increase to City Budgets |
|---------------------|-----------------------|--------------------------|------------------------------------|------------------------------------|
| Arden Hills | \$1,437,180.40 | 14.66% | \$43,055.51 | 0.96% |
| Falcon Heights | - | - | - | - |
| Little Canada | \$1,748,223.13 | 17.83% | \$50,277.89 | 1.34% |
| North Oaks | \$911,541.72 | 9.30% | \$24,882.38 | 1.21% |
| Shoreview | \$2,885,744.46 | 29.43% | \$89,437.83 | 0.63% |
| Vadnais Heights | \$1,628,684.41 | 16.61% | \$47,636.60 | 0.83% |
| White Bear Township | \$1,168,855.79 | 11.92% | \$36,546.83 | 0.70% |
| Ramsey County | \$25,469.43 | 0.26% | - | - |
| Total: | \$9,805,699.34 | | | |

Similarly, the City of Little Canada has raised concerns about rising RCSO cost impacts to their community. This year, the Contract Cities worked together to find a compromise to address their financial concerns. That said, if Falcon Heights is to leave, that financial increase may push Little Canada to keep reevaluating their partnership with the contract. If Little Canada AND Falcon Heights leave the contract, the impact to the Contract Cities will be a loss of 12 deputies and two cars in addition to the reallocation of revenues/expenditures. See below:

| City | 2022 Budget | % of 2022 RCSO Budget | Net Increase w/o Falcon Heights & Little Canada | % Levy Increase to City Budgets |
|---------------------|-----------------------|--------------------------|---|------------------------------------|
| Arden Hills | \$1,581,861.91 | 17.82% | \$187,737.02 | 4.20% |
| Falcon Heights | - | - | - | - |
| Little Canada | - | - | - | - |
| North Oaks | \$976,862.51 | 11.01% | \$90,203.17 | 4.40% |
| Shoreview | \$3,197,677.87 | 36.03% | \$401,371.24 | 2.85% |
| Vadnais Heights | \$1,811,364.24 | 20.41% | \$230,316.43 | 4.02% |
| White Bear Township | \$1,281,119.24 | 14.44% | \$148,810.28 | 2.84% |
| Ramsey County | \$25,677.16 | 0.29% | - | - |
| Total: | \$8,874,562.93 | | | |

As you can see with each community leaving the contract, the burden of the operation is shifted to the other communities left in the contract. In the second two tables, the impact to each cities overall levy amount is shown. If two communities leave, the burden becomes a significant cost increase for the remaining communities and could encourage those remaining to evaluate their continued participation.

The partnership between the Contract Cities has been many years in the making. It has sustained multiple elected Sheriffs, elected officials at the County and City level, as well as many County and City staff. It has survived as a result of professional collaboration and the most efficient, highest level of service that our residents expect. If the cost begins to increase, we have concerns about the viability of all the Cities continuing to partner. The permanent addition of the State Fair to the patrol operation will allow our deputies to be safer, provide better coverage in Falcon Heights, provide better services to our residents, ensure Contract Cities agreement is sustainable and is a revenue generator for the County.

We ask the Board of Commissioners to reconsider their decision not to provide law enforcement services to the State Fairgrounds. The Contract Cities believe Ramsey County Sheriff's Office is best suited to serve the Fairgrounds given their broad resources, equipment, extensive training and the deputies' familiarity with the area. The State Fair addition is the best path forward for all our communities to continue our partnership and provide professional law enforcement services that optimizes tax dollars for City/County residents.

Sincerely,

| | | | | | | |
|-----------------------------------|--|--|--|-----------------------------------|--|--------------------------------|
| David Grant, Mayor Arden Hills | | Randy Gustafson, Mayor Falcon Heights | | John Keis, Mayor Little Canada | | Kara Ries, Mayor North Oaks |
|-----------------------------------|--|--|--|-----------------------------------|--|--------------------------------|

| | | | | |
|----------------------------------|--|---|--|--|
| Sandy Martin, Mayor Shoreview | | Heidi Gunderson, Mayor Vadnais Heights | | Ed Prudhon, Chair White Bear Township |
|----------------------------------|--|---|--|--|

CC: Ramsey County Board Commissioner Nicole Frethem
Ramsey County Board Commissioner Mary Jo McGuire
Ramsey County Board Commissioner Trista MatasCastillo
Ramsey County Board Commissioner Rafael E. Ortega
Ramsey County Board Commissioner Jim McDonough
Ramsey County Board Commissioner Victoria Reinhardt
Ryan O'Connor, Ramsey County Manager
Bob Fletcher, Ramsey County Sheriff
Jeff Ramacher, Undersheriff – Public Safety Services

City of North Oaks
Report Period: January 1, 2021 to September 30, 2021

The following is a brief report on Northeast Youth & Family Services' programs that directly affect the residents of your community. If you have any questions about this report, please call Tara Jebens-Singh, President & CEO, at (651) 379-3404.

| | |
|--|-----------------|
| Annual City Contract for Service 2021 | \$10,608 |
| Total cost of all services through September 30 | \$10,810 |

(Please note that these numbers represent the actual cost of services provided, not what NYFS charges clients for these services. Because of your collaboration with NYFS, many of these services are offered free of charge or on a sliding-fee scale based on income.)

| Services Provided | City Totals | | |
|--------------------------------------|--------------|-----------|---------------------|
| | # of Clients | Hours | Service Cost |
| Contracted Services | | | |
| Mental Health | 6 | 86 | \$ 10,750.00 |
| Diversion Services | 1 | 1 | \$ 60.00 |
| Senior Chore | | | |
| Seniors | | | |
| Total for Contracted Services | 7 | 87 | \$ 10,810.00 |

*

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| | | | |
|---|----------|-----------|---------------------|
| Totals for all Individual Services | 7 | 87 | \$ 10,810.00 |
|---|----------|-----------|---------------------|

*There are no NYFS clients that have completed community service work through our Diversion program at this point in the year.

** 1 senior were provided 2 hours of seasonal special events valued at \$50 (0 volunteers)

November Month in Review



Rehder Forestry Consulting

November 2021

- Preparing for Arborist workshop which will be held in person and on Zoom on December 15th; re-licensing tree care companies that work within North Oaks.
- Homeowner calls at @ 61 EPLR, 27 Mallard, 18 Island, 3 Goldfinch, and 3 Sumac
- 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 are in full effect and we are working with residents to educate and inform on their options as EAB continues to impact the community.
- Attended Natural Resource Meeting on November 18th.