



CITY OF NORTH OAKS

**Regular City Council Meeting
Thursday, April 13, 2023
7 PM, Community Meeting Room, 100 Village Center Drive
MEETING AGENDA**

Remote Access - 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: 874 0870 1240 or by joining the meeting via the following link: <https://us02web.zoom.us/j/87408701240>. 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.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

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

5. **Approval of Agenda**

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

6a. Approval of Licenses:

Arborist: Arboreal Tree Care; Rainbow Tree Companies; Rivard Companies; Sorenson Companies

Mechanical: Logan Companies; Metro Gas Installers

6b. Approval of City Council Special Meeting Minutes of 2.27.2023 and Regular City Council Meeting Minutes of 3.9.2023

[2.27.2023 CCsp Minutes - final.pdf](#)

[03.09.2023 City Council Minutes Final.pdf](#)

6c. Approval of City Financials

- 6d. Approval of Animal Humane Society Impound Contract Renewal
[Humane Society City Contract Letter North Oaks- 2023.pdf](#)

[City Impound Contract North Oaks- 2023.pdf](#)

[FAQ's for Impounds.pdf](#)

7. Petitions, Requests & Communications - Deputy Matt Lassegard Report

LJFD Fire Chief Tim Boehlke Report

Geoffrey Maas Imagery collection in North Oaks for Ramsey County Assessor's Office and Public Safety interests

- 7a. Ramsey County Sheriff: Officer Matt Lassegard Report
[2023-Q1 RC Sheriff North Oaks.pdf](#)

[Copy of NORTH OAKS CALLSMARCH1 \(002\).pdf](#)

[PUBLIC SAFETY REPORT \(002\).pdf](#)

[BEARS in RC.pdf](#)

- 7b. County Presentation - Geoffrey Maas Imagery collection in North Oaks for Ramsey County Assessor's Office and Public Safety interests

[NorthOaks_2023_04_13_PDF.pdf](#)

8. Unfinished Business

- 8a. Discussion and possible action on engineering services, Infrastructure Master Plan, City Engineering consultant
[City of North Oaks, MN - March 30, 2023.pdf](#)

9. New Business

- 9a. Update and approval of Wilkinson Lake BMP project by VLAWMO

- 9b. Discussion and possible action on CLCA water connection, bid results, bid acceptance, schedule

10. Council Member Reports

11. City Administrator Reports

12. City Attorney Reports

13. Miscellaneous

14. **Adjournment** - *The next meeting of the City Council is May 11, 2023.*

**North Oaks City Council
Special Meeting Minutes
North Oaks Golf Club
February 27, 2023**

1. CALL TO ORDER

Mayor Wolter called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present: Mayor Krista Wolter, Councilmembers Sara Shah, John Shuman, Mark Azman

Absent: Councilmember Tom Watson

Staff Present: Administrator Kevin Kress

A quorum was declared present.

3. DISCUSSION ITEMS

3a. City Council Strategy Session

Resident comments included:

- Tom Reinen, 6 Chickadee Lane, consulted with septic designer and it cost him \$79-\$95,000 for survey, test pit, variances, and system. 18 trees had to be removed, and the well needed to be relocated. Cesspool residence within 2 years (12%), 2000 houses (35-year life). Proponent of Science and low-pressure sewer like the company – Orenco (Oregon).
- Damien Lepoutre, 17 N. Deep Lake Road, expressed concern about septic systems for our surface and drinking water, risk of pollution, and long-term plan for water/sewer/roads.

Discussion between Councilor of various topics.

S. Shah – Top priorities include:

- 1) roads -branches safety
- 2) sewer/water, utilities
- 3) fire safety
- 4) lakes/water quality.

J. Shuman – Top priorities include:

- 1) Safety/security, (CCTV, neighborhood watch, license reader), Emergency Notification system
- 2) Roads – public safety issue, sewer/water
- 3) Health of Pleasant Lake (swimmers itch, algae infestation, VLAWMO -water quality

Mark Azman – Top priorities include:

- 1) Master Utility Plan
- 2) Roads – legal authority, NOHOA organization
- 3) Efforts towards methods to keep up with distressed properties

4) Sustainability / Resiliency

K. Wolter - Priorities include:

- 1) From the Master List of priorities shown: #2, 3, 8, 14
- 2) #7 which includes: Trees, Buckthorn, EAB, Forestry Plan with NOHOA
- 3) Ordinance Management
- 4) Master Utility Plan
- 5) Public Safety
- 6) Coordination with NOHOA
- 7) Of highest concern: Master Infrastructure and Safety / Security

Council also held a brief discussion about engineering services and the possibility of bringing Sambatek back to serve the City. Staff was requested to obtain an infrastructure planning proposal.

8. ADJOURNMENT

MOTION by Azman, seconded by Shuman, to adjourn the meeting. Motion carried unanimously by roll call.

Kevin Kress, City Administrator

Krista Wolter, Mayor

Date approved_____

**North Oaks City Council
Meeting Minutes
North Oaks City Council Chambers
March 9, 2023**

1. CALL TO ORDER

Mayor Wolter called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Mayor Krista Wolter. Council Members Mark Azman, John Shuman, Sara Shah (attended via Zoom teleconference), Tom Watson.

Staff Present: Administrator Kevin Kress, Attorney Bridget Nason.

Others Present: Videographer Kenny Ronnan.

A quorum was declared present.

3. PLEDGE OF ALLEGIANCE

Mayor Wolter led the Council in the Pledge of Allegiance.

4. CITIZEN COMMENTS

Bill Mcnee, 11 Sunset Lane, noted he previously spoke about changing the septic ordinance to include a requirement of a compliance inspection at the time of sale and rentals. Member Azman had asked about the small town in northern Minnesota that was referenced and shared the city follows State guidelines and that one has 10 months to fix a failed system and 24 months to fix a system that is non-compliant. Mr. Mcnee received some phone calls from people who do not want inspections because it may force them to require a non-compliant system to be replaced, which shocked him. He has been told that the City has 1,200 septic systems in the City with about 300 of them that are cesspools. Mr. Mcnee noted every two years an inspection is to be done looking for failed systems by a pumper; if the City takes a proactive approach at time of sale or rental applications they may find non-compliant septic systems that can be repaired or upgraded to be brought into compliance. He noted some of the systems may be fine or they could be polluting the environment.

Mayor Wolter shared an example of a septic system that was installed in the year 2000 and in 2006 had a compliance inspection, the system was still working fine, but it was out of compliance because State codes had changed. Now the house needs to put in a new septic in another area. She asked if Mr. Mcnee is proposing something other than a compliance inspection and replacement of systems that may only be 5-10 years old.

Mr. Mcnee is not suggesting replacement and explained that according to what he has read, non-compliant systems do not need to be replaced but they can be repaired and updated. He spoke about nutrients in Pleasant Lake which people say is because of the water from the St. Paul water system. He asked if it could also be from septic systems around the lake?

Mayor Wolter agrees that the City needs to be looking very carefully at the environment.

Member Watson noted some inaccurate data regarding the number of cesspools that have been repaired and replaced over the years. He noted when he was previously on the City Council, with a failed system in the City, they had them repaired and replaced immediately.

Jennifer Loegehring, 2 Blue Spruce Court, shared that her home is about 30 years old, the septic system is fine, and she has a punch list of maintenance items. She noted the last thing they want to do is spend money updating a septic system and noted it can get quite expensive. She would fully support the opportunity to have City sewer and does not know the cost but assumes it would be significantly less than replacing a septic system.

Tom Reinen, 6 Chickadee Lane, spoke about the cost of replacing a septic system noting his lot is challenging with lots of trees and wetland. In 2019 he tried to find a location for the second septic system and with setbacks there was very little space left. He spoke about costs on his property including survey expenses, test pits, inspections, variance application and permit fees, tree removal costs, relocation of a well, a lift station, landscaping, and noted it would cost between \$75,000-\$95,000 for that system. He shared about speaking with his neighbor and looking at a shared system where they could be separate but combined which would be somewhere between \$46,000-\$64,000 which is still extremely expensive. Mr. Reinen thinks many residents will be shocked when it is time to find a spot for their septic system on their lot. He spoke about options including municipal sewer and water and noted perhaps they keep the wells and look at just sewer. An exciting alternative is a hybrid system and Mr. Reinen shared about a company in Oregon which installs a low pressure collection system that pipes to a processing system, is then collected in a tank, and integrates beautifully. He noted the City can help citizens today, protect the waters, and help future generations in North Oaks.

Administrator Kress noted a letter he received regarding septic which he shared on screen, read aloud, and will include in the packet from Terry Adams.

Ted Risdall, 6 Willow Road, redid his septic a couple years ago and the cost was about \$135,000 when it was all said and done with landscaping. On his property the water table is very high and the house is surrounded by golf course, and he shared history and costs including ripping up and replacing the sprinkler system, new plumbing, new electrical and new electric panels, new codes, new well tank, tree removal, redoing a deck, new sod and that it was a domino effect. He asked what will happen when he sells his house? Will he be out of compliance again? Mr. Risdall questioned the ability to connect to municipal sewer coming down Highway 96 near his property and after talking with engineers and the golf course, if he was permitted to hook into it, it could cost approximately \$5,000. He spoke to Phil Anderson about a decision regarding a 4-inch pipe being put in which would not allow homeowners to plug into the sewer and the maximum would be another 27 homes.

Member Azman asked who made the decision on the size of the pipe.

Mr. Risdall does not know but noted it would be more money to put in an 8-inch pipe and if they had 8-inch pipes coming down from the golf club, 200+ homes could have plugged into that. His question for the City is where are they going with this and how do residents get some good choices? He asks the City Council to take a good look at this because if everyone in the City with

cesspools has to spend \$100,000 each, they are talking about millions of dollars and what happens if they fail?

Member Shuman asked Mr. Risdall if he had the opportunity to plug into a public water system, would he, knowing that he would receive bills, water is expensive, that he would probably be rationed and told how much water he could use, would Mr. Risdall still do it?

Mr. Risdall replied he would do it, but his wife would be opposed.

Mark Houge, North Oaks Company, 5959 Centerville Road, is here to alert the City Council that they are working with Staff on the next phase of Red Forest Way South and there is an opportunity to hook those lots up to the lift station installed at Island Field. It could connect lots designed for septic and wells to sanitary sewer systems. Mr. Houge would offer to look at a potential upsize to that pipe for the future if other homes would consider connecting to the west. He noted they would need to look at whether they would need to upsize the lift station. Mr. Houge said he is happy to cooperate as much as he can.

Member Azman asked how many homes Mr. Houge could accommodate.

Mr. Houge replied he would need engineers to look at that. He noted they would have to look at pipe size and the size of the lift station and pumps as a separate engineering exercise.

5. APPROVAL OF AGENDA

Administrator Kress noted the Planning Commission made a recommendation for approval of a garage exceeding 1,500 square feet and he would like to add Resolution #1478 to the Consent Agenda. He noted if the City Council is not comfortable with this he can add it to the April agenda.

Member Azman suggested pulling the item off Consent Agenda and moving it to the Regular Agenda.

Mayor Wolter was at the Planning Commission meeting and asked Member Azman as previous Chair of the Commission if he had concerns.

Member Azman replied in the negative, he did not have concerns.

Member Shah also watched via Zoom and noted there were good deliberation and questions, and it was a unanimous vote with no concerns.

Member Watson noted the Council has a job to understand what they are voting on and at this time he does not have a document in front of him. He spoke about a City policy from 1995, which is to have materials in hand 7 days in advance of a Council meeting. He noted the applicant cannot move materials on site because of load limits. He will not vote to include it tonight.

Administrator Kress noted the packet for the Planning Commission has been out since the previous Friday, was noticed in the paper, and though it was not sent to the City Council he sees Member Watson's standpoint. He stated he made the Council aware of the item the previous Thursday when the packet was sent out asking them to pay attention to the item because if it was approved he would bring it up. He noted if that is not what the City Council wants, he will not do that and will wait until the following months for these items.

MOTION by Shah, seconded by Azman, to approve the Agenda as amended, with the addition of item d, Resolution #1478. Motion carried by roll call as Members Shah, Shuman, Azman, and Wolter voted for; Member Watson voted against.

6. CONSENT AGENDA

a. Approval of Licenses:

**Arborists: 1-2-3 Tree Lawn & Landscaping; Morgan's Tree Service
Mechanical: 360 Heating & Air; Air Mechanical Inc.; Anderson Heating, LLC;
Modern Heating & Air Conditioning; Northern Heating & Air Conditioning;
Professional Mechanical; Residential Heating & Air; Ron's Mechanical, Inc.; S & R
Appliance Repair, Inc;**

b. Approval of City Council Meeting Minutes of February 9, 2023

c. Approval of City Financials for the month of February 2023

**EFT's: 00066E - 000678E,
Check #014792 - 014846**

d. Resolution #1478 – Approval for garage in excess of 1,500 Square feet at 70 West Pleasant Lake Road.

MOTION by Azman, seconded by Shuman, to approve the Consent Agenda as amended. Motion carried by roll call as Members Shah, Shuman, Azman, and Wolter voted for; Member Watson voted against.

7. PETITIONS, REQUESTS & COMMUNICATIONS

a. Deputy Matt Lassegard Report

Deputy Lassegard gave a summary noting as the weather gets warmer there are more people walking and more people speeding. He encourages people to think about neighbors and to slow down and asked walkers to stay to the left side to see where vehicles are coming from and to wear reflective vests at night and early morning. He shared about auto thefts and encouraged the public to call 911 if they see something happening; then the most available deputy will respond quicker than Deputy Lassegard may be available to respond.

The Commissioners discussed the priority of items such as fishing within the City versus other crimes, utilizing Community Service Officers (CSOs), a police program out of St. Louis Park, and including some of Deputy Lassegard's noted in the *North Oaks News*.

Deputy Lassegard spoke about fraud noting if it sounds too good to be true, it is, and one does not have to stay on the phone. He encourages people to speak with their families, and noted there is a lot of shame with elderly people regarding these situations; he wants to share that it is okay to make a mistake, and it is okay to lean on people around you.

b. Fire Chief Boehlke Report, Lake Johanna Fire Department

Unable to attend meeting. Tabled to next Council meeting.

8. UNFINISHED BUSINESS

a. Public Hearing - Consider Ordinance amending City Code Chapter 51 Septic

Mayor Wolter noted this item is in regards to clerical changes recommended by the Minnesota Pollution Control Agency (MPCA), Mayor Wolter opened the public hearing.

There were no public comments regarding the item.

MOTION by Azman, seconded by Shuman, close the public hearing. Motion carried unanimously by roll call.

MOTION by Azman, seconded by Wolter, to approve Ordinance #143 and Resolution #1479 (summary publication of the Ordinance). Motion carried unanimously by roll call.

9. NEW BUSINESS

a. Discussion and possible action on engineering services

Mayor Wolter noted at the previous meeting the City Council discussed bringing back Larina DeWalt, of Sambatek, as the primary engineer due to the longevity with the community, and discontinuing services with HR Green.

MOTION by Shuman, seconded by Wolter, authorizing the Mayor and City Administrator to enter a contract with Sambatek and discontinue services with HR Green when feasible.

Member Watson asked when this discussion took place.

Mayor Wolter replied the discussion took place the previous week at a special meeting.

Member Watson noted the meeting that was called on short notice.

Mayor Wolter thinks it was in the timeframe.

Administrator Kress clarified that the City met the legal requirements for the meeting.

Member Watson clarified it met the legal requirements but did not meet the City's seven day notice requirement. He noted he could not connect by Zoom and it was unfortunate that he was barred by someone. He asked for an explanation on this initiative and whether there were meetings held, interviews done, criteria established, and noted he would not hire Sambatek if

they were the last engineer left in the Twin Cities based on past experience with North Oaks, and the particular person the City Council is talking about.

Member Azman was not overly enthused about switching engineers but would not agree with Member Watson on Sambatek based on his experience. Since 2019 he found them thorough and effective but does not know what happened before that. He does have a concern with roughly jumping ship right now.

The Council discussed previous discussions regarding engineering and consultants to consider, the issues Member Watson had attending the special meeting via Zoom, the history of Sambatek in North Oaks, and the importance of having engineers that are objective.

Member Watson asked if North Oaks Company had any influence or input on the decision.

Mayor Wolter and Administrator Kress replied in the negative.

The Council discussed the similarities with this circumstance and the change of engineering and attorney teams with the previous Council, next steps in looking at contracts, and modifying the language to give authority to negotiate a contract subject to full City Council approval.

Attorney Nason gave guidance on voting down the motion on the table and creating a new motion with modified language to keep it clean.

Motion failed as Member Shuman voted for; Members Azman, Shah, Watson, and Wolter voted against.

MOTION by Azman, seconded by Shah, authorizing the Mayor and City Administrator to engage in negotiations with Sambatek for engineering services and bring back a proposed agreement. Motion carried unanimously by roll call vote.

MOTION by Shuman, seconded by Shah, authorizing the Mayor and City Administrator to enter into an agreement for an infrastructure study with an appropriate engineering firm.

The Council discussed timeline of approval, the scope of infrastructure, and putting together a document for the Council that outlines target areas where they may want to invest.

Administrator Kress clarified WSB would be looking at roads, trees, water quality, etcetera, and then the City Council can look at the document and do whatever they want with it. He is hearing from the community tonight that it makes sense to do utility extensions which could be looked at as part of the study. He can bring back a few proposals from different firms. He suggested letting the motion fail and he will work with engineering firms to get data for a special meeting at the end of the month.

Motion failed as Members Shuman and Shah voted for; Members Watson, Azman, and Wolter voted against.

MOTION by Wolter, seconded by Azman, authorizing City Administrator to bring back proposals from engineering firms on a master infrastructure plan for the City and to hold a special meeting at the end of the month.

Administrator Kress clarified he will ask the engineers to scope out the City with suggested target areas and costs for each.

Motion carried by roll call with Members Azman, Shuman, Shah, and Wolter voting for; Member Watson voted against.

b. Discussion and possible action on amending annual appointment resolution

Administrator Kress stated that the City does not currently have a Vadnais Lakes Area Water Management Organization (VLAWMO) Tech Committee member. Susan Miller from the NEST Committee is interested and he recommends Ms. Miller to fulfill that position.

MOTION by Azman, seconded by Wolter, to approve Resolution #1480, appointing Susan Miller as the VLAWMO Tech Committee representative. Motion carried unanimously by roll call.

10. COUNCIL MEMBER REPORTS

Member Azman shared about the Planning Commission meeting noting they will review some items on potential changes to the Ordinances to bring before the Council. He also attended the Cable Commission meeting and there has been some reorganization under the new Executive Director.

Member Watson had nothing to report.

Member Shuman attended the VLAWMO meeting, discussed other communities and irrigation efficiencies and mechanics. He shared his hope with VLAWMO to make Pleasant Lake healthy again, which was received very favorably. He shared about a Neighborhood Watch informational session that had a full house and a number of people online.

Member Shah looks forward to updating the Council the following month on the Fire Board.

Mayor Wolter noted she and Member Azman attended League of Minnesota Cities training which was very good. She has also attended the North Oaks Home Owners' Association (NOHOA) meeting and noted NOHOA Secretary Bill Long is in attendance of tonight's Council meeting. She shared that NOHOA is getting estimates from management companies for sub-associations within the City for more consistency, continuity, higher level of service, and reducing costs.

11. CITY ADMINISTRATOR REPORTS

Administrator Kress shared about the League of Minnesota Cities annual conference and thinks it would be good for the Members to go and Mr. Kress would also attend.

12. CITY ATTORNEY REPORTS

None.

13. MISCELLANEOUS

None.

14. ADJOURNMENT

MOTION by Azman, seconded by Shuman, to adjourn the meeting at 9:02 p.m. Motion carried unanimously by roll call.

Kevin Kress, City Administrator

Krista Wolter, Mayor

Date approved _____

To The City Administrator
City of North Oaks

03/08/2023

I have noticed a recent ground swell of conversations regarding ground water, septic system technology, updating septic systems and regulatory codes.

I would like to “kick this can” forward, perhaps illogically, with what I don’t think has yet been included in this conversation.

We recently moved to North Oaks, but my previous homes were in Minnetonka, West Bloomington, Deephaven and on Lake Minnetonka where I tore down and built a home subject to various regulators including the Lake Minnetonka Conservation District. I also grew up in part in southern Minnesota where fully half of the homes I lived in had septic systems – which always seemed to have some issue, including drainage field issues per my parents or grandparents.

Coming from the “West Side” one of the most notable differences was the preponderance of septic systems in the “East”. In Deephaven and Spring Park septic’s were removed and replaced by City Sewers more than 45 years ago, with second round sewer system upgrades progressing in the past 10 – 15 years. City water was installed with a grandfathering of wells at original homeowner option. This was mandated and accessed to protect “the Lake and the aquifers”.

When I built on Lake Minnetonka 2007, a decommissioned septic was located on my property, while connecting my new home to the recently installed replacement sewer system. The new system had replaced the previously 35 year old sewer system. 13 regulatory types showed up – required to sign off on the plan and removal of the decommissioned tank over a period of two days. Regulations are apparently much tighter due to the LMDC.

Until one gets to the 3-acre minimum lot size, outer ring suburbs, septic systems are rare in my experience on the west side of town. When I asked developers why? - The answers were the Met Counsel controlling treatment capacity to encourage density and the trade off in price between city sewer and septic systems based upon distances between homes. The move toward city sewer systems they informed me was environmental, regulatory and buyer preference. While I see the environmental discussion being put forward for septic regulation and improvement, I see nothing of the property value discussion and consumer preference issues.

FWIIW: We looked at numerous homes in North Oaks, Grant, and Mahtomedi.

While we bid a couple, we never considered buying anything with a septic system without a full- blown testing contingency and frankly, a discount to real value of at least \$75k because

these systems are not only expensive to replace but disruptive to the lot and sometimes difficult to respecify in a way that is compliant with new technology and codes.

While investigating building a new villa home in the Osprey area of North Oaks, my wife and I were amazed that four lots directly overlooking a wetland were going to be septic system only, even with the proximity to city sewer. We passed for reasons of the septic and uncapped building costs.

What we bought was a home we love in North Oaks, with a city sewer connection, which we had fully inspected before we took possession.

I believe North Oaks ought to have a full discussion including the impact on property values, environmental factors and buyer preferences regarding city sewer extensions, septic system technology and septic system inspection cycles.

Thanks for your time.

Terry Adams

October 21, 2022

City of North Oaks
100 Village Center Dr.
North Oaks, MN 55127

Dear Municipal Administrator,

Animal Humane Society continues to partner with local municipalities to improve the lives and welfare of animals as well as the impact they have on people in our community. We look forward to continuing our partnership with you in 2023.

I am happy to share that there are no significant changes to the language of the contract. Many of you have had constructive feedback over prior years, and we think the language is in a good place. We did add a lot of municipalities over the past year, so there were some things we wanted to clarify.

- Deceased animals still need intake paperwork filled out for them.
- If you do have a larger case or need forensics, please refer to our [Humane Investigations](#) team instead. These services are provided at no cost to municipalities.
- ACO's should not be using this process to circumvent the owner surrender process. An owned animal needing to be surrendered needs to be coordinated through our [Pet Helpline](#).
- A line has been added to the end of the contract where you can put your best email contact for Account Payable - where we would send invoices.
- We have also sent a more thorough FAQ for questions that have arisen during the year.

To align our fees with our costs, there is a small 3% increase to our fees. We have also found that the admin fee does not cover our staff and cremation costs, so we have added a specific fee for this service. This means that charges in 2023 would be:

- Admin Fee - animal is returned to owner - \$25
- Hold Fee - animal is not returned and is held at AHS for 5 days - \$214 for dog/cat; \$49 for other
- Quarantine Fee - animal is held at AHS for 10 days for rabies quarantine - \$428
- DOA Fee - animal is brought in deceased, held and cremated by AHS - \$40
- Humane Investigations - must be coordinated with our HI department and does not come with any fees

If you have any questions about the program in general, please feel free to contact me at the email or phone number below. If you have any questions about specific billing issues or animals, please contact Astrid Roed, our site manager in Woodbury.

You will receive a contract digitally that has already been signed by Janelle Dixon, our CEO. Please digitally sign the contract in PDF format and return to us via the same email address as we sent the contract to you.

We appreciate your partnership as we seek to serve both the people and animals of our communities.

Sincerely,

Graham Brayshaw, DVM
Director of Animal Services, Animal Humane Society
gbrayshaw@animalhumanesociety.org
(763) 489-2224

Animal Humane Society, Woodbury
c/o Astrid Roed, Site Manager
9785 Hudson Rd
Woodbury, MN 55125
aroed@animalhumanesociety.org
(651) 788-4675

**Animal Humane Society
and
City of North Oaks**

**Letter of Understanding for Impound Housing Services
2023**

1. Animal Humane Society (AHS) agrees to provide the following services:
 - a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. Housing includes kennel space, daily cleaning, food and water.
 - b. AHS is unable to house wildlife or farm animals.
 - i. Exceptions can be made for chickens with prior approval of the site manager at AHS.
 - c. Herd management vaccination following our standard vaccination protocols, as well as medically necessary and/or emergency care for sick or injured animals impounded during regular business hours.
 - d. Euthanasia services as deemed necessary by an AHS veterinarian. These services may be provided at the end of the legally required holding period or in the case of a medical situation that requires immediate euthanasia.
 - e. Adoption services as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - f. Euthanasia services and body disposal as deemed appropriate by AHS veterinary staff. The animals will be evaluated for these services at the end of the legally required holding period.
 - g. Provide animal rabies quarantine or diagnostic service for stray felines or canines that have bitten a person.
 - h. Hold animal for the legally required stray holding period: 5 days in MN, 4 Days in WI if a live release, 7 days in WI if euthanized or until reclaimed by owner within this holding period.
 - i. AHS will follow internal policy and best practice for unclaimed animals. **City of North Oaks** may request and view AHS policies at any time.

2. AHS expectations:
 - a. AHS is not responsible for sick or injured animals that are left after hours. Outside treatment must be sought for these animals by the animal control officer or community service officer prior to leaving the animals at the AHS facility when veterinary staff members are not on duty.

- b. AHS has the sole authority to disposition all animals that have not been reclaimed upon the expiration of the legally designated holding period.
- c. AHS will not accept feral cats seized under municipal authority by your municipality's CSO or ACO.
- d. AHS is not responsible for collecting any fees from an owner for a municipality.

3. **City of North Oaks** agrees to:

- a. Adhere to the drop off procedure set forth by AHS including animal housing at the shelter and paperwork. Drop off procedures and paperwork training for community service or animal control officers will be provided.
- b. Adhere to state laws and local ordinances that apply to the handling of stray or abandoned animals and the seizure and return of animals to their owners.
- c. Direct citizens where to take stray animals when not receiving permission for impoundment at AHS.
- d. Seek care for injured or sick animals prior to drop off in the event that it is after hours and/or AHS veterinary staff is not on duty.
- e. Pay the designated fees for each animal cared for from your municipality.
 - i. AHS will charge a standard hold fee of \$214 per canine or feline and a \$49 fee per "other" domestic animals (rabbits, guinea pigs, birds etc.) not reclaimed by its owner.
 - ii. AHS will charge a municipality mandated quarantine fee of \$428 per canine or feline that is held for a quarantine or other holding period lasting more than 5 days independent of who claims the animal after that hold.
 - iii. AHS will charge a \$25 administrative/processing fee to the municipality for each animal reclaimed by its owner in place of the standard fee. In these instances, AHS will charge the owner the additional reclaim fees.
 - iv. AHS will charge a \$40 DOA (administrative/processing/cremation) fee for disposal of any cadavers brought to and AHS facility by a representative of the municipality.
 - v. **City of North Oaks** is responsible for fees if the owner does not reclaim by the last day of the stray hold.
- f. Adhere to AHS policy and best practice for unclaimed animals. **City of North Oaks** may request and view AHS policies at any time.
- g. Adhere to building access rules and ensure that the service access door is closed and locked after use in an after-hours drop off.
- h. Ensure that the municipality's CSO/ACO uses his/her discretion in the field as to whether or not to impound an animal. AHS is not responsible for those decisions.
- i. Be available to members of your community to resolve their concerns related to the actions of your ACO/CSO officers and your municipality's procedures, policies and requirements.

4. Administration

- a. AHS will bill the municipality at the end of each quarter on a fiscal calendar year. Billing will be mailed in the first month following the end of the quarter. Payment is expected within 30 days of receipt of billing.
- b. AHS will assign a contact person who should be contacted in the event of any problems, concerns or to receive feedback regarding the program.
- c. Any billing disputes must be raised within 10 days of receipt of billing.
- d. The AHS agrees to maintain all data received from **City of North Oaks** in the same manner as **City of North Oaks** as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- e. Insurance Requirements.
 - i. Liability. AHS agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Upon request **City of North Oaks** shall be named as an additional insured.
 - ii. Automobile Liability. If AHS operates a motor vehicle in performing the services under this agreement, AHS shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit.
 - iii. Workers' Compensation. AHS agrees to comply with all applicable workers' compensation laws in Minnesota.
 - iv. Certificate of Insurance. The AHS shall deliver to **City of North Oaks** a Certificate of Insurance as evidence that the above coverages are in full force and effect.
- f. Indemnification:
 - i. AHS. To the fullest extent permitted by law, AHS agrees to defend and indemnify **City of North Oaks**, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of AHS, AHS's subcontractor(s), or anyone directly or indirectly employed or hired by AHS, or anyone for whose acts AHS may be liable. AHS agrees this indemnity obligation shall survive the completion or termination of this agreement.
 - ii. **City of North Oaks**. To the fullest extent permitted by law, **City of North Oaks** agrees to defend and indemnify AHS, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of **City of North Oaks**, or anyone directly or indirectly employed or hired by **City of North Oaks**, or anyone for whose acts **City of North Oaks** may be liable. **City of North Oaks** agrees this indemnity obligation shall survive the completion or termination of this agreement.

This agreement is based on a one year commitment, which is renewed annually from the date your administrator signs the agreement below. If the municipality brings animals to AHS without a signed contract, it will be assumed that the agreement is extended for term of the next contract. The agreement can be ended at any time by either party with a 30 day written notice.

This agreement is entered into on the _____ day of _____, 202____ by

Janelle Dixon, President & CEO
Animal Humane Society

Signed on behalf of Municipal Authority

Printed Name and Title

Signed on behalf of Municipal Authority

Printed Name and Title

Email Address to send invoices



Helpful Tips for Impound Animals

- **Building Access**

- AHS provides 24/7 access to the incoming lobby for the drop-off of animals.
 - If issues arise accessing the building after-hours, the Shelter Operations Manager – Astrid Roed, can be contacted at 952-454-7710 (cell).
 - Keys have been provided as requested, for use on the exterior Incoming door.
 - During the following hours, staff are typically available to assist with the intake of an animal. Officers can check in with the staff in the lobby instead of using the cages.
 - Wednesday, Thursday, Friday, Saturday & Sunday: 8:00am to 4:00pm
 - Tuesday: 12:00pm to 8:00pm

- **AHS Shelter Operations Manager Information**

- General inquiries, Case follow-up, and any questions regarding disposition or status of an animal can be directed to the Woodbury Shelter Operations Manager:

Astrid Roed

Email: aroed@animalhumanesociety.org

Office: 651-788-4675

Cell: 952-454-7710

- **Kennel Tips**

- Ensure kennels latch completely when shutting.
- For some dogs, a secondary clip is needed to best secure the dog. This clip is hanging on the kennel door for use.

- **Intake forms**

- Please complete the Intake form with all the information available. Some key areas often missed, or left incomplete, are:
 - **Owner**
 - If owner is known, please include name and all contact information known. We need that for our records. We do reach out to all known owners.
 - Specifically needed are:
 - Full name of owner(s)
 - Phone number for owner
 - Key details we need to know before making calls like Owner arrested, admitted to hospital or deceased.
 - If for any reason you would like us NOT to reach out to an owner, please include that in the notes with as much detail as possible for the case, but still do provide the owner info.

Coon Rapids • Golden Valley • St. Paul • Woodbury

952-435-7738

animalhumanesociety.org



- OWNER SURRENDERS:
 - See note under “Other Services Offered” section, for Owner Surrenders. Generally, these people should be referred to our Pet Helpline to make a surrender appointment, unless emergency dictates that officers accept the owner surrender.
- Animal:
 - Cats should arrive in a kennel, not a live trap, unless known to be friendly when checked.
 - Exact location of animal pick-up
 - This includes DOA animals.
 - If animal has bitten, is it known if vaccinations are up-to-date? Vaccine Records?
- Detailed, concise information for intake reason
 - Officer (last) Name and Badge #
 - In order to minimize calls to the submitting officer, please ensure as much detail as possible is recorded on the Impound form.
 - Humane Investigation (H.I.) cases:
 - What are officer expectations?
 - Who is our best contact?
 - If you want anything beyond impounding for a standard timeline **you must contact our Humane Investigations department. New inquiries at:**
 - <https://ahs.i-sight.com/external/case/new>
 - tel: 612-772-9999
- Length of Hold
 - We assume a 5-day stray hold for animals and 10-day holds for rabies quarantines. Please be clear with any other timelines.
- **Owner Fees:**
 - AHS will charge applicable fees to any owner reclaiming an animal brought in through impound, including room and board and vaccinations administered.



Additional AHS Services available to the community

As a shelter, AHS offers services available to community. Community members can contact the AHS Pet Helpline (952-435-7738) to inquire about scheduling and availability of services.

- Owner Surrender, End-of-Life and cremation services are available to owned animals by appointment. Appointments are scheduled in advance. Wait time for appointments will vary, and emergency availability cannot be guaranteed. We will accept strays from the public from any community.
- AHS offers Trap-Neuter-Release services to the public for feral cats at no cost. Community members working with a unowned cats are eligible.
 - If caretakers claim ownership for the cats, they should be referred to our Vet Center
- Pet Food Assistance – AHS often has donated food available to help community members experiencing hardship who would benefit from short-term support with food or litter.
- Low-Cost Veterinary care - we offer low-cost, full-service, outpatient veterinary care for a means tested clientele
- We offer many other services like training and humane education. These can all be found at our website: <https://animalhumanesociety.org>

Coon Rapids • Golden Valley • St. Paul • Woodbury

952-435-7738
animalhumanesociety.org

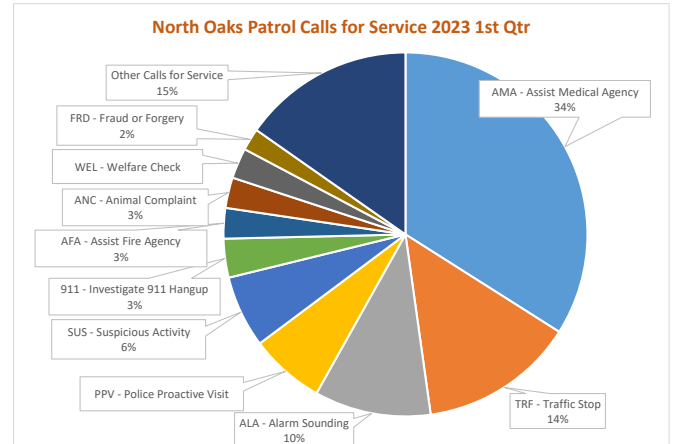
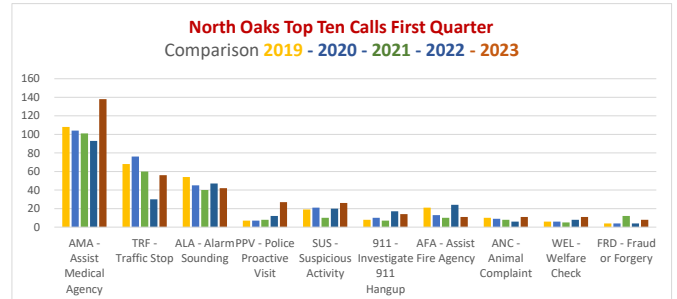
Calls for Service - Ramsey County Sheriff's Office Patrol Unit

City of North Oaks First Quarter 2019 - 2020 - 2021 - 2022 - 2023

Code	Call Description	2019	2020	2021	2022	2023
Crimes Against Persons Calls						
ASS	ASS - Assault	0	1	0	0	0
CAB	CAB - Child Abuse	0	0	0	0	0
CSC	CSC - Criminal Sexual Conduct	0	0	0	1	1
DOM	DOM - Domestic Assault	0	1	0	3	1
MUR	MUR - Murder / Homicide	0	0	0	0	0
ROB	ROB - Robbery	0	0	0	0	0
VOP	VOP - Prot Order Violation	0	0	0	0	0
Crimes Against Property Calls						
ARS	ARS - Arson	0	0	0	0	0
BRG	BRG - Burglary	0	2	1	0	0
FRD	FRD - Fraud or Forgery	4	4	12	4	8
MVT	MVT - Motor Vehicle Theft	0	0	0	0	0
SHP	SHP - Shoplifter	0	0	0	0	0
THA	THA - Theft from Auto	1	2	1	3	2
THF	THF - Theft	2	8	2	6	3
Traffic Related Calls						
ABV	ABV - Abandoned Vehicle	0	1	0	0	2
AHR	AHR - Accident Hit and Run	0	0	0	2	4
APD	APD - Accident Property Damage	9	7	7	7	2
AWI	AWI - Accident with Injuries	1	0	1	1	2
DGC	DGC - Dangerous Condition	7	6	6	4	4
DKD	DKD - Drunk Driver	1	2	0	0	0
HRI	HRI - Hit & Run Acc w/Injuries	0	0	0	0	0
TRF	TRF - Traffic Stop	68	76	60	30	56
Quality of Life Calls						
CDP	Criminal Damage to Property	0	3	3	1	3
DIS	DIS - Dispute Disagreement	3	1	2	0	0
DKP	DKP - Drunk Person	1	0	0	0	1
DOC	DOC - Disorderly Conduct	2	7	5	4	2
DSB	DSB - Disturbance Noise Complaint	0	1	3	0	1
FGT	FGT - Fight	0	0	0	0	0
FWK	FWK - Fireworks	0	0	0	0	0
GRF	GRF - Graffiti	0	0	0	0	0
HRS	HRS - Harrasment Report	1	1	4	8	1
NAR	NAR - Narcotics	0	2	2	1	0
PLR	PLR - Prowler	0	0	0	0	0
PRK	PRK - Parking Complaint	12	8	3	2	1
SOL	SOL - Solicitor	0	0	0	0	1
SUS	SUS - Suspicious Activity	19	21	10	20	26
Other/Misc Calls for Service						
911	911 - Investigate 911 Hangup	8	10	7	17	14
ADM	ADM - Administrative Detail	3	0	1	0	0
AFA	AFA - Assist Fire Agency	21	13	10	24	11
ALA	ALA - Alarm Sounding	54	45	40	47	42
AMA	AMA - Assist Medical Agency	108	104	101	93	138
ANC	ANC - Animal Complaint	10	9	8	6	11
AOA	AOA - Assist Other Agency	1	4	2	3	0
AST	AST - Assist Citizen	6	6	9	9	8
ATL	ATL - Attempt to Locate	0	0	0	0	0
CIV	CIV - Civil Problem	1	0	1	1	3
COD	COD - Code Enforcement	0	4	5	0	0
DOA	DOA - Death Investigation	1	1	2	0	1
PIC	EDP/PIC - Person in Crisis	1	6	0	4	5
INV	INV - Investigate	0	1	0	3	3
JUV	IUV - Juvenile Incidents	1	6	3	1	1
LOC	LOC - Lockout	2	0	0	0	0
LOS	LOS - Lost Property	0	3	0	1	0
MSP	MSP - Missing Person, Juvenile	0	1	1	0	0
PCN	PCN - Previous Case Follow-Up	2	9	2	3	6
POR	POR - Predatory Offender Reg	0	0	0	0	0
PPV	PPV - Police Proactive Visit	7	7	8	12	27
RPR	RPR - Recovered Property	0	2	1	0	1
SHF	SHF - Shots Fired	0	0	0	0	1
WAR	WAR - Warrant	0	0	0	0	0
WEL	WEL - Welfare Check	6	6	5	8	11
WPN	WPN - Weapon	0	1	0	0	1
Misc/Other not listed above		9	8	8	3	1
Total Calls (includes items not listed above)		372	400	336	332	406

First Quarter 2023 Calls For Service Summary - North Oaks

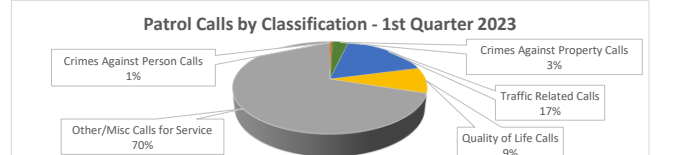
Top 10 North Oaks Calls		2019	2020	2021	2022	2023	% of Total
1	AMA - Assist Medical Agency	108	104	101	93	138	33.99%
2	TRF - Traffic Stop	68	76	60	30	56	13.79%
3	ALA - Alarm Sounding	54	45	40	47	42	10.34%
4	PPV - Police Proactive Visit	7	7	8	12	27	6.65%
5	SUS - Suspicious Activity	19	21	10	20	26	6.40%
6	911 - Investigate 911 Hangup	8	10	7	17	14	3.45%
7	AFA - Assist Fire Agency	21	13	10	24	11	2.71%
8	ANC - Animal Complaint	10	9	8	6	11	2.71%
9	WEL - Welfare Check	6	6	5	8	11	2.71%
10	FRD - Fraud or Forgery	4	4	12	4	8	1.97%
Other Calls for Service		67	105	75	71	62	15.27%
Total Calls for Service		372	400	336	332	406	



Calls for Service are incidents responded to by deputies. Calls are often initiated by citizens via 9-1-1 or deputy initiation while on patrol. Calls for Service are not 'crimes' until so determined after investigation of the incident.

In this list the Calls for Service are divided into five descriptive classifications:
Crimes Against Persons Calls involve bodily harm, the threat of bodily harm, or other actions committed against the will of an individual.
Crimes Against Property Calls involve when property belonging to another is taken without that person's consent.
Traffic Related Calls are those that involve the operation of motor vehicles.
Quality of Life Calls involve situations and acts of physical disorder, damage to property or disruption of community life.
Other/Miscellaneous Calls are those requests that don't meet the other four descriptions. Such as assisting medical, fire agencies, and alarm calls.

Calls by Classification - First Quarter		2019	2020	2021	2022	2023
Crimes Against Person Calls		0	2	0	4	2
Crimes Against Property Calls		7	16	16	13	13
Traffic Related Calls		86	92	74	44	70
Quality of Life Calls		38	44	32	36	36
Other/Misc Calls for Service		241	246	214	235	285
Total Calls		372	400	336	332	406



Calls for Service Ramsey County Sheriff's Office Patrol Unit - 2023 North Oaks

Code	Call Description	Rank	YTD-2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
911	911 - Investigate 911 Hangup	6	14	4	4	6									
ABV	ABV - Abandoned Vehicle		2	1		1									
ADM	ADM - Administrative Detail		0												
AFA	AFA - Assist Fire Agency	7	11	3	4	4									
AHR	AHR - Accident Hit and Run		4	2	1	1									
ALA	ALA - Alarm Sounding	3	42	13	15	14									
AMA	AMA - Assist Medical Agency	1	138	62	37	39									
ANC	ANC - Animal Complaint	7	11	7	2	2									
AOA	AOA - Assist Other Agency		0												
APD	APD - Accident Property Damage		2	1	1										
ARS	ARS - Arson Investigation		0												
ASS	ASS - Assault		0												
AST	AST - Assist Citizen	10	8	4	3	1									
ATL	ATL - Attempt to Locate		0												
AWI	AWI - Accident With Injuries		2		1	1									
BOM	BOM - Bomb Threat		0												
BRG	BRG - Burglary		0												
CAB	CAB - Child Abuse		0												
CDP	CDP - Criminal Damage Property		3	2	1										
CIV	CIV - Civil Problem		3		2	1									
CMT	CMT - County Maintenance		0												
COD	COD - Code Enforcement		0												
COE	Community Outreach Event		0												
CSC	CSC - Criminal Sexual Conduct		1	1											
DGC	DGC - Dangerous Condition		4	2		2									
DIS	DIS - Dispute Disagreement		0												
DKD	DKD - Drunk Driver		0												
DKP	DKP - Drunk Person		1			1									
DOA	DOA - Death Investigation		1			1									
DOC	DOC - Disorderly Conduct		2		1	1									
DOM	DOM - Domestic Fam Relationship		1	1											
DSB	DSB - Disturbance Noise Complaint		1	1											
EDP	EDP/PIC - Person In Crisis		5	3	1	1									
FGT	FGT - Fight		0												
FRD	FRD - Fraud or Forgery		8	1	2	5									
FWK	FWK - Fireworks		0												
GRF	GRF - Graffiti		0												
HRI	HRI - Hit & Run Acc w/Injuries		0												
HRS	HRS - Harassment Report		1	1											
INV	INV - Investigate		3	1	1	1									
JUV	JUV - Juvenile Incidents		1			1									
LOC	LOC - Lockout		0												
LOS	LOS - Lost Property		0												
MSP	MSP - Missing Person, Juvenile		0												
MTG	MTG - Meeting Officer Assigned		0												
MUR	MUR - Murder / Homicide		0												
MVT	MVT - Motor Vehicle Theft		0												
NAR	NAR - Narcotics		0												
ODE	ODE - Off Duty Employment		0												
PCN	PCN - Previous Case Follow-Up		6	3	3										
PLR	PLR - Prowler		0												
POR	POR - Predatory Offender Reg		0												
PPV	PPV - Police Proactive Visit	4	27	12	4	11									
PRK	PRK - Parking Complaint		1	1											
RCIV	RCIV - Civil Div Paper Serve		1			1									
ROB	ROB - Robbery		0												
RPR	RPR - Recovered Property		1		1										
SHF	SHF - Shots Fired		1		1										
SHP	SHP - Shoplifter		0												
SIP	SIP - Suicide in Progress		0												
SOL	SOL - Solicitor		1			1									
SUS	SUS - Suspicious Activity	5	26	6	10	10									
THA	THA - Theft From Auto		2	2											
THF	THF - Theft		3	2		1									
TRF	TRF - Traffic Stop	2	56	11	20	25									
TRP	TRP - Transport		0												
VIC	VIC - Vice Prostitution		0												
VOP	VOP - Prot Order Violation		0												
WAR	WAR - Warrant		0												
WEL	WEL - Welfare Check	7	11	3	5	3									
WPN	WPN - Weapon		1	1											
WTR	WTR - Water Patrol Response		0												
	Misc - unmarked		0												
	Total Records		406	151	120	135	0	0	0	0	0	0	0	0	0

This chart lists most Call for Service (CFS) categories tracked in the Ramsey County Sheriff's Office Record Management System in the left hand column.

The number of calls responded to by the RCSO Patrol Unit in each month in 2023 for the CFS category are in the columns to the right of the description.

**Time Period this Chart:
Year to Date
01/01/2023 - 03/31/2023**

- Color Code:
- Crimes* against Persons Calls
 - Crimes* against Property Calls
 - Traffic Related Calls
 - Quality of Life Calls

*NOTE: Calls for Service (CFS) are issues responded to by deputies initiated by citizens via 9-1-1 or deputy initiation while on patrol. CFS are not 'crimes' until so determined after investigation of the incident.

Case Number	Description	Disposition	Street Name
911 - Investigate 911 Hangup Total: 7			
RCPTL23009478	911 - Investigate 911 Hangup	A - Advise/assist	DOGWOOD LN
RCPTL23009571	911 - Investigate 911 Hangup	U - Unfounded	CHARLEY LAKE CT
RCPTL23010718	911 - Investigate 911 Hangup	U - Unfounded	CATBIRD LN
RCPTL23011023	911 - Investigate 911 Hangup	F - Defective/false alarm	DEER HILLS CIR
RCPTL23012163	911 - Investigate 911 Hangup	G - Gone on arrival	HILL FARM RD
RCSR23013137	911 - Investigate 911 Hangup	F - Defective/false alarm	HODGSON RD
RCPTL23013495	911 - Investigate 911 Hangup	U - Unfounded	HODGSON RD
ABV - Abandoned Vehicle Total: 1			
RCPTL23010692	ABV - Abandoned Vehicle	A - Advise/assist	NORTH DEEP LAKE RD
AFA - Assist Fire Agency Total: 4			
RCPTL23009533	AFA - Assist Fire Agency	A - Advise/assist	MALLARD LN
RCPTL23010052	AFA - Assist Fire Agency	A - Advise/assist	EAST OAKS RD
RCPTL23010268	AFA - Assist Fire Agency	C1 - Cancel by caller	BLUE JAY LN
RCPTL23012420	AFA - Assist Fire Agency	A - Advise/assist	CENTERVILLE RD
AHR - Accident Hit and Run Total: 1			
RCPTL23011185	AHR - Accident Hit and Run	A - Advise/assist	EAST PLEASANT LAKE RD
ALA - Alarm Sounding Total: 12			
RCPTL23009998	ALA - Alarm Sounding	F - Defective/false alarm	VILLAGE CENTER DR
RCPTL23010067	ALA - Alarm Sounding	A - Advise/assist	HILL FARM RD
RCPTL23010375	ALA - Alarm Sounding	F - Defective/false alarm	SKILLMAN LN
RCPTL23011388	ALA - Alarm Sounding	F - Defective/false alarm	CRESCENT LN
RCPTL23011563	ALA - Alarm Sounding	F - Defective/false alarm	RAPP FARM PL
RCPTL23011740	ALA - Alarm Sounding	C6 - Alarm Co/Caller Cance	RAPP FARM PL
RCPTL23011923	ALA - Alarm Sounding	A - Advise/assist	SPRING FARM LN
RCPTL23012206	ALA - Alarm Sounding	C6 - Alarm Co/Caller Cance	TREE FARM LN
RCPTL23013435	ALA - Alarm Sounding	A - Advise/assist	BENT TREE LN
RCPTL23013605	ALA - Alarm Sounding	F - Defective/false alarm	MAYCOMB LN
RCPTL23013751	ALA - Alarm Sounding	F - Defective/false alarm	HODGSON RD
RCPTL23014199	ALA - Alarm Sounding	C1 - Cancel by caller	BUCHAL HTS
ALP - Alarm Panic/Holdup/Duress Total: 2			
RCPTL23011085	ALP - Alarm Panic/Holdup/Duress	F - Defective/false alarm	WEST BAY LN
RCPTL23013125	ALP - Alarm Panic/Holdup/Duress	F - Defective/false alarm	CENTERVILLE RD
AMA - Assist Medical Agency Total: 40			
RCPTL23009468	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23009815	AMA - Assist Medical Agency	A - Advise/assist	WILKINSON LN
RCPTL23009972	AMA - Assist Medical Agency	A - Advise/assist	RAPP FARM BLVD
RCPTL23010049	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23010171	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23010596	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23010890	AMA - Assist Medical Agency	A - Advise/assist	WILKINSON LN
RCPTL23010875	AMA - Assist Medical Agency	A - Advise/assist	WILKINSON LN
RCPTL23011217	AMA - Assist Medical Agency	A - Advise/assist	ANEMONE CIR
RCPTL23011325	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23011449	AMA - Assist Medical Agency	A - Advise/assist	VILLAGE CENTER DR
RCSR23011651	AMA - Assist Medical Agency	A - Advise/assist	VILLAGE CENTER DR
RCPTL23011549	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23011802	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23011918	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23012072	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23012085	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23012025	AMA - Assist Medical Agency	C1 - Cancel by caller	BOBOLINK LN
RCPTL23012311	AMA - Assist Medical Agency	C1 - Cancel by caller	CENTERVILLE RD
RCPTL23012431	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23012461	AMA - Assist Medical Agency	A - Advise/assist	BUFFALO RD

March 2023 Incident Report

RCPTL23013082	AMA - Assist Medical Agency	A - Advise/assist	WEST PLEASANT LAKE RD
RCPTL23013069	AMA - Assist Medical Agency	A - Advise/assist	DEER HILLS DR
RCPTL23013078	AMA - Assist Medical Agency	A - Advise/assist	MEADOWLARK LN
RCPTL23013264	AMA - Assist Medical Agency	A - Advise/assist	VILLAGE CENTER DR
RCPTL23013583	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23013636	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23013593	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23013597	AMA - Assist Medical Agency	A - Advise/assist	OSPREY CT
RCPTL23013676	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
RCPTL23013701	AMA - Assist Medical Agency	A - Advise/assist	DEER HILLS DR
RCPTL23013797	AMA - Assist Medical Agency	A - Advise/assist	DEER HILLS DR
RCPTL23014063	AMA - Assist Medical Agency	A - Advise/assist	EAST OAKS RD
RCPTL23014089	AMA - Assist Medical Agency	A - Advise/assist	SANDPIPER LN
RCPTL23013942	AMA - Assist Medical Agency	A - Advise/assist	EAST PLEASANT LAKE RD
RCPTL23014339	AMA - Assist Medical Agency	A - Advise/assist	WILKINSON LN
RCPTL23014403	AMA - Assist Medical Agency	A - Advise/assist	WEST SHORE RD
RCPTL23014593	AMA - Assist Medical Agency	R - Report	CREEKSIDE LN
RCPTL23014685	AMA - Assist Medical Agency	A - Advise/assist	SKILLMAN LN
RCPTL23014574	AMA - Assist Medical Agency	A - Advise/assist	CENTERVILLE RD
ANC - Animal Complaint Total: 5			
RCCS23010460	ANC - Animal Complaint	G - Gone on arrival	EVERGREEN LN
RCPTL23012839	ANC - Animal Complaint	A - Advise/assist	SOUTH LONG LAKE TRL
RCPTL23013880	ANC - Animal Complaint	A - Advise/assist	ORIOLE LN
RCCS23013856	ANC - Animal Complaint	A - Advise/assist	EAST PLEASANT LAKE RD
RCCS23014490	ANC - Animal Complaint	A - Advise/assist	SUMMIT RIDGE DR
AST - Assist Citizen Total: 2			
RCSR23011943	AST - Assist Citizen	A - Advise/assist	MEADOWLARK LN
RCPTL23012625	AST - Assist Citizen	A - Advise/assist	HIGHWAY 96 E
AWI - Accident With Injuries Total: 1			
RCPTL23009713	AWI - Accident With Injuries	A - Advise/assist	CENTERVILLE RD
CIV - Civil Problem Total: 1			
RCPTL23009741	CIV - Civil Problem	Noted	MAYCOMB LN
Community Outreach Event Total: 1			
RCCS23010346	Community Outreach Event	A - Advise/assist	VILLAGE CENTER DR
DGC - Dangerous Condition Total: 2			
RCPTL23010057	DGC - Dangerous Condition	G - Gone on arrival	NORTH OAKS RD
RCPTL23013504	DGC - Dangerous Condition	TW - Issued warning	HIGH CIRCLE WAY
DKP- Drunk Person Total: 1			
RCPTL23013581	DKP- Drunk Person	A - Advise/assist	SUMMIT CT
DOA - Death Investigation Total: 1			
RCPTL23011297	DOA - Death Investigation	Noted	CENTERVILLE RD
DOC - Disorderly Conduct Total: 1			
RCPTL23011444	DOC - Disorderly Conduct	A - Advise/assist	CENTERVILLE RD
FRD - Fraud or Forgery Total: 6			
RCPTL23010630	FRD - Fraud or Forgery	Charged By City/County Attor	CENTERVILLE RD
RCCU23010630	FRD - Fraud or Forgery	Charged By City/County Attor	CENTERVILLE RD
RCPTL23012774	FRD - Fraud or Forgery	A - Advise/assist	BLUE JAY LN
RCPTL23013572	FRD - Fraud or Forgery	S - Services not required	BLACK OAK RD
RCPTL23013841	FRD - Fraud or Forgery	A - Advise/assist	BLACK OAK RD
RCPTL23014233	FRD - Fraud or Forgery	NW - Case Not Workable	DONBUSH RD
INV - Investigate Total: 1			

March 2023 Incident Report

RCPTL23011282	INV - Investigate	R - Report	NORD CIRCLE RD
PCN - Previous Case Follow-Up Total: 1			
RCCU23014219	PCN - Previous Case Follow-Up	PCN - Previous CN	VILLAGE CENTER DR
PPV - Police Proactive Visit Total: 11			
RCPTL23009960	PPV - Police Proactive Visit	A - Advise/assist	SPRING FARM RD
RCPTL23010889	PPV - Police Proactive Visit	A - Advise/assist	VILLAGE CENTER DR
RCPTL23011044	PPV - Police Proactive Visit	A - Advise/assist	NORTH DEEP LAKE RD
RCPTL23011139	PPV - Police Proactive Visit	A - Advise/assist	RED FOREST WAY
RCPTL23011229	PPV - Police Proactive Visit	A - Advise/assist	
RCPTL23011324	PPV - Police Proactive Visit	A - Advise/assist	NORTH OAKS RD
RCPTL23012095	PPV - Police Proactive Visit	A - Advise/assist	NORTH OAKS RD
RCPTL23012688	PPV - Police Proactive Visit	A - Advise/assist	HILL FARM RD
RCPTL23013093	PPV - Police Proactive Visit	A - Advise/assist	SPRING FARM RD
RCPTL23013944	PPV - Police Proactive Visit	A - Advise/assist	SPRING FARM RD
RCPTL23014552	PPV - Police Proactive Visit	A - Advise/assist	SPRING FARM RD
RCIV - Civil Div Paper Serve Total: 2			
RCPTL23010415	RCIV - Civil Div Paper Serve	SRV - Served	DONBUSH RD
RCCV23010415	RCIV - Civil Div Paper Serve	R - Report	DONBUSH RD
SOL - Solicitor Total: 1			
RCPTL23012058	SOL - Solicitor	G - Gone on arrival	RAPP FARM BLVD
SUS - Suspicious Activity Total: 11			
RCPTL23010009	SUS - Suspicious Activity	A - Advise/assist	MEADOWLARK LN
RCPTL23010095	SUS - Suspicious Activity	A - Advise/assist	EVERGREEN RD
RCPTL23010500	SUS - Suspicious Activity	A - Advise/assist	SKILLMAN LN
RCPTL23010478	SUS - Suspicious Activity	G - Gone on arrival	WHITE PINE RD
RCPTL23011279	SUS - Suspicious Activity	A - Advise/assist	ASPEN LN
RCPTL23012276	SUS - Suspicious Activity	A - Advise/assist	HILL FARM CIR
RCPTL23012632	SUS - Suspicious Activity	A - Advise/assist	EAST PLEASANT LAKE RD
RCPTL23012987	SUS - Suspicious Activity	U - Unfounded	MALLARD ROAD
RCPTL23014011	SUS - Suspicious Activity	Case Assigned to RCSO Inv	BLACK OAK RD
RCCU23014011	SUS - Suspicious Activity	Under Investigation	BLACK OAK RD
RCPTL23014412	SUS - Suspicious Activity	Noted	MONARCH WAY
THF - Theft Total: 2			
RCPTL23010645	THF - Theft	TK - Issued Citation	VILLAGE CENTER DR
RCCU23010645	THF - Theft	TK - Issued Citation	VILLAGE CENTER DR
TRF - Traffic Stop Total: 25			
RCPTL23009668	TRF - Traffic Stop	TW - Issued warning	
RCPTL23010022	TRF - Traffic Stop	TW - Issued warning	HODGSON RD
RCPTL23010365	TRF - Traffic Stop	A - Advise/assist	HIGHWAY 96 W
RCPTL23010391	TRF - Traffic Stop	TK - Issued Citation	WEST PLEASANT LAKE RD
RCPTL23010434	TRF - Traffic Stop	TK - Issued Citation	PLEASANT LAKE RD
RCPTL23010600	TRF - Traffic Stop	TK - Issued Citation	NORTH MALLARD RD
RCPTL23010614	TRF - Traffic Stop	TK - Issued Citation	EAST OAKS RD
RCPTL23010605	TRF - Traffic Stop	TK - Issued Citation	EAST OAKS RD
RCPTL23010610	TRF - Traffic Stop	TK - Issued Citation	EAST OAKS RD
RCPTL23010884	TRF - Traffic Stop	A - Advise/assist	COUNTY ROAD J E
RCPTL23011168	TRF - Traffic Stop	TW - Issued warning	HIGHWAY 96 W
RCPTL23011862	TRF - Traffic Stop	TK - Issued Citation	EAST OAKS RD
RCPTL23011881	TRF - Traffic Stop	TK - Issued Citation	EAST PLEASANT LAKE RD
RCPTL23012137	TRF - Traffic Stop	TK - Issued Citation	HIGHWAY 96 EAST
RCPTL23012361	TRF - Traffic Stop	A - Advise/assist	CENTERVILLE RD
RCPTL23012647	TRF - Traffic Stop	TW - Issued warning	ISLAND RD
RCPTL23012479	TRF - Traffic Stop	A - Advise/assist	WEST PLEASANT LAKE RD
RCPTL23013011	TRF - Traffic Stop	TK - Issued Citation	NORTH OAKS RD
RCPTL23013127	TRF - Traffic Stop	TW - Issued warning	CENTERVILLE RD

March 2023 Incident Report

RCPTL23014264	TRF - Traffic Stop	TK - Issued Citation	WEST PLEASANT LAKE RD
RCPTL23014258	TRF - Traffic Stop	TW - Issued warning	EAST PLEASANT LAKE RD
RCPTL23014261	TRF - Traffic Stop	TW - Issued warning	EAST ORIOLE LN
RCPTL23014272	TRF - Traffic Stop	TW - Issued warning	WEST PLEASANT LAKE RD
RCPTL23014528	TRF - Traffic Stop	TW - Issued warning	HIGHWAY 96 E
RCPTL23014602	TRF - Traffic Stop	TW - Issued warning	NORTH MALLARD RD
VAA - Vulnerable Adult Abuse Total: 1			
RCAD23500506	VAA - Vulnerable Adult Abuse	Noted	CENTERVILLE RD
WEL - Welfare Check Total: 3			
RCPTL23012091	WEL - Welfare Check	A - Advise/assist	EAST PLEASANT LAKE RD
RCPTL23012755	WEL - Welfare Check	C1 - Cancel by caller	WEST BAY LN
RCPTL23013107	WEL - Welfare Check	A - Advise/assist	VILLAGE CENTER DR
Total Records: 146			

PUBLIC SAFETY REPORT

4/13/2023

○ FRESH THEFT, SUSPICIOUS VEHICLE/PERSON/VULNERABLE ADULT

- Please call **911** first
- My 40 HR schedule varies. I do like phone calls
- Deputy Matt's Cell phone. 651-448-1890

○ HOME NEIGHBORHOOD SECURITY

- Bear / Coyote season.
- Consider being a Neighborhood Watch Block Captain
- Council Member Shuman + MHOA Ted Risdall
- E-MAIL Crimeprevention@RamseyCounty.US
- Phone 651-266-7315 GOOGLE Ramsey County Public Safety Services

○ FRAUD DURING TAX SEASON AND BEYOND

- Mail theft. Consider not using your mailbox red flag. Take checks to post office/ blue mailbox
- IRS does not call citizens for payment
- If "government agency" or "business" require Crypto Currency or Gift Cards for any transaction. Hang up

○ 146 CALLS FOR SERVICE

- NOTABLE
 - Suspicious at Aspen and North Deep Lake RD
 - Vulnerable adult call at 5919 Centerville RD
 - Death (natural causes) 5919 Centerville RD
 - Theft at Walgreens
 - Theft from auto turned Felony Fraud at 5959 Centerville
 - Overweight vehicles
 - 25 Traffic stops
 - INTANGIBLES



Ramsey County Sheriff's Office

Bob Fletcher, Sheriff

Public Safety Services Division

1411 Paul Kirkwold Drive • Arden Hills, Minnesota 55112

Phone: 651-266-7300 • Fax: 651-266-7306

www.RamseyCountySheriff.us

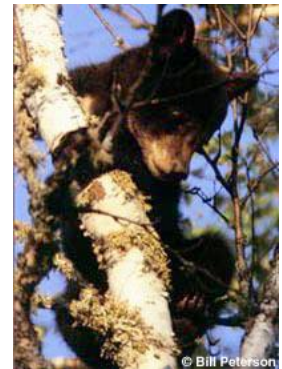
ANIMAL CONTROL BRIEF Information about Bears in Ramsey County

On occasion, solitary black bears or (mothers with cubs) pass through Ramsey County on their way to preferred foraging areas. Bears usually avoid humans, often leaving the scene even before a person realizes a bear was around. If you see a black bear on or near a trail or in your back yard, you should stop what you're doing and **leave it alone**.

Remember that the bear is probably more scared of and startled by you than you of them **and will usually go away when it feels safe**. You may actually hear a bear before you see it. They make snorting, huffing, and jaw-popping sounds when trying to scare off intruders. When cubs are scared, they make squealing noises.

If you do encounter a bear, here are some recommendations:

- Pick up small children and pets
- Face the bear directly and try to appear as large as possible.
- Spread or wave your arms, ideally holding a sweater or coat
- Slowly back away and to the side. Bears consider sideways movements non-threatening.
- Talk to the bear in a calm, low and monotone voice. This way the animal can identify you as a human and does not appear threatening to the bear.
- Once indoors, call 911 and report the bear's direction of travel.



Here are some online articles on what to do when encountering black bears.

<https://www.travel-experience-live.com/what-to-do-black-bear-encounter/>

<https://www.humanesociety.org/resources/what-do-about-black-bears>

The best way to avoid bear problems is to not attract them in the first place. A bear will take advantage of any foods available and will attempt to eat anything that resembles food in look, smell or taste. When natural foods such as nuts, meat, berries, insects, and tender vegetation are scarce, bears search actively for anything to eat. When bears find a source of food, they will usually return regularly. Research and experience has shown that removing the food that attracts bears resolves bear problems much more effectively than attempting to [trap and relocate the bear](#).

Follow this link from the Minnesota Department of Natural Resources for more information about mitigating bears near homes and cabins: https://www.dnr.state.mn.us/livingwith_wildlife/bears/homes.html

The Ramsey County Sheriff Office practice regarding black bears is to leave them alone and allow them to pass through the area. Wildlife professionals caution that killing a bear is extremely rare, usually unnecessary, and would only be considered if the animal is causing immediate danger or significant property damage. A bear will not be killed for tearing down bird feeders or tipping over garbage cans.

8/14/2019

Ramsey County Permission Request

Street-level imagery capture request for Fall 2023

North Oaks



City of North Oaks

Thursday, April 13, 2023

Geoffrey Maas AICP GISP

Senior Geospatial Business Analyst

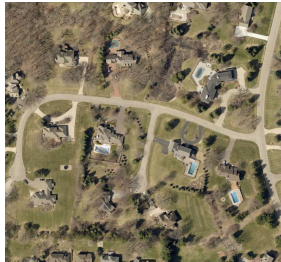
Ramsey County Information Services

Ramsey County Government

- County Assessor's Office
- Sheriff's Office
- Emergency Communications
- Emergency Management
- Public Works
- Parks and Recreation
- Community and Economic Development

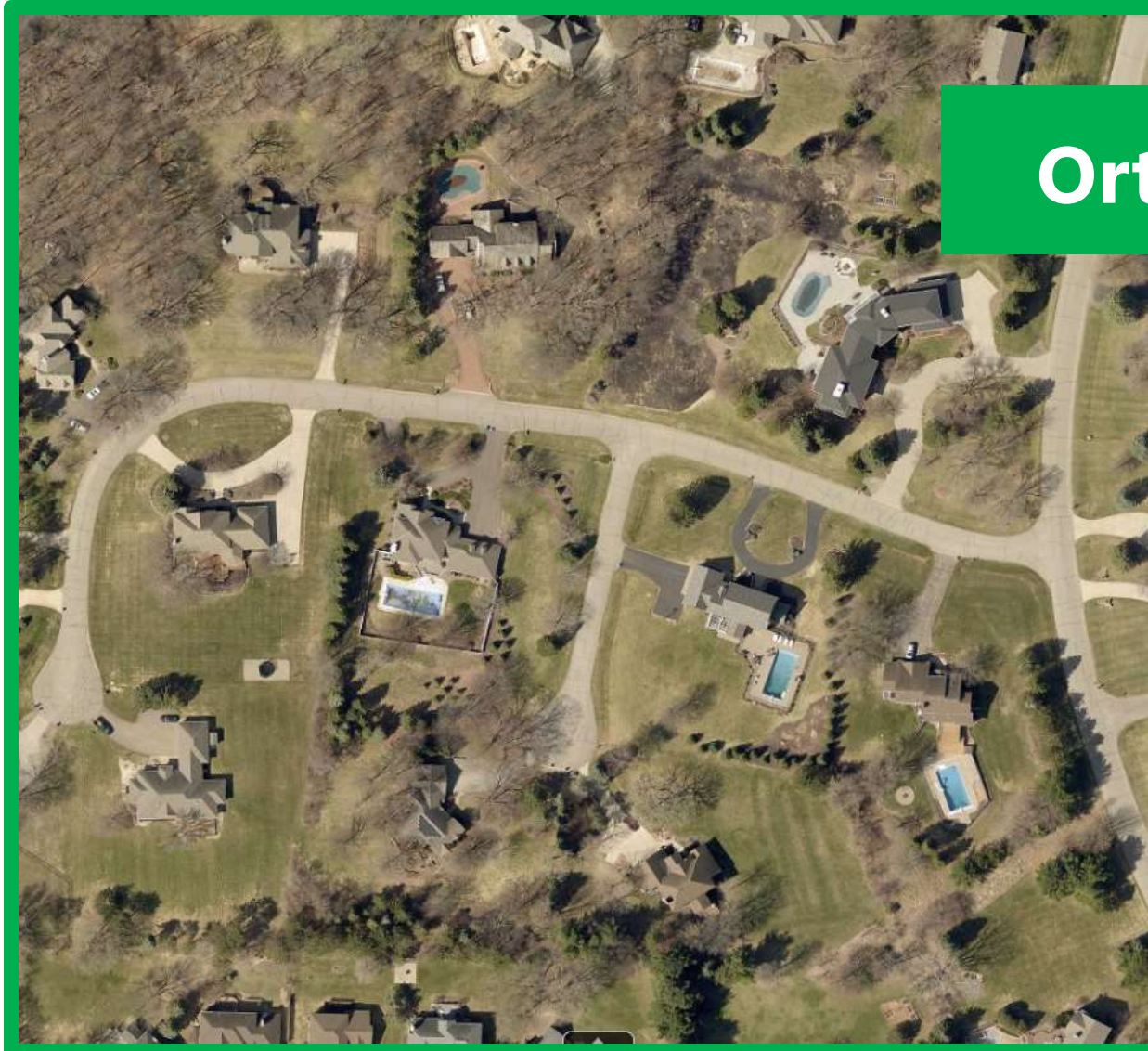
Ramsey County Government

- County Assessor's Office
- Sheriff's Office
- Emergency Communications
- Emergency Management
- Public Works
- Parks and Recreation
- Community and Economic Development



Require imagery

Ramsey County Imagery Program



Orthophotography

 eagleview™

**Collected every
even-numbered year**

Ramsey County Imagery Program



Oblique Imagery

 eagleview™

Collected every
even-numbered
year



Ramsey County Imagery Program



LIDAR Imagery



**Appx. every
10 years**

(Most recent: 2022)

Ramsey County Imagery Program



Contour data



Appx. every
10 years

(Most recent: 2022)

Ramsey County Imagery Program



Street-level Imagery

cyclomedia



**First collected
in 2018-19**

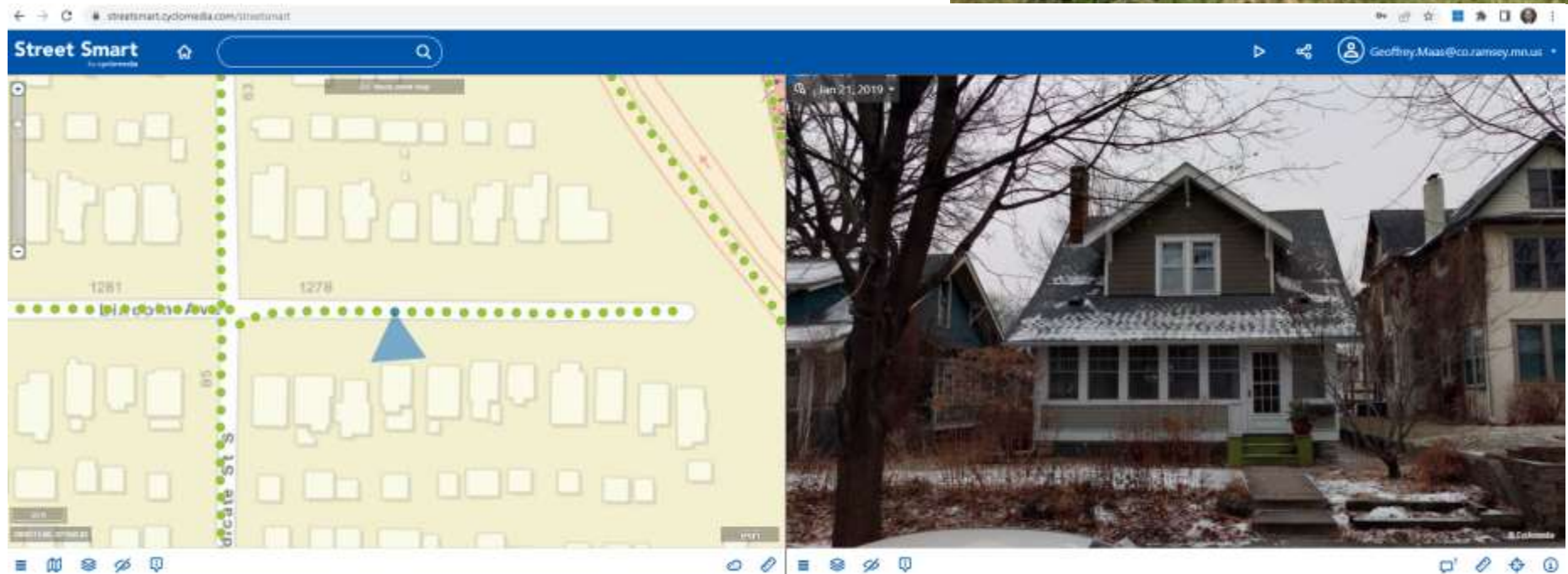
cyclomedia

- >> **Collect street-level imagery**
- >> **Provide a web-based application for viewing the imagery**
- >> **Integrates into other software**



cyclomedia

- >> **Collect street-level imagery**
- >> **Provide a web-based application for viewing the imagery**
- >> **Integrates into other software**





Google Street View

Why doesn't the County just use Google Street View?

Why doesn't the County just use Google Street Map?

- **Time stamping**
- **Blurring of images**
- **Resolution of imagery**
- **Lack of additional tools**

Time stamping and blurring of images...



Time stamping and blurring of images...



Time stamping and blurring of images...



**Date stamped
As '2021'**



**Building was re-painted
in September 2021**





cyclomedia

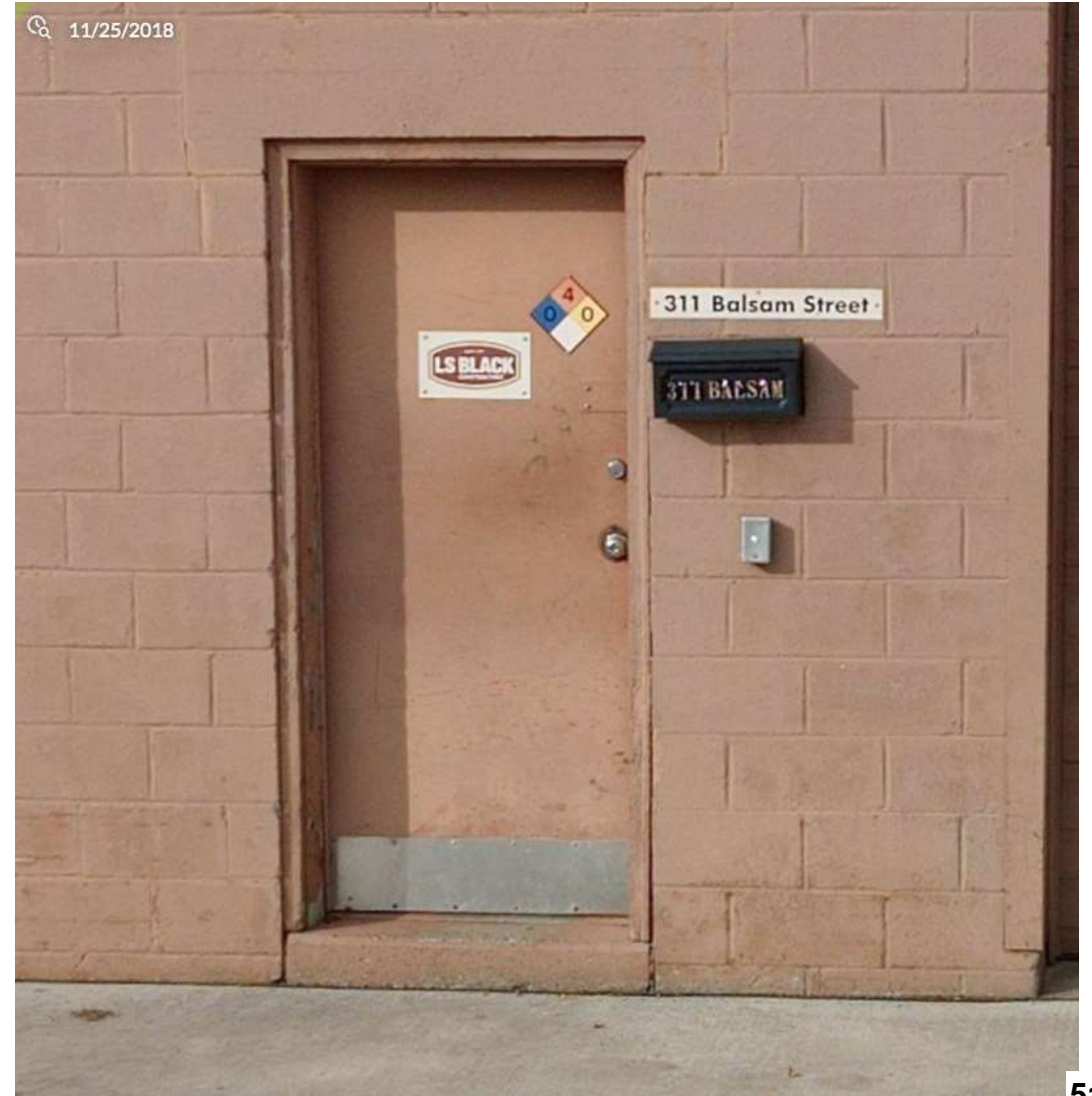


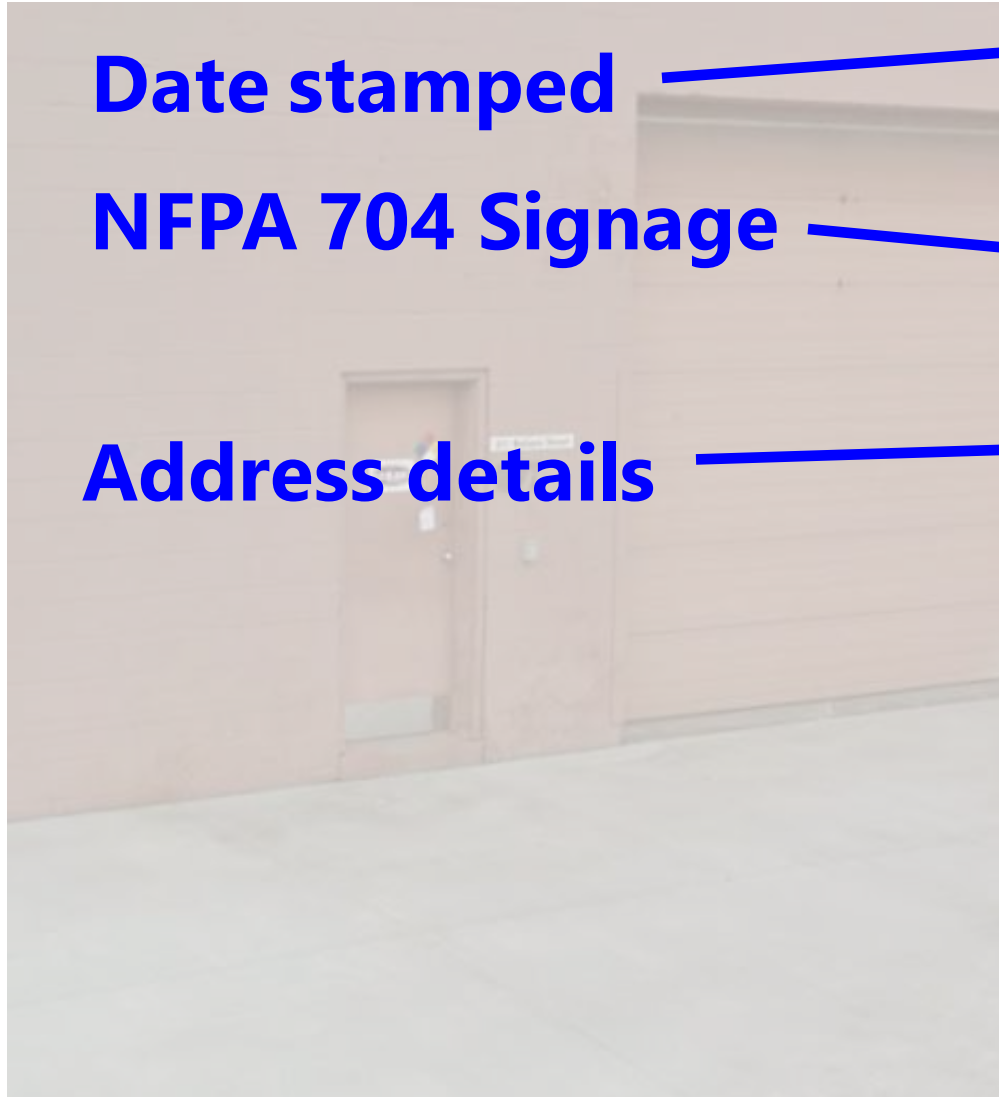


Google Street View

cyclomedia





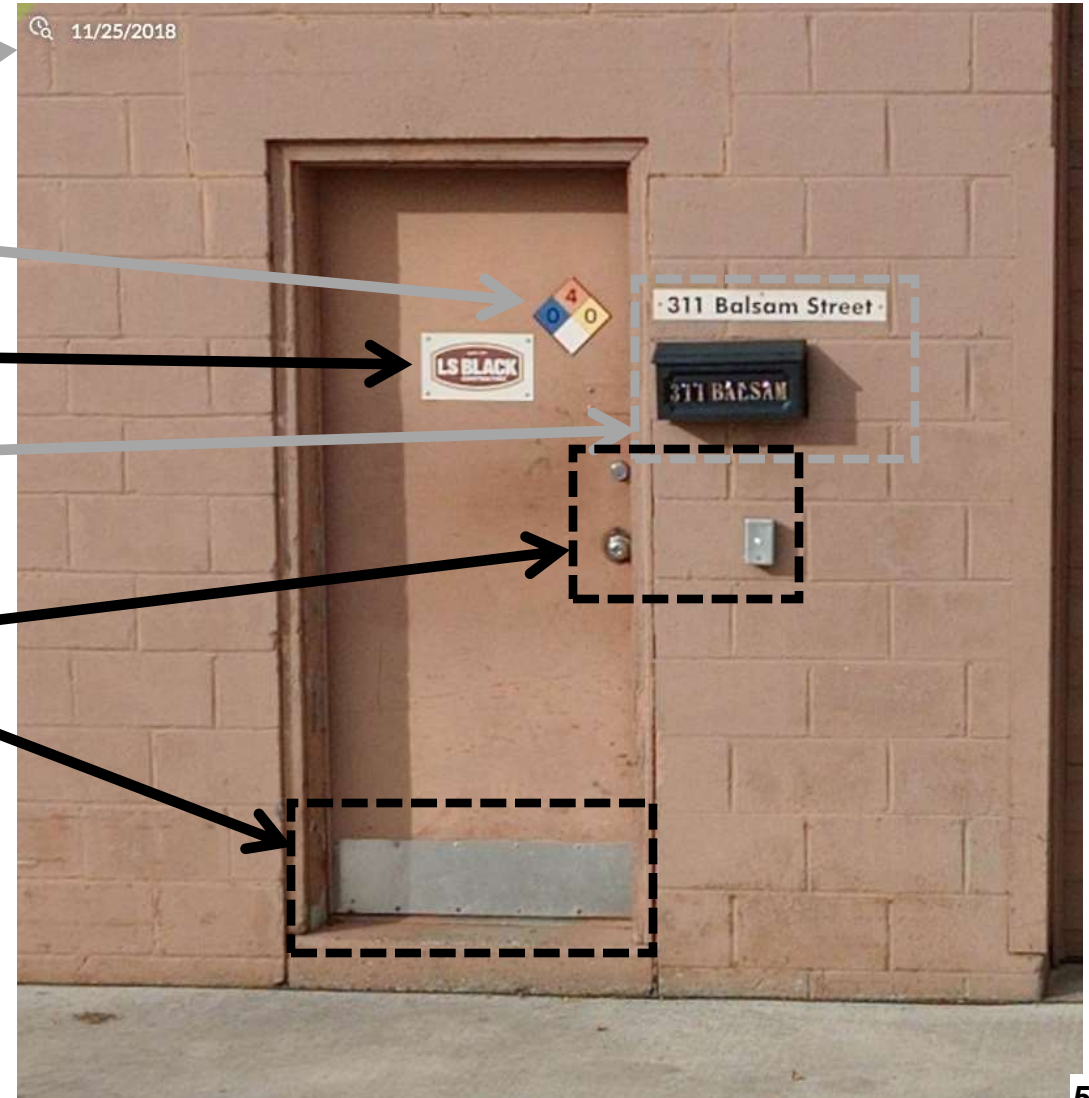
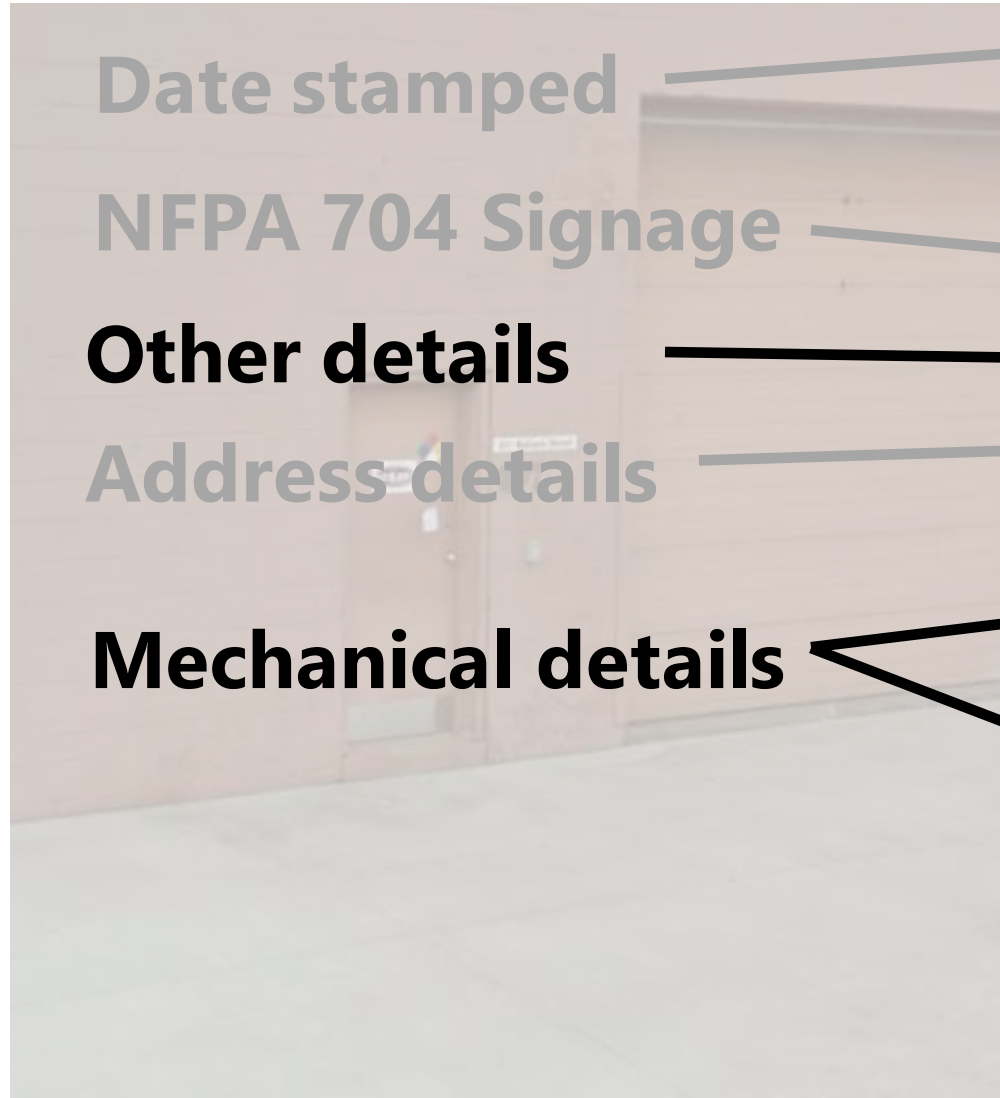


Date stamped

NFPA 704 Signage

Address details







Google Street View

- Free to use
- Open to the public via internet
- Incomplete imagery
- Lacks consistent date stamping

cyclomedia

Cyclomedia Imagery

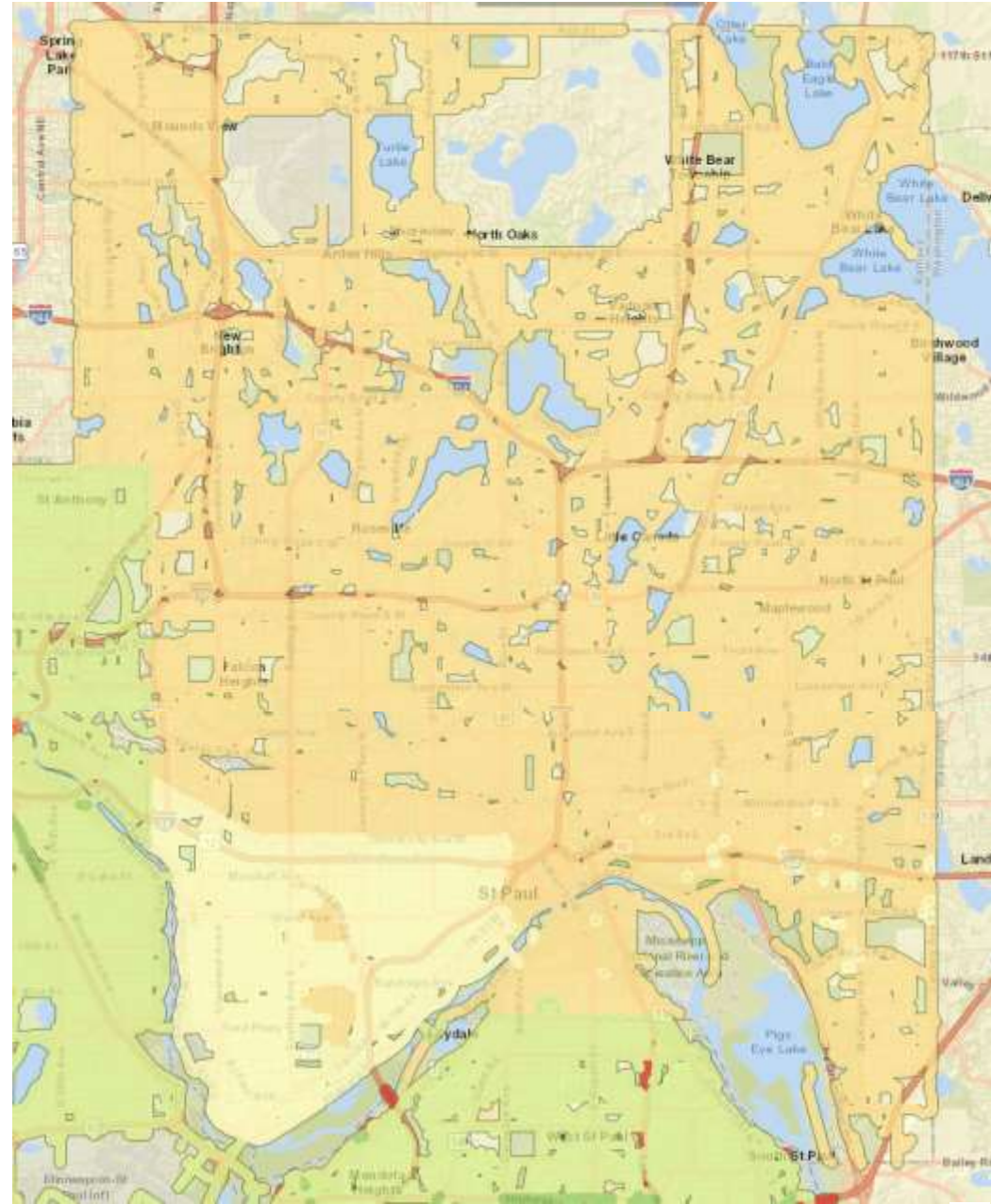
- Contract and cost
- Available only to registered users for government use
- Near complete imagery
- Contains consistent date stamping

cyclomedia

Ramsey County:

**Collected ~2,700 miles of
roadways in 2018-2019**

**Planned collection for
Fall 2023 & Spring 2024**

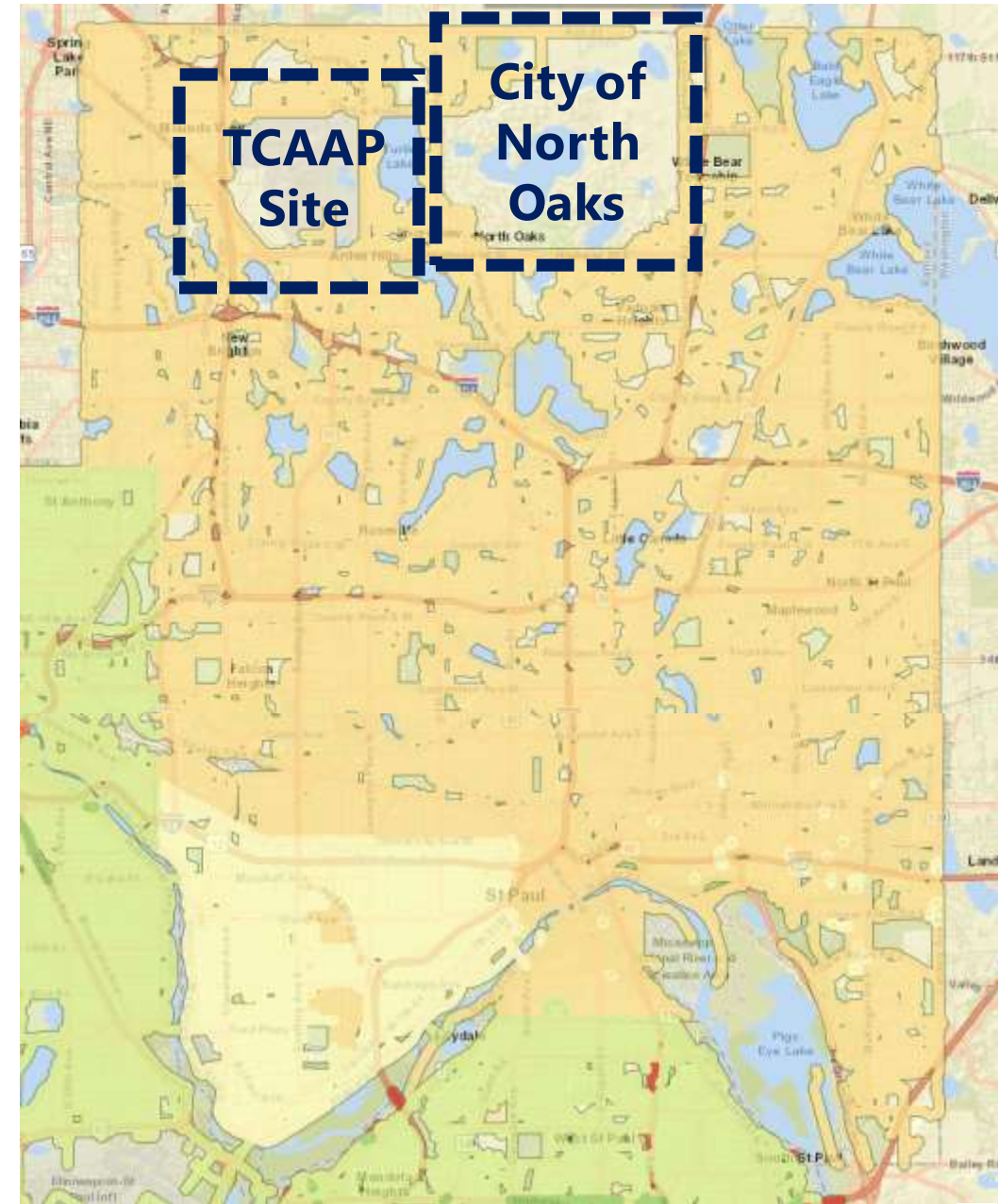


cyclomedia

Ramsey County:

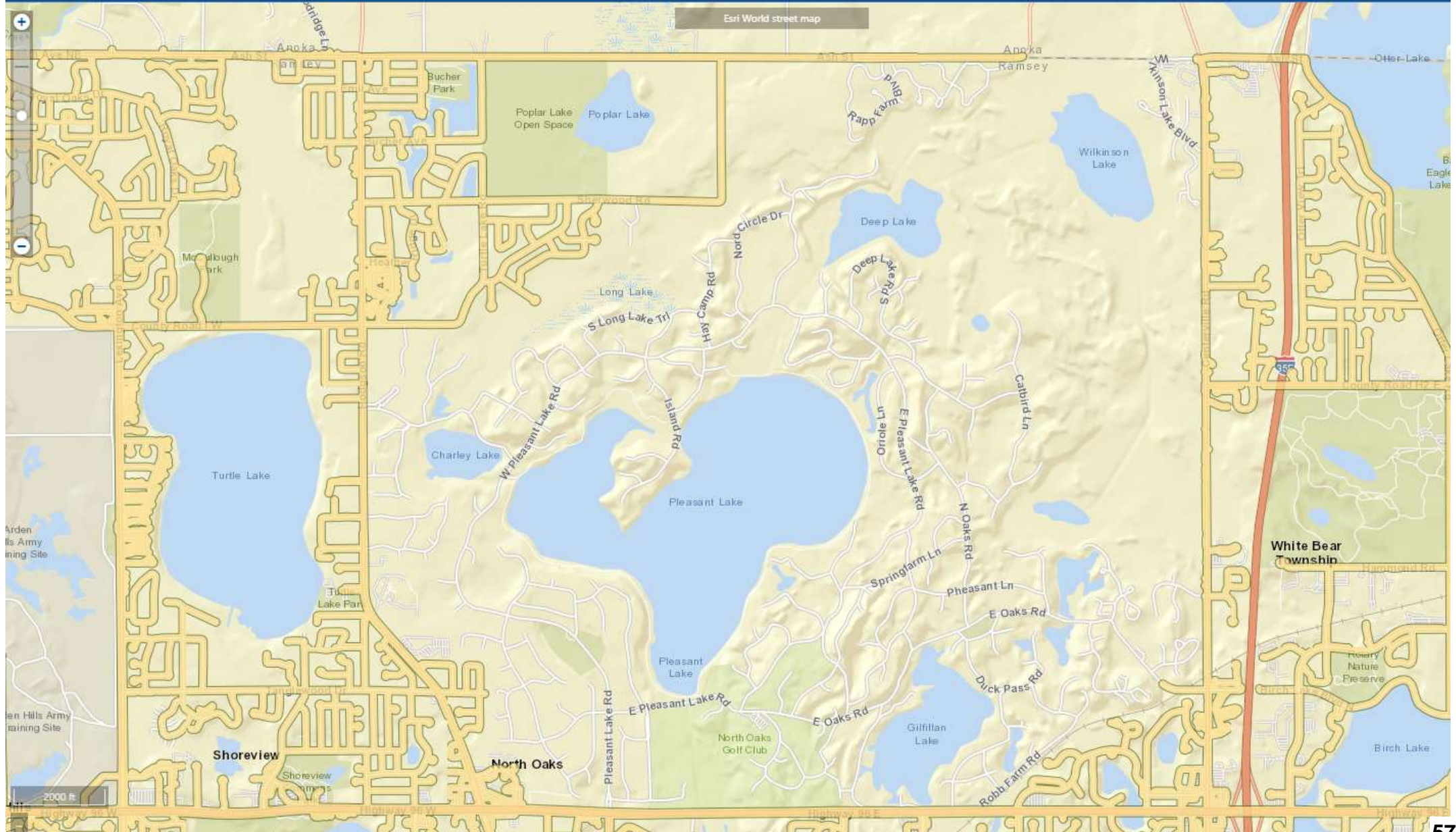
Collected ~2,700 miles of roadways in 2018-2019

Planned collection for Fall 2023 & Spring 2024



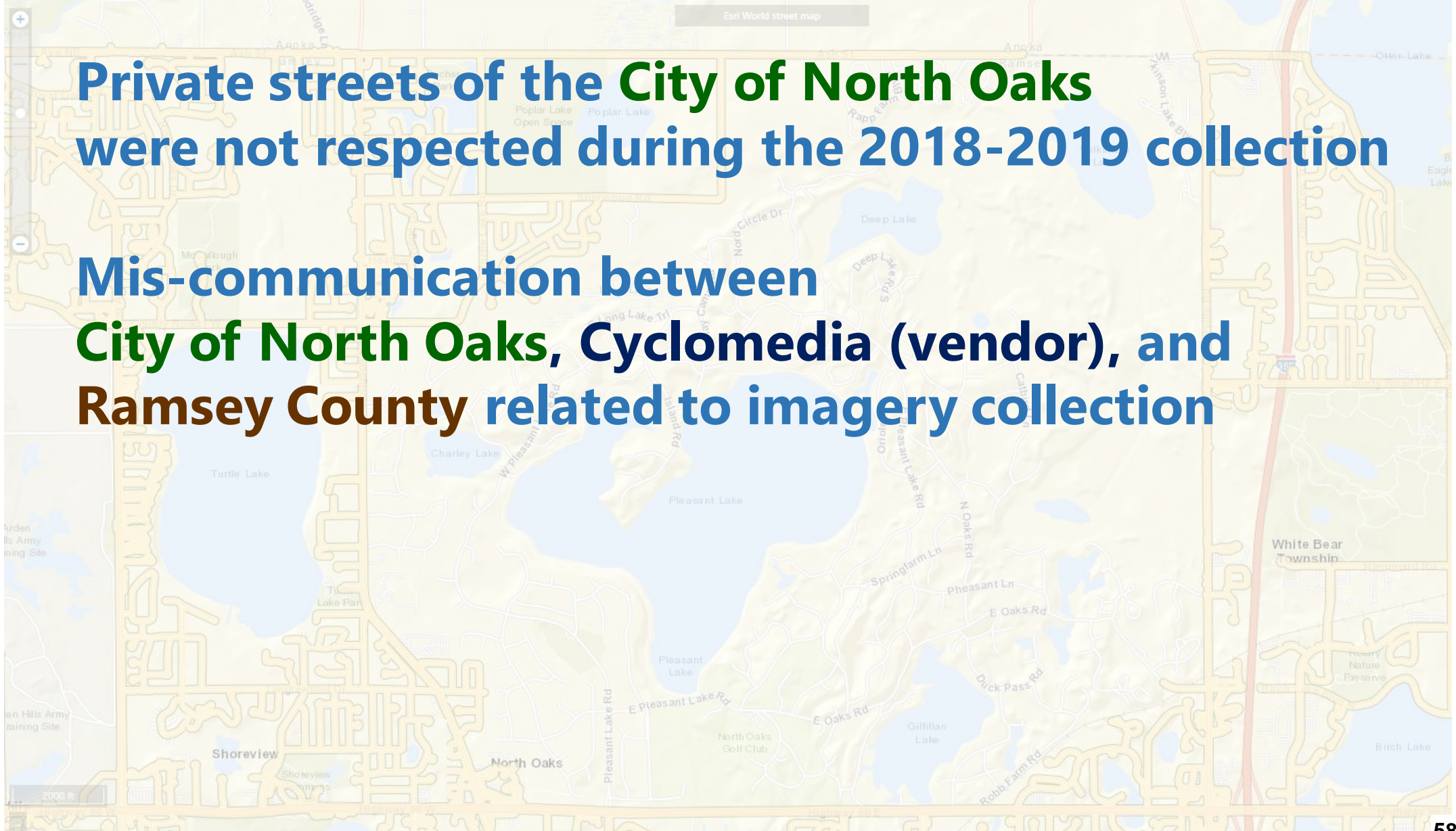


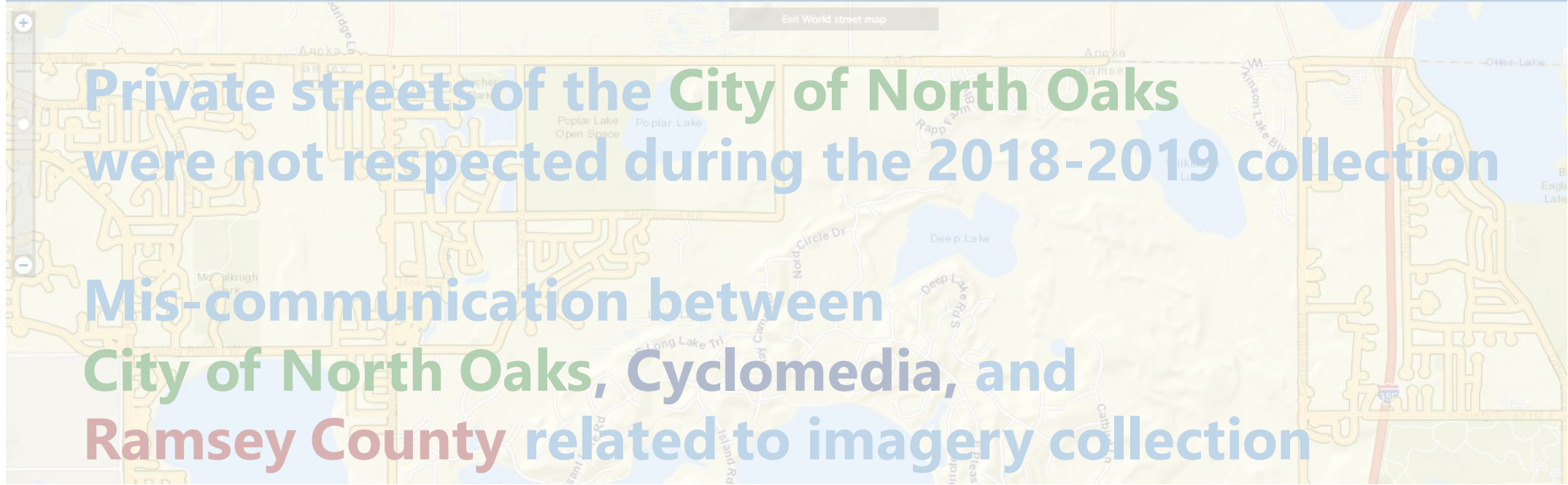
Esri World street map



**Private streets of the City of North Oaks
were not respected during the 2018-2019 collection**

**Mis-communication between
City of North Oaks, Cyclomedia (vendor), and
Ramsey County related to imagery collection**





North Oaks



NORTH OAKS
HOME OWNERS' ASSOCIATION



RAMSEY COUNTY

Ramsey County is now formally requesting permission from **City of North Oaks** and **North Oaks Home Owners Association** to collect street-level imagery this fall

Benefits of granting permission:

- > > **Street-view imagery collected by Cyclomedia will not be publicly viewable or available**
- > > City of North Oaks staff will have access to Ramsey County's Cyclomedia account
- > > Police, Fire, Emergency Services will have access to Ramsey County's Cyclomedia account
- > > County Assessor's can perform their work remotely
Less traffic within the City

Benefits of granting permission:

> > **Street-view imagery collected by Cyclomedia will not be publicly viewable or available**

> > **City of North Oaks** staff will have access to Ramsey County's Cyclomedia account

> > Police, Fire, Emergency Services will have access to Ramsey County's Cyclomedia account

> > County Assessor's can perform their work remotely
Less traffic within the City

Benefits of granting permission:

- > > **Street-view imagery collected by Cyclomedia will not be publicly viewable or available**
- > > **City of North Oaks** staff will have access to Ramsey County's Cyclomedia account
- > > **Police, Fire, Emergency Services** will have access to Ramsey County's Cyclomedia account
- > > County Assessor's can perform their work remotely
Less traffic within the City

Benefits of granting permission:

- > > **Street-view imagery collected by Cyclomedia will not be publicly viewable or available**
- > > **City of North Oaks** staff will have access to Ramsey County's Cyclomedia account
- > > **Police, Fire, Emergency Services** will have access to Ramsey County's Cyclomedia account
- > > **County Assessor's** can perform their work remotely
Reduce traffic within the City



Ramsey County is now formally requesting permission from the City of North Oaks and North Oaks Home Owners Association to collect street-level imagery this fall



13 April 2023

The Honorable Krista Wolter
Mayor, City of North Oaks
100 Village Center Drive
North Oaks, Minnesota 55127

RE: Request for permission for street-level imagery capture within the City of North Oaks during Fall 2023

Greetings Mayor Wolter,

Please accept this letter as Ramsey County's formal request for permission to allow its vendor, Cyclomedia, to enter and capture street-level imagery at during late October/November 2023 (leaf-off/pre-snowfall conditions) from the private streets and roadways of the City of North Oaks.

The purpose for capturing this street level imagery is that it will assist Ramsey County staff in the Assessor's Office, Emergency Communications Department, Emergency Management Department, County Sheriff's Office/Public Safety Department and Lake Johanna Fire Department to conduct their work more efficiently in providing services to the residents and the City of North Oaks.

Ramsey County recognizes that:

- The streets and rights of way within the City of North Oaks are not in a public dedication and are private property.
- The City of North Oaks is under no legal obligation to allow the County's vendor to enter the City to capture this imagery.

Benefits to the City of North Oaks for allowing this capture include:

- All street-view imagery collected by Cyclomedia within the City of North Oaks will not be publicly viewable or publicly available.
- The imagery captured within the City of North Oaks will only be available to Ramsey County staff and to members of police, fire, and emergency services staff who need to access it in the course of their work.
- City of North Oaks staff will have access to the Ramsey County Cyclomedia account and access to all imagery.
- The Ramsey County Assessor's Office can conduct significant amounts of its property assessment work remotely without entering the City.

Ramsey County recognizes that prior work with this vendor in the attempted street-level imagery capture of 2018-2019 did not acknowledge and respect the unique nature of the City of North Oaks private streets and private property. At that time, no street-level imagery was collected.

We wish to remedy this past error with open and transparent communication between the City of North Oaks and Ramsey County and arrive at a mutually beneficial solution which ideally enables street level imagery to be collected—not to be publicly available, only viewable by government employees with a specific need—for the shared use and benefit of the City and County.

Of note, a formal letter requesting permission on this matter will also be tendered to the North Oaks Homeowners Association.

The County is grateful for the consideration by the Mayor's Office and City Council of this request and seeks to have a productive and mutually beneficial partnership with the City of North Oaks.

Respectfully,

Geoffrey Maas

Geoffrey Maas AICP GISP
Senior Geospatial Business Analyst
Aerial Imagery Program Coordinator
Ramsey County Information Services
geoffrey.maas@co.ramsey.mn.us
763.772.4287

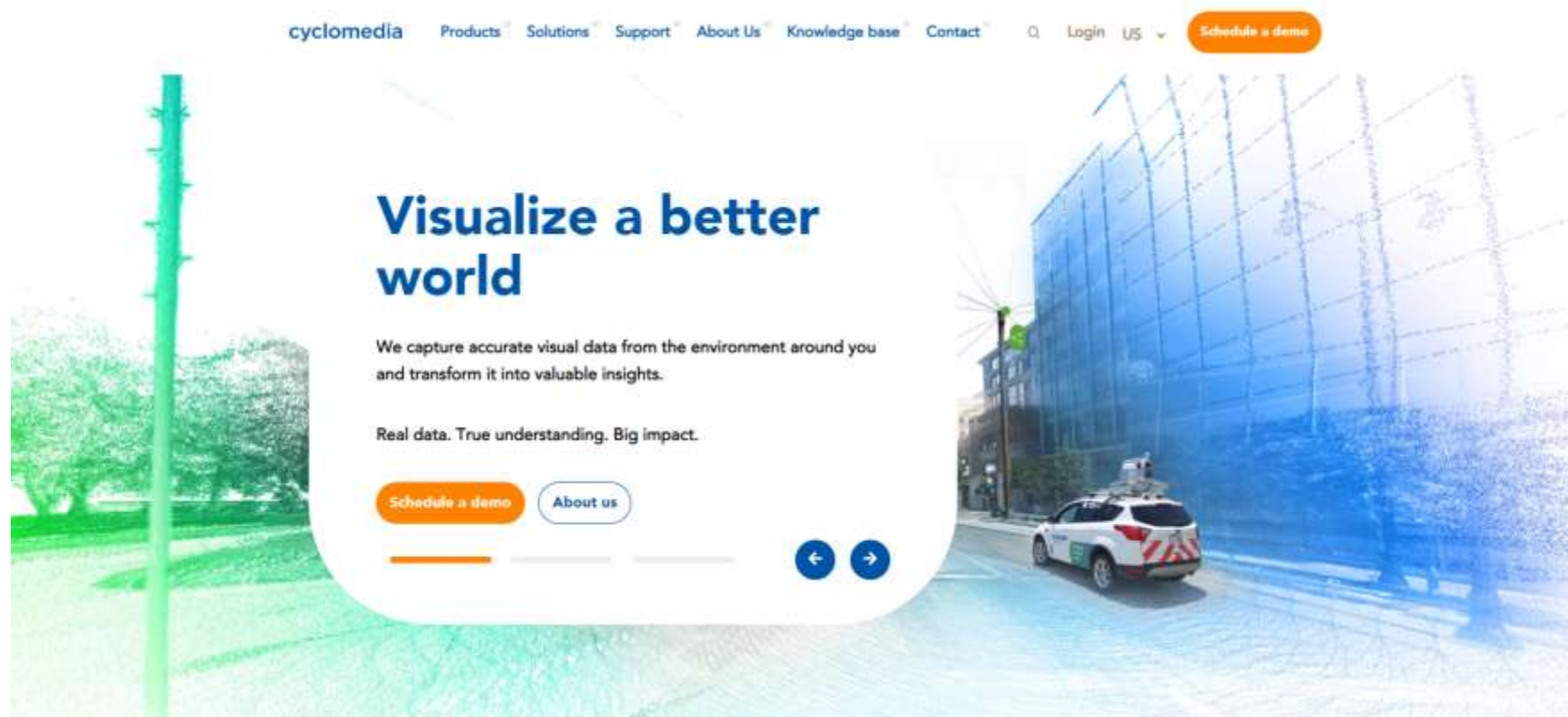
CC: Kevin Kress, City of North Oaks Administrator
Stephanie Marty, Deputy Clerk

Ramsey County Information Services
Geographic Information Systems Unit
121 East 7th Place, Suite 2300
Saint Paul, Minnesota 55101
www.ramseycounty.us

Formal Letters Requesting Permission



Cyclomedia demo



<https://streetsmart.cyclomedia.com/dashboard>

March 30, 2023

Kevin Kress
City Administrator
City of North Oaks
100 Village Center Drive, #230
North Oaks, MN 55127
kkress@northoaksmn.gov

Dear Kevin,

Sambatek is pleased to provide the enclosed proposed Master Service Agreement for City Engineering Consulting Services for your review and consideration.

The City of North Oaks and Sambatek share a rich history of successful partnership involving a breadth of projects intended to serve the interests of the City and its residents.

The Sambatek team and I appreciate this renewed partnership and the opportunity it provides for public service while contributing to preserving the legacy and mission of a unique and treasured community.

Please review the enclosed proposed Master Service agreement and do not hesitate to reach out with any questions.

Sincerely,



Larina Vosika DeWalt, PE, PMP
Senior Project Manager

Enclosures
Master Service Agreement
North Oaks Rate Schedule

**MASTER SERVICE AGREEMENT BETWEEN
OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES**

THIS MASTER SERVICE AGREEMENT BETWEEN OWNER AND CONSULTANT (“Agreement”) is entered into effective as of _____, 2023 (“**Effective Date**”) by and between City of North Oaks (“**Owner**”) having an office located at 100 Village Center Drive, #230, North Oaks, MN 55127, (651)792-7750 and Sambatek, LLC (“**Consultant**”) having an office located at 12800 Whitewater Drive, Suite 300 Minnetonka, Minnesota 55343.

PERIOD OF SERVICE

The term of this Agreement is a period of one year from the Effective Date. Thereafter, this Agreement will automatically renew for successive terms of one year each, unless Consultant or Owner delivers written notice to the other party, at least sixty (60) days before the end of the then current annual term, that it is terminating the Agreement as of the end of the then current annual term.

WORK SCHEDULE

THIS AGREEMENT IS ENTERED INTO ON A BLANKET BASIS AND SHALL GOVERN ALL CURRENT AND FUTURE PROJECTS FOR WHICH CONSULTANT PROVIDES SERVICES (“**Services**”) TO OWNER. This Agreement itself does not obligate Owner to engage Consultant to provide Services for any project, nor does it obligate Consultant to provide Services to Owner for any project. To engage Consultant to perform Services for a project, Owner and Consultant will execute a project-specific work schedule (“**Work Schedule**”) which will supplement this Agreement and contain, among other things, the following project-specific information and terms:

- A. Description of the project (“**Project**”) for which Consultant is being engaged to provide Services;
- B. The scope of Consultant’s services for the Project (“**Scope of Services**”);
- C. Consultant’s Project fees and the method and manner of compensating Consultant for the Services, including Consultant’s rate schedule (“**Rate Schedule**”) and list of reimbursable expenses; and
- D. Work authorization/approval.

In the event of an inconsistency between a provision of this Agreement and a provision of the applicable Work Schedule, the Work Schedule will govern. If Owner authorizes Consultant to proceed with Services without executing a project-specific Work Schedule (e.g., authorization by email from Owner to Consultant), Consultant may proceed with providing Services prior to receiving the executed Work Schedule, in which event Owner shall compensate Consultant for expenses and time incurred based on the Rate Schedule. Owner will nonetheless execute a Work Schedule for that Project upon Consultant’s request, but Owner’s failure to execute a Work Schedule will not relieve Owner from compensating Consultant for Services otherwise authorized by Owner.

COMPENSATION

Consultant shall be paid for Services provided in accordance with the following method, plus reimbursable expenses including, but not limited to, print and plotting charges, Fed Ex, UPS, messenger delivery charges, mileage, plus all taxes (including sales taxes), fees, imposts, or stamps required by State, Federal, Municipal, or other government agencies in the providing of Services, if applicable.

Consultant will submit bills to Owner monthly, and Owner agrees to pay all bills within twenty (20) days of receiving same. Any invoice not paid within twenty (20) days of the invoice date shall bear interest at the lower of 1.5% per month or the highest rate permitted by applicable law on the unpaid balance.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to suspend work and withhold deliverables until payment in full, including interest, is received. Consultant shall have no liability whatsoever to Owner for any costs or damages that result from such suspension, and Consultant shall be entitled to reimbursement of all costs incurred while work is suspended. If Consultant resumes services after payment by Owner, the time schedule and fees for remaining Services shall be equitably adjusted.

If Owner fails to pay any amount by the applicable due date, Consultant shall have the right to commence collection efforts, and all collection costs incurred by Consultant shall become immediately due and payable to Consultant as such collection costs are incurred. Collection costs include, but are not limited to, legal fees, collection agency fees, court costs, and reasonable staff costs for Consultant’s staff time spent in efforts to collect the overdue balance.

Owner’s failure to pay Consultant in accordance with this Agreement shall constitute a material breach of this Agreement and shall be cause for Consultant to suspend performance or terminate this Agreement.

Owner hereby acknowledges that sufficient funds are currently available and assigned to pay for the cost of Services contemplated by this Agreement. Consultant has the right, at its sole discretion, to stop work and withhold work product or Services if payments have not been received within twenty (20) days of invoicing date.

If the Services are suspended by Owner for more than thirty (30) calendar days, consecutive or aggregate, Consultant shall be compensated for Services performed prior to such suspension. When the Services are resumed, Consultant shall be compensated for time and expenses incurred in the interruption and resumption of Services. Consultant's fees for the remaining Services and the time schedules shall be equitably adjusted.

CHANGE ORDERS

In the event of any changes in the Scope of Services, Owner agrees to issue a written Change Order ("**Change Order**") to equitably adjust Consultant's fees and the time of performance. If Consultant is caused to increase its Scope of Services and Owner does not issue a Change Order that is acceptable to Consultant, compensation for the expanded Scope of Services shall be on an hourly basis according to the Rate Schedule, plus reimbursable expenses.

OWNER'S RESPONSIBILITIES

Owner agrees to provide to Consultant in a timely manner all available information, requirements, and limitations relevant to Consultant's performance of its Scope of Services, including, but not limited to, objectives, schedule, constraints and criteria, space requirements, flexibility, expandability, special equipment, systems, and site requirements. Consultant may rely on the accuracy of the Owner's supplied information and use such information in the development of Consultant's Scope of Services. The accuracy of the Owner's information is the Owner's responsibility.

Owner shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Owner shall furnish the services of other consultants when such services are requested by Consultant and are reasonably required by the scope of the Project.

Owner shall furnish right-of-way entry and continuous unimpaired access to City ("Project site"), where applicable, for Consultant to perform its Scope of Services.

INDEMNIFICATION

Subject to the limitations set forth below in this Agreement, Consultant and Owner each agree to indemnify and hold harmless the other, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses and expenses, including reasonable attorney's fees to the extent such claims, losses and expenses are caused by the indemnifying party's negligent acts, errors and omissions. In the event claims, losses or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence.

LIABILITY LIMITATION

Owner agrees to limit Consultant's liability to its professional services fee or \$50,000 (whichever is less) and Owner agrees to hold Consultant harmless for liability in excess of such amount. This limitation shall apply regardless of available insurance coverage, cause(s), or the theories of liability, including, but not limited to, breach of contract, negligence, contribution, indemnity, or other remedies.

WARRANTY

Consultant will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT AS SPECIFICALLY STATED HEREIN, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

LIEN NOTICE – ONLY APPLICABLE TO PROJECTS IN MINNESOTA

- A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

DISPUTE RESOLUTION

If a claim or dispute arises out of or relates to Consultant's Services or this Agreement, the parties shall attempt in good faith to settle such claim or dispute through direct discussions.

Any claim or dispute arising out of or related to Consultant's Services or this Agreement (except for collection procedures employed by Consultant and those waived or barred as provided elsewhere in this Agreement) that is not resolved by direct discussions shall be submitted to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Either party may file a request for mediation. Mediation shall be pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Mediator shall be selected by the parties within fifteen (15) days of the request for mediation. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending the conclusion of mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Minneapolis, Minnesota.

Notwithstanding the foregoing, if a claim or dispute between the parties involves, relates to, or is the subject of a mechanic's lien or construction lien arising out of Consultant's Services, Consultant may proceed in accordance with applicable law to comply with all statutory requirements, including those related to lien notice and filing deadlines, prior to the commencement or conclusion of mediation or other form of alternative dispute resolution agreed to by the parties.

TERMINATION

Owner may terminate this Agreement for convenience and without cause upon twenty-one (21) calendar days written notice.

Either party may terminate this Agreement for cause upon ten (10) calendar days written notice for one or more of the following reasons:

1. The other party's material breach of this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the Project or Consultant's Services for more than thirty (30) calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the Project, or the failure of the parties to reach an agreement on compensation and/or scheduling adjustments necessitated by such changes.

In the event of termination of this Agreement by either party, regardless of the reason for termination, Owner shall, within fifteen (15) days of termination, pay Consultant in full for all services rendered and costs incurred by Consultant up to the date of termination. Additionally and notwithstanding any language in this Agreement to the contrary, within sixty (60) days of termination, Owner shall reimburse Consultant for all expenses incurred by Consultant in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

INSURANCE

Consultant shall carry the following insurance:

Workers Compensation	Statutory
Employers Liability	\$1,000,000 Each Accident/Policy Limit/Each Employee
General Liability	\$1,000,000 Each Occurrence/ \$1,000,000 General Aggregate / \$1,000,000 Products/Completed Operations Aggregate
Automobile Liability	\$1,000,000 Each Accident: Combined Single Limit Bodily Injury/Property Damage
Professional Liability	\$3,000,000 Per Claim/ \$3,000,000 Annual Aggregate

General liability shall name the Owner as an additional insured. The insurer agrees to give 30 days written notice in the event of cancellation by the insurance company (10 days written notice for non-payment of premium). Such notice will be given on all insurance coverages required in this Agreement.

MISCELLANEOUS

A. WORK PRODUCT / DOCUMENT OWNERSHIP

Unless Owner requests otherwise, Consultant will provide its documents and materials in an electronic format. Because electronic documents may be modified intentionally or inadvertently, Owner agrees that Consultant will not be liable for any losses or damages resulting from any change in an electronic document after Consultant transmits it to Owner. The documents prepared by Consultant for any Project are instruments of Consultant's Services for use solely with respect to that Project and, unless otherwise provided, Consultant shall be deemed the owner of these documents and shall retain all common law, statutory and other reserved rights, including copyright. If Owner has paid Consultant in full for its Services, Owner shall be permitted to retain copies, including reproducible copies, of Consultant's documents for Owner's information, reference and use in connection with the Project. Consultant's documents shall not be used by the

Owner or others for other projects, for additions for the Project, or for completion of the Project by others, except with Consultant's agreement in writing and with appropriate compensation to Consultant. In consideration of Owner's use of Consultant's work product and documents, Owner shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its directors, officers, agents and employees from any and all claims arising out of the reuse or misuse of such work product or documents.

B. HAZARDOUS MATERIALS

Owner represents to Consultant that no hazardous materials exist at the Project site. If there are hazardous materials at the Project site, the Owner must inform Consultant of the type, quantity, and location of such hazardous materials. If hazardous materials are discovered at the Project site then Consultant's will notify the Owner and – to the extent required by law – notify the appropriate governmental authority. If Consultant or any other entity encounters hazardous materials at the Project site then Consultant may without any liability to Owner or any other entity suspend services until such time as Owner retains the appropriate entities to identify and (as appropriate) abate, remediate, or remove the hazard material. Owner agrees that Consultant has been retained to perform professional services and shall not be required to become an arranger, operator, generator, or transporter of hazardous material (as defined by law). Owner hereby agrees to defend and hold harmless Consultant for all claims losses and damages arising out of the existence of hazardous materials on the Project site.

C. UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

Owner acknowledges that borings, excavations and other penetrations that are part of the Services, if any, must be located at safe distances from underground utilities or other man-made objects. Owner shall advise Consultant of all utilities that service or are located on the Project site and any underground improvements located on the Project site. Prior to any drilling that is part of the Scope of Services, Consultant will contact state notification centers, where available, or individual utility providers where a state notification center is not available. Consultants shall be entitled to rely on the information provided by locating vendors. If public utility owners do not provide the locating service on private property or the property owner has private underground improvements that cannot be cleared through state notification center or public utility owners, Owner shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor. Consultant will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

D. THIRD-PARTY RELIANCE

All Services provided by Consultant are for Owner's and Consultant's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Owner and is not intended to benefit any third party.

E. CONSTRUCTION SERVICES

If, under this Agreement, Services are provided during the construction phase of the Project, Consultant shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the work, nor shall Consultant be responsible for a contractor's failure to carry out the work in accordance with the contract documents or for a contractor's failure to comply with applicable laws, ordinances, rules, or regulations.

F. JOB SITE SAFETY

Neither the Services of Consultant, nor the presence of Consultant at the construction/Project site, shall relieve Owner, general contractor(s), or subcontractor(s) of any of their responsibilities or duties to perform the work in strict accordance with the contract documents and to comply with all health and safety precautions required by any regulatory agency. Consultant does not have authority or responsibility to control any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Owner agrees that contractors and subcontractors are solely responsible for job site safety and warrants that this intent shall be carried out in Owner's contracts with contractors. Owner also agrees that Owner and its contractor(s), jointly and severally and to the fullest extent permitted by law, shall defend, indemnify, and hold harmless Consultant and its employees against any liability related to health, injury, or job site safety.

G. UNAVOIDABLE DELAYS

To the extent any time period for performance by Consultant applies, Consultant shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or material delays or shortages, delays in issuing applicable permits, acts or omissions of Owner, inclement weather, or any other events or causes beyond the control of Consultant.

H. HEADINGS

The headings used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part hereof.

I. ASSIGNMENT

Owner may not assign this Agreement without the written consent of Consultant.

J. TEAM RELATIONS

Owner and Consultant agree to work together on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner.

K. ENTIRE AGREEMENT

This Agreement (including the applicable Work Schedule(s) that supplement this Agreement) represent and contain the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior oral and written agreements and understandings.

L. GOVERNING LAW

The Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state of Minnesota.

M. MODIFICATIONS

This Agreement may be modified only by a written instrument executed by both parties.

N. WAIVER

No delay or failure by either party to exercise any right or remedy under this Agreement, and no partial or single exercise of a right or remedy, will waive that or any other right or remedy.

O. SEVERABILITY

Any invalidity or unenforceability of all or part of a provision of this Agreement shall be severable and shall not affect the validity or enforceability of the remaining part of that provision or other provisions.

P. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and together which shall constitute one and the same agreement. Signatures on this Agreement and on any Work Schedule that are transmitted by fax, email or other electronic means shall be valid and binding.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the day and year first above written.

City of North Oaks

SAMBATEK, LLC

Printed Name/Title

Date:

Jeff Ostrom

Date:

Director of Public Services

City of North Oaks - Rate Schedule*

Effective: 3/31/2023

Senior Professional V	\$250
Senior Professional IV	\$250
Senior Professional III	\$235
Senior Professional II	\$225
Senior Professional I	\$210
Professional V	\$195
Professional IV	\$185
Professional III	\$160
Professional II	\$135
Professional I	\$120
Professional	\$100
CAD Technician IV	\$150
CAD Technician III	\$140
CAD Technician II	\$121
CAD Technician I	\$110
CAD Technician	\$95
Field Technician IV	\$165
Field Technician III	\$150
Field Technician II	\$125
Field Technician I	\$113
Field Technician	\$100
One-Person Survey Crew	\$145
Instrument Technician	\$100
Assistant Project Manager	\$150
Administration	\$90

Special equipment is additional @ actual cost plus 10%

Reimbursables are additional @ actual cost plus 10%

Mileage is calculated per federal guideline (IRS)

* All rates are subject to review on an annual basis.